

## BAILMENT AGREEMENT

IN CONSIDERATION of the opportunity to receive from ROUSH CLEANTECH, LLC ("ROUSH") the bailment of the Roush CleanTech Liquid Propane Injection Vehicle (hereinafter "Vehicle" as more particularly identified in Table A below), for evaluation and other purposes, the below identified Company ("Bailee") agrees as follows:

**Table A**

1	<b>Full Company Name ("Bailee"): Fort Bend County</b>		
2	<b>Complete Street Address: 1517 Eugen Heimann Circle, Suite 300</b>		
3	<b>City: Richmond</b>	<b>State: TX</b>	<b>Zip: 77469</b>
4	<b>Bailee Contact Name: Richard Morrison, Commissioner Pct. 1</b>		<b>Phone: 281-344-9400</b>
5	<b>Bailment Period Begin Date:        /        /</b>		
6	<b>Bailment Return Date: Within 48 hours of ROUSH's written notice to Bailee</b>		
7	<b>Bailed Vehicle Model/Year: E-350/2010</b>		<b>Prototype and/or Pre-Production: Yes <input type="checkbox"/></b>
8	<b>VIN of Bailed Vehicle: 1FBSS3BL9ADA04607</b>	<b>License Plate#006MI75</b>	<b>Replacement Value of Vehicle: \$38,000.00</b>
9	<b>Mileage at Time of Receipt of Vehicle:</b>		

1. The terms of this Agreement shall apply on the date Bailee takes possession of the Vehicle identified above and shall continue until such time as Bailee delivers the Vehicle to ROUSH or otherwise. Within 48 hours of ROUSH's written notice to Bailee, Bailee must make the Vehicle available for return to and pick-up by ROUSH or its designee. For the avoidance of doubt, any reference in this Agreement to the term "Bailee's Possession" means possession and/or use of the Vehicle by Bailee, or any employee of Bailee.

(all such "standards and certifications" individually and collectively called "Requirements"). By signing this Agreement, Bailee agrees to assume all risks and losses associated with Bailee's Possession of such Prototype and/or Pre-Production Vehicle, despite the fact such Vehicle may not meet some or all Requirements. Further, Bailee shall not assert any claim or file any action, and it shall defend, indemnify and hold harmless ROUSH if an employee of Bailee asserts any claim or files an action, against ROUSH because the bailed Vehicle does not meet any one or more Requirements.

2. The Bailee agrees:
- (a) the bailed Vehicle shall at all times remain the property of ROUSH, regardless of this bailment;
  - (b) it shall only possess and use the bailed Vehicle for evaluation, demonstration, or such other purposes as permitted by ROUSH (no personal use is permitted);
  - (c) it shall only permit its employees who shall be insured and hold a valid driver's license with a good driving record (including without limitation no alcohol or drug related driving offenses) to operate the Vehicle;
  - (d) it shall require its employees to operate the Vehicle in a safe and prudent manner and in accordance with all applicable laws;
  - (e) it shall not permit anyone to disassemble or perform any modifications or repairs to, or disconnect, any part on the Vehicle without ROUSH's prior written permission;
  - (f) the insurable replacement value of the Vehicle bailed under this Agreement is the value identified in Table A, Line #8 above;
  - (g) it shall be solely responsible for all fines, forfeitures and penalties incurred by reason of Bailee's Possession of the Vehicle;
  - (h) it shall be solely responsible for all ordinary operating expenses such as refueling with propane, fluids, tire repair and other incidentals including keeping the Vehicle clean (interior and exterior), washed and presentable at all times;
  - (j) ROUSH shall have the right to enter onto Bailee's premises at all reasonable times during business hours to inspect the Vehicle and any applicable records with respect thereto.

5. Bailee shall, before taking possession of the Vehicle, secure insurance from an insurer having an A.M. Best rating of "A" or better of the following kinds and amounts: (a) Workers' Compensation coverage with employers' liability limits of \$500,000 each accident limit for bodily injury by accident, \$500,000 policy limit for bodily injury by disease, and \$500,000 each employee limit for bodily injury by disease; (b) Automobile Liability Coverage (including owned, non-owned, hired, and leased Vehicles) and Commercial General Liability Coverage - covering body injury liability and property damage liability, including broad form property damage liability and contractual liability coverage (either a blanket policy or a policy applying specifically to this Agreement) and limits for the coverages identified in this (b) must be no less than - \$1,000,000 combined single limit for Bodily Injury and Property Damage, \$2,000,000 aggregate and \$5,000,000 umbrella. Such insurance coverage shall protect the Bailee, ROUSH and any person using, operating or otherwise having an interest in the VEHICLE and shall also meet the requirements of any so-called "no-fault" law now in effect or which hereafter may be enacted. A Waiver of Subrogation in favor of ROUSH shall be included on Bailee's Commercial General Liability, Automobile Liability, Excess/Umbrella Liability and Workers Compensation policies. Further, the insurance policy shall name ROUSH as an additional insured with regard to the Automobile and General Liability coverages, including the excess or umbrella program purchased or maintained by Bailee, and shall provide that the policy(ies) must not be canceled or altered without 30 days prior written notice to ROUSH. The insurance provided by Bailee will be primary insurance and will not be excess to or contributory with respect to insurance coverage, if any, provided by ROUSH.

3. Bailee represents and warrants that it shall (a) instruct/review with each employee before they take possession of or operate the Vehicle, any operating instructions/documentation accompanying the Vehicle; (b) review and require its employees who operate the Vehicle to complete all logs and evaluation forms provided with the Vehicle; and (c) require its employees who operate the Vehicle to comply with the directions provided in the Vehicle for reporting any theft of, damage to, or accident involving the Vehicle. Upon the expiration or early termination of this bailment, Bailee shall promptly submit to ROUSH or its designee all completed logs, evaluations and/or other forms completed during the bailment for the bailed Vehicle.

