



**Explanation of Content
Transaction Number 2855902**

Thank you for selecting Caterpillar products and for allowing Caterpillar Financial Services Corporation to serve your financing needs. Included in this document package are all of the forms that will be needed for standard tax exempt lease purchase transactions. The forms have been designed to be clear, concise and user-friendly. We have also provided a brief explanation of the purpose of each form. If you wish to discuss any of the forms or have any questions about any aspect of this transaction, we encourage you to contact your Caterpillar Dealer or Caterpillar Financial Services Corporation at 1-866-263-3791 Option # 5.

A. Governmental Equipment Lease-Purchase Agreement. The Governmental Lease-Purchase Agreement contains the terms that govern each transaction between us. It is the standard Caterpillar Financial Services Corporation tax exempt lease-purchase agreement, and provides that we will lease to you the equipment described therein pursuant to a full payout amortization schedule. A new Governmental Equipment Lease-Purchase Agreement will have to be signed in connection with each transaction.

B. Lessee's Authorizing Resolution. The Authorizing Resolution is evidence you have taken the necessary governing body actions to approve the Governmental Equipment Lease-Purchase Agreement. Although the authorizing instrument is often a resolution, it may also take other forms such as an ordinance. We are agreeable to using your customary or standard form provided it contains specific approval for the lease-purchase agreement, designates persons who are authorized to sign on your behalf and either approves the document forms or delegates this authority to a named official.

C. Verification of Insurance. The Certificate of Insurance is intended to supply information regarding the insurance coverage for the equipment being lease-purchased. You will need to supply the requested information to us so we can verify coverage.

D. Opinion of Counsel. An opinion of counsel is required in connection with each Governmental Equipment Lease-Purchase Agreement. The opinion is intended to confirm that you have complied with all open meeting laws, publication and notice requirements, procedural rules for governing body meetings, and any other relevant state or local government statutes, ordinances, rules or regulations. We would be unable to confirm compliance with these laws and regulations ourselves absent long delays and higher costs so we rely upon the opinion of your attorney since he/she may have been involved in the process to approve our transaction and is an expert in the laws and regulations to which you are subject. The opinion also confirms that you are an entity eligible to issue tax-exempt obligations and that the Governmental Equipment Lease-Purchase Agreement will be treated as tax-exempt as it is your obligation to ensure that you have complied with relevant tax law.

E. Form of 8038G or GC. Form 8038 is required by the Internal Revenue Service in order to monitor the amount of tax-exempt obligations issued. You have to execute a Form 8038 for each Governmental Equipment Lease-Purchase Agreement. Whether a Form 8038 G or GC is required depends on the original principal amount of the Governmental Equipment Lease-Purchase Agreement. If the original principal amount is less than \$100,000 Form 8038GC is filed with the IRS. If the original principal amount is \$100,000 or more Form 8038G is filed with the IRS. Choose the appropriate 8038 form and complete according to IRS guidelines. Contact your TM or Sales Support Representative for assistance.

IRS Form 8038G

<http://www.irs.gov/pub/irs-pdf/f8038g.pdf>

IRS Form 8038GC

<http://www.irs.gov/pub/irs-pdf/f8038gc.pdf>

This Explanation of Contents is prepared as an accommodation to the parties named herein. It is intended as an example of some of the documents that Caterpillar Financial Services Corporation, in its reasonable judgment, may require and is not intended to constitute legal advice. Please engage and use your own legal counsel. We understand that the laws of the various states are different so nothing herein shall be construed as a warranty or representation that the documents listed herein are the only documents that may be required in any particular transaction or that any particular transaction, if documented in accordance with this Explanation of Contents, will be a valid, binding and enforceable obligation enforceable against the parties named herein in accordance with the terms of the documents named herein.

You are an entity eligible to issue tax-exempt obligations and that the Governmental Equipment Lease-Purchase Agreement will be treated as tax-exempt as it is your obligation to ensure that you have complied with relevant tax law.

DOCUMENT CHECKLIST (GOVERNMENTAL LEASE)
Transaction Number 2855902 Quote Number 5161477



These documents were prepared especially for:

COUNTY OF WEBB, TEXAS
 1110 WASHINGTON SUITE 101
 LAREDO, TX 78040

Dealer: HOLT TEXAS, LTD, E140
 Date: 07/27/2016 Time: 2:28 PM
 Comments:

