

GARAGE The Marketplace for Municipal Vehicles & Equipment

Garage Service Agreement - Proposed Redline

This Service Agreement (the "Agreement") is entered into as of **July 13, 2026** by and between: Facilitator: Garage Technologies, Inc., a Delaware C Corporation, (hereinafter referred to as the "Facilitator")

Seller: **City of Mount Vernon**, located at **109 North Kaufman Street, Mount Vernon TX 75457** (hereinafter referred to as the "Seller")

Recitals:

WHEREAS, the Facilitator is acting as an intermediary to introduce potential buyers (collectively, the "Buyers") to the Seller for the purpose of facilitating the sale (the "Transaction") of all current and future listings of ambulances, fire apparatus, and other equipment listed on the Facilitator's platform (the "Equipment");

WHEREAS, the Seller acknowledges the valuable services provided by the Facilitator and desires to ensure that the Facilitator is compensated for these services;

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties hereto agree as follows:

1. Non-Circumvention

The Seller hereby irrevocably agrees not to directly or indirectly contact, deal with, or otherwise become involved in any transaction with any Buyer introduced by the Facilitator, without the involvement of the Facilitator.

2. Confidentiality

The parties agree that all information shared between them during the course of the Transaction shall be kept confidential and shall not be disclosed to any third party without prior written consent from the other parties.

3. Compensation

The Seller agrees that the Facilitator shall be entitled to a commission of 10% of the Transaction's value upon the successful completion of any Transaction with a Buyer introduced by the Facilitator. The Facilitator's commission shall be paid within 30 days of the completion of the Transaction.

Seller shall retain sole discretion to accept or reject any proposed sale price. No Transaction shall be completed without Seller's approval of the final sale price.

4. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Any disputes arising out of or in connection with this Agreement shall be resolved in the courts of Franklin County, Texas.

5. Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous understandings or agreements, whether written or oral, regarding such subject matter.

6. Amendments

This Agreement may not be amended or modified except in writing signed by both parties.

7. Termination

Unless renewed by both parties in writing, this Agreement shall automatically terminate one year from the execution of this Agreement

IN WITNESS WHEREOF, the parties hereto have executed this Service Agreement as of the day and year first above written.

Facilitator: Garage Technologies, Inc.

Signature: _____

Name: Larry Lembo

Title: Operations Manager

Date: 7/13/2026

Seller: City of Mount Vernon

Signature: _____

Name: Craig Lindholm

Title: City Administrator

Date: _____

Proposed redline for legal review