Before Bailee takes delivery of the Vehicle, Bailee shall provide ROUSH with acceptable evidence of insurance coverage in accordance with this Agreement by delivering certified copies of insurance policies that provide the required coverage, or certified copies of existing insurance policies that have been endorsed to provide the required coverages, or certificates of insurance executed by the insurer or its authorized representative that certify the required coverages. The furnishing of such insurance shall not relieve Bailee from any liability or obligation for which it is otherwise responsible to ROUSH. ROUSH shall be under no duty to examine any certificate provided by Bailee or to advise Bailee that its insurance coverage does not comply with the requirements of this Paragraph 5.

4. In the event the Vehicle bailed hereunder is identified in Table A, Line #7, as Prototype and/or a Pre-Production Vehicle, Bailee understands and agrees that ROUSH does not represent or warrant that such bailed Vehicle meets all applicable state or federal safety, emissions or other standards or certifications

6. Bailee shall assume all risks of loss with respect to the Vehicle from the time it is delivered to Bailee and until it has been returned to ROUSH or its

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designee, normal wear and tear excepted. Bailee shall be responsible for any and all damage to the Vehicle, whether caused by accident or otherwise solely during Bailee's Possession. In the event of damage to the Vehicle, Bailee shall immediately notify ROUSH and follow such instructions as ROUSH may provide with respect to repair or disposal of the Vehicle. Bailee shall be responsible for payment of any repairs to the extent not covered by insurance inuring to the benefit of ROUSH. If a Vehicle is lost, stolen, destroyed or is declared a total constructive loss (subject to ROUSH's agreement as to such condition), Bailee shall immediately notify ROUSH and hold any wreckage for disposal by ROUSH. With respect to such lost, stolen, or destroyed Vehicle, Bailee shall pay ROUSH (to the extent not covered by insurance inuring to the benefit of ROUSH) an amount equal to the Replacement Value for the Vehicle.

7. Bailee shall fully cooperate with and immediately notify **Wendy Cusenza (734) 779-7901** at ROUSH, in the event of any theft of or damage to the Vehicle, or any accident, damage to property, and/or, injury or death to any person(s) arising from or involving the Vehicle. Bailee and its employees shall at their own cost and expense, timely complete all ROUSH accident reporting forms and secure any police reports and promptly deliver the same to ROUSH. Further, Bailee shall immediately furnish ROUSH with every demand, notice, summons, process and pleading received in every suit, action or claim arising with respect to the condition, use or operation of the Vehicle, and cooperate with ROUSH and the insurer in defending the same. For the avoidance of doubt and in addition to any indemnified amounts Bailee may owe any Indemnitee(s) hereunder, Bailee shall promptly reimburse ROUSH for the Replacement Value of the Vehicle that, during Bailee's Possession, is stolen, converted or determined by ROUSH, in its sole determination, to be a total loss.

8. Bailee shall defend, indemnify and save harmless ROUSH and its parent, and their subsidiaries and affiliates, and the respective officers, directors, agents and employees of each (individually and collectively "Indemnitee(s)") from and against, and without limitation any losses, damages (special, punitive, direct, incidental and consequential), claims, actions, judgments, costs, attorneys' fees and legal costs (individually and collectively "Losses"), that may be imposed upon or incurred by or asserted or entered against any one or more Indemnitee(s), by reason of actual or alleged (i) injury to or death of any person(s) including Bailee's employees, representatives or agents; (ii) loss of or damage to the property of any person (including Bailee's employees) or legal entity; or (iii) act(s) or omission(s) of Bailee (or its employees) with regard to its obligations under this Agreement; (iv) violation of any law, ordinance or regulation of any governmental authority of the United States of America or any states or localities where the Vehicle is operated; or (v) theft or destruction of the Vehicle as a result of or arising out of or in connection with Bailee's Possession or maintenance of the Vehicle bailed hereunder. Bailee's indemnification obligations hereunder shall not apply to the extent any such Losses are caused by the sole negligence of any Indemnitee(s).

9. Bailee is expressly prohibited from assigning this Agreement or delegating performance of any of its obligations hereunder without the prior written consent of ROUSH.

10. Bailee and ROUSH are independent contractors and are not joint venturers, partners, etc. Further, Bailee shall not use ROUSH's name or logos, in whole or in part, in any manner without ROUSH's prior written approval.

11. All the terms and conditions of this Agreement shall remain in full force and effect until the bailed Vehicle is returned to ROUSH.

12. Bailee represents and warrants that the person signing this Agreement is the authorized representative of the Bailee and has full authority to enter and bind the Bailee to this Agreement.

13. This Agreement and any claim, controversy or dispute arising hereunder shall be governed by and interpreted under the laws of the State of Michigan, excluding its conflict of laws provisions.

14. Bailee agrees this Agreement is the entire and only understanding regarding the bailment of the Vehicle, and that this Agreement supersedes any previous understandings, agreements, communications and representations, whether written or oral, concerning the loan of the Vehicle to Bailee hereunder.

15. Bailee may execute and deliver this Agreement to ROUSH by facsimile or other electronic transmission and Bailee's authorized representatives signature thereon shall be deemed effective and binding upon receipt by ROUSH.

This Agreement is accepted and agreed to by Bailee's Authorized Representative on the date identified below:

Fort Bend County Bailee  
(Print Full Company Name Above)

BY: \_\_\_\_\_

Robert E. Hebert  
Bailee's Authorized Representative's Signature

County Judge  
Bailee's Authorized Representative's Printed Name/ Title

Dated: February 28, 2012