Customer Executed Documents	Comments
<input type="checkbox"/> Lease Purchase Document	_____
<input type="checkbox"/> Delivery Certification	_____
<input type="checkbox"/> Insurance Verification (GOVERNMENTAL LEASE)	_____
<input type="checkbox"/> 8038G or 8038GC (Quote Number 5161477)	_____
<input type="checkbox"/> Advance Payment (cross out if N/A)	_____
<input type="checkbox"/> Customer Information Verification	_____
<input type="checkbox"/> Tax Exemption Certificate	_____
<input type="checkbox"/> Any necessary Riders/Amendments	_____
<input type="checkbox"/> Lessee's Resolution + Minutes of Meeting OR	_____
<input type="checkbox"/> Opinion of Lessee's Counsel	_____
<input type="checkbox"/> Copy of Driver's License (Sole Proprietorships and Individuals)	_____

Dealer Executed Documents	Comments
<input type="checkbox"/> Purchase Agreement	_____
<input type="checkbox"/> Dealer Invoice	_____
<input type="checkbox"/> All Credit Conditions Met	_____

**If any of these documents are altered, or if the Buyer wishes to add or delete documents, please contact your CFSC Credit Analyst to obtain acceptance of any and all changes.*

Opinion of Lessee's Counsel



Governmental Equipment Lease-Purchase Agreement
Transaction Number 2855902



1. PARTIES

LESSOR ("we", "us", or "our"):
 CATERPILLAR FINANCIAL SERVICES CORPORATION
 2120 West End Avenue
 Nashville, TN 37203

LESSEE ("you" or "your"):
 COUNTY OF WEBB, TEXAS
 1110 WASHINGTON SUITE 101
 LAREDO, TX 78040

In reliance on your selection of the equipment described below (each a "Unit"), we have agreed to acquire and lease the Units to you, subject to the terms of this Lease. **Until this Lease has been signed by our duly authorized representative, it will constitute an offer by you to enter into this Lease with us on the terms stated herein.**

2. DESCRIPTION OF THE UNITS

DESCRIPTION OF UNITS Whether the Unit is new or used, the model number, the manufacturer, and the model name.	SERIAL/VIN Unique ID number for this Unit.	MONTHLY LEASE PAYMENT This is due per period, as stated below in section 3.	FINAL LEASE PAYMENT	DELIVERY DATE Enter date machine was delivered to you
(1) New 416F Caterpillar Backhoe Loader	HWB00383	\$1,264.75	\$34,624.75	_____
(1) New 140M3 Caterpillar Motor Grader	N9D00548	\$2,680.27	\$169,160.27	_____
(1) New 140M3 Caterpillar Motor Grader	N9D00544	\$2,774.91	\$169,254.91	_____

TERMS AND CONDITIONS

3. Lease Payments; Current Expense You will pay us the lease payments, including the final lease payment set forth above (collectively, the "Lease Payments"). Lease Payments will be paid by you to us as follows: a first payment of \$6,719.93 will be paid in arrears and the balance of the Lease Payments is payable in 35 successive monthly payments of which the first 34 payments are in the amount of \$6,719.93 each, and the last payment is in the amount of \$373,039.93 plus all other amounts then owing under this Lease, with the first Lease Payment due one month after the date that we sign this Lease and subsequent Lease Payments due on a like date of each month thereafter until paid in full. A portion of each Lease Payment constitutes interest and the balance of each Lease Payment is payment of principal. The Lease Payments will be due without demand. You will pay the Lease Payments to us at Caterpillar Financial Services Corporation; PO Box 730681; Dallas, TX 75373-0681 or such other location that we designate in writing. Your obligations, including your obligation to pay the Lease Payments due in any fiscal year, will constitute a current expense of yours for such fiscal year and will not constitute an indebtedness of yours within the meaning of the constitution and laws of the State in which you are located (the "State"). Nothing in this Agreement will constitute a pledge by you of any taxes or other moneys, other than moneys lawfully appropriated from time to time for the payment of the "Payments" (as defined in the last sentence of this Section) owing under this Agreement. You agree that, except as provided in Section 7, your duties and liabilities under this Agreement and any associated documents are absolute and unconditional. Your payment and performance obligations are not subject to cancellation, reduction, or setoff for any reason. You agree to settle all claims, defenses, setoffs, counterclaims and other disputes you may have with the Supplier, the manufacturer of the Unit, or any other third party directly with the Supplier, the manufacturer or the third party, as the case may be. You will not assert, allege or make any such claim, defense, setoff, counterclaim or other dispute against us or with respect to the payments due us under this Agreement. As used in this Agreement, "Payments" will mean the Lease Payments and any other amounts required to be paid by you.

The portion of the Lease Payments constituting principal will bear interest (computed on the basis of actual days elapsed in a 360 day year) at the rate of 3.20% per annum.

4. Late Charges If we do not receive a Payment on the date it is due, you will

pay to us, on demand, a late payment charge equal to the lesser of five percent (5%) of such Payment or the highest charge allowed by law.

