

**AGREEMENT CONCERNING THE DONATION OF PROPERTY
TO THE TEXAS DEPARTMENT OF INFORMATION RESOURCES**

This agreement is made by and between the Texas Department of Information Resources, hereinafter referred to as "Department", and Neubus, Inc. hereinafter referred to as "Donor".

WHEREAS, the Department, in accordance with Texas Government Code, Chapter 2255, may accept donations for the purpose of carrying out its functions and duties; and

WHEREAS, the Donor desires to donate property more particularly described herein for all purposes (the "Property"), to the Department; and

WHEREAS, acceptance of the donation of the Property will further the Department's ability to meet its responsibilities by demonstrating new and advanced technology to customers and state leadership; and

WHEREAS, although the Donor may be subject to Department's regulation or oversight, or interested in or likely to become interested in a contract, purchase, payment, or claim with or against the Department, acceptance of the donation will provide a significant public benefit and will not influence or reasonably appear to influence the Department in the performance of its duties:

NOW, THEREFORE, in consideration of the agreements of the parties hereto, it is agreed as follows:

Article 1. Property

A. The Donor will provide a gift of facilities, equipment, or materials specifically described as:

Flashforge Creator X 3D printer

Identification No: N/A and valued by the Donor at \$1299.

B. The Donor agrees to pay for, or furnish services required for transportation, assembly, erection, etc. in order to make the above described gift functional for the purpose for which it was intended, and to transfer full ownership and title to the Department.

C. Acceptance of the donation herein described does not bind the Department to a course of action or promise of performance.

Article 2. Representations and Warranties

A. The Donor represents and warrants that it has the ownership interest in the Property being conveyed in this agreement.

B. The Department does not approve and is not responsible for any representations made by the Donor for tax purposes.

Article 3. General

- A. The Donor agrees and understands that no form of deliverables will be required as a result of this gift; however, the Donor may request that the gift be used for a specific purpose or program and the Department will comply with this request to extent practical, as follows:
N/A
- B. The gift will be under the direction of the Department.
- C. The Donor will supply the Department with all information essential to the proper use of the above-described gift.
- D. Donor acknowledges and agrees that any property that may be created as a result of the gift, including but not limited to patentable discoveries and future property, shall belong to Department.
- E. The Donor understands that final acceptance of this gift is subject to confirmation by the Board of the Texas Department of Information Resources. If the gift is not accepted, the Donor will be promptly notified and the gift will be returned to the Donor.

Article 4. Availability of Information

This agreement is public information and will be furnished to a requestor under the Public Information Act, Government Code, Chapter 552.

TEXAS DEPARTMENT OF INFORMATION RESOURCES

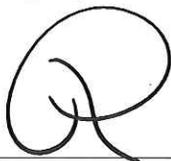
Signature: 

By: Karen Robinson

Title: Executive Director

Date: 12/4/14

DONOR

Signature: 

By: Chris Albury

Title: CEO

Date: 11/18/2014

Principal Place of Business/Address: Neubus, Inc.

11700 Stonehollow Drive, STE 100
Austin TX 78758
(512) 833-6197