5. Security Interest To secure your obligations under this Agreement, you grant us a continuing first priority security interest in each Unit (including any Additional Collateral), including all attachments, accessories and optional features (whether or not installed on such Units) and all substitutions, replacements, additions, and accessions, and the proceeds of all the foregoing, including, but not limited to, proceeds in the form of chattel paper. You authorize the filing of such financing statements and will, at your expense, do any act and execute, acknowledge, deliver, file, register and record any document, which we deem desirable to protect our security interest in each Unit and our rights and benefits under this Agreement. You, at your expense, will protect and defend our security interest in the Units and will keep the Units free and clear of any and all claims, liens, encumbrances and legal processes however and whenever arising.

6. Disclaimer of Warranties WE HAVE NOT MADE AND DO NOT MAKE ANY WARRANTY, REPRESENTATION OR COVENANT OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE UNITS. AS TO US, YOUR LEASE AND PURCHASE OF THE UNITS WILL BE ON AN "AS IS" AND "WHERE IS" BASIS AND "WITH ALL FAULTS". Nothing in this Agreement is intended to limit, waive, abridge or otherwise modify any rights, claims, or causes of action that you may have against any person or entity other than us.

7. Non-Appropriation You have an immediate need for, and expect to make immediate use of, the Units. This need is not temporary or expected to diminish during the term of this Agreement. To that end, you agree, to the extent permitted by law, to include in your budget for the current and each successive fiscal year during the term of this Agreement, a sufficient amount to permit you to discharge your obligations under this Agreement. Notwithstanding any provision of this Agreement to the contrary, we and you agree that, in the event that prior to the commencement of any of your fiscal years you do not have sufficient funds appropriated to make the Payments due under this Agreement for such fiscal year, you will have the option of terminating this Agreement as of the date of the commencement of such fiscal year by giving us sixty (60) days prior written notice of your intent to terminate. No later than the last day of the last fiscal year for which appropriations were made for the Payments (the "Return Date"), you will



return to us all of the Units, at your sole expense, in accordance with Section 14, and this Agreement will terminate on the Return Date without penalty or expense to you and you will not be obligated to pay the Lease Payments beyond such fiscal year; provided, that you will pay all Payments for which moneys have been appropriated or are otherwise available; and provided further, that you will pay month-to-month rent at the rate set by us for each month or part of any month that you fail to return the Units.

8. **Tax Warranty** You will, at all times, do and perform all acts and things necessary and within your control to ensure that the interest component of the Lease Payments will, for the purposes of Federal income taxation, be excluded from our gross income. You will not permit or cause your obligations under this Agreement to be guaranteed by the Federal Government or any branch or instrumentality of the Federal Government. You will use the Units for the purpose of performing one or more of your governmental functions consistent with the scope of your authority and not in any trade or business carried on by a person other than you. You will report this Agreement to the Internal Revenue Service by filing Form 8038G, 8038GC or 8038, as applicable. Failure to do so will cause this Agreement to lose its tax exempt status. You agree that if the appropriate form is not filed, the interest rate payable under this Agreement will be raised to the equivalent taxable interest rate. If the use, possession or acquisition of the Units is determined to be subject to taxation, you will pay when due all taxes and governmental charges assessed or levied against or with respect to the Units.

9. **Assignment** You may not, without our prior written consent, by operation of law or otherwise, assign, transfer, pledge, hypothecate or otherwise dispose of your right, title and interest in and to this Agreement and/or the Units and/or grant or assign a security interest in this Agreement and/or the Units, in whole or in part. We may not transfer, sell, assign, pledge, hypothecate, or otherwise dispose of our right, title and interest in and to this Agreement and/or the Units and/or grant or assign a security interest in this Agreement and/or the Units, in whole or in part.

10. **Indemnity** To the extent permitted by law, you assume liability for, agree to and do indemnify, protect and hold harmless us and our employees, officers, directors and agents from and against any and all liabilities, obligations, losses, damages, injuries, claims, demands, penalties, actions, costs and expenses (including reasonable attorney's fees), of whatsoever kind and nature, arising out of the use, condition (including, but not limited to, latent and other defects and whether or not discoverable by you or us), operation, ownership, selection, delivery, storage, leasing or return of any item of Units, regardless of where, how and by whom operated, or any failure on your part to accept the Units or otherwise to perform or comply with any conditions of this Agreement.

11. **Insurance; Loss and Damage** You bear the entire risk of loss, theft, destruction or damage to the Units from any cause whatsoever. No loss, theft, destruction or damage of the Units will relieve you of the obligation to make Lease Payments or to perform any obligation owing under this Agreement. You agree to keep the Units insured to protect all of our interests, at your expense, for such risks, in such amounts, in such forms and with such companies as we may require, including but not limited to fire and extended coverage insurance, explosion and collision coverage, and personal liability and property damage liability insurance. Any insurance policies relating to loss or damage to the Units will name us as loss payee as our interests may appear and the proceeds may be applied toward the replacement or repair of the Units or the satisfaction of the Payments due under this Agreement. You agree to use, operate and maintain the Units in accordance with all laws, regulations and ordinances and in accordance with the provision of any policies of insurance covering the Units, and will not rent the Units or permit the Units to be used by anyone other than you. You agree to keep the Units in good repair, working order and condition and house the Units in suitable shelter, and to permit us or our assigns to inspect the Units at any time and to otherwise protect our interests in the Units. If any Unit is customarily covered by a maintenance agreement, you will furnish us with a maintenance agreement by a party acceptable to us.

12. **Default; Remedies** An "Event of Default" will occur if (a) you fail to pay any

Payment when due and such failure continues for ten (10) days after the due date for such Payment or (b) you fail to perform or observe any other covenant, condition, or agreement to be performed or observed by you under this Agreement and such failure is not cured within twenty (20) days after written notice of such failure from us. Upon an Event of Default, we will have all rights and remedies available under applicable law. In addition, we may declare all Lease Payments due or to become due during the fiscal year in which the Event of Default occurs to be immediately due and payable by you and/or we may repossess the Units by giving you written notice to deliver the Units to us in the manner provided in Section 14, or in the event you fail to do so within ten (10) days after receipt of such notice, and subject to all applicable laws, we may enter upon your premises and take possession of the Units. Further, if we financed your obligations under any extended warranty agreement such as an Equipment Protection Plan, Extended Service Contract, Extended Warranty, Customer Service Agreement, Total Maintenance and Repair Agreement or similar agreement, we may cancel such extended warranty agreement on your behalf and receive the refund of the extended warranty agreement fees that we financed but had not received from you as of the date of the Event of Default.

13. **Miscellaneous** This Agreement may not be modified, amended, altered or changed except by a written agreement signed by you and us. In the event any provision of this Agreement is found invalid or unenforceable, the remaining provisions will remain in full force and effect. This Agreement, together with exhibits, constitutes the entire agreement between you and us and supersedes all prior and contemporaneous writings, understandings, agreements, solicitations, documents and representations, expressed or implied. Any terms and conditions of any purchase order or other documents submitted by you in connection with this Agreement which are in addition to or inconsistent with the terms and conditions of this Agreement will not be binding on us and will not apply to this Agreement. You agree that we may correct patent errors in this Agreement and fill in blanks including, for example, correcting or filling in serial numbers, VIN numbers, and dates. Any notices required to be given under this Agreement will be given to the parties in writing and by certified mail at the address provided in this Agreement, or to such other addresses as each party may substitute by notice to the other, which notice will be effective upon its receipt.

14. **Title; Return of Units** Notwithstanding our designation as "Lessor", we do not own the Units. Legal title to the Units will be in you so long as an Event of Default has not occurred and you have not exercised your right of non-appropriation. If an Event of Default occurs or if you non-appropriate, full and unencumbered title to the Units will pass to us without the necessity of further action by the parties, and you will have no further interest in the Units. If we are entitled to obtain possession of any Units or if you are obligated at any time to return any Units, then (a) title to the Units will vest in us immediately, and (b) you will, at your expense, promptly deliver the Unit to us properly protected and in the condition required by Section 11. You will deliver the Unit, at our option, (i) to the nearest Caterpillar dealer selling equipment of the same type as the Unit; or (ii) on board a carrier named by us and shipping the Unit, freight collect, to a destination designated by us. If the Unit is not in the condition required by Section 11, you must pay us, on demand, all costs and expenses incurred by us to bring the Unit into the required condition. Until the Units are returned as required above, all terms of this Agreement will remain in full force and effect including, without limitation, your obligation to pay Lease Payments and to insure the Units.

15. **Other Documents** In connection with the execution of this Agreement, you will cause to be delivered to us (i) either (A) a certified copy of your authorizing resolution substantially in the form attached as Attachment B and a copy of the minutes of the relevant meeting or (B) an opinion of your counsel substantially in the form attached as Attachment C; (ii) a Verification of Insurance substantially in the form attached to this Agreement; (iii) a copy of the signed Form filed with the Internal Revenue Service required in Section 8 above as Attachment D; and (iv) any other documents or items required by us.

16. **Applicable Law** This Agreement will be governed by the laws, excluding the laws relating to the choice of law, of the State in which you are located.

SIGNATURES

LESSOR
CATERPILLAR FINANCIAL SERVICES CORPORATION

Signature _____
Name (print) _____
Title _____
Date _____

LESSEE
COUNTY OF WEBB, TEXAS

Signature _____
Name (print) _____
Title _____
Date _____

the Units at any time and to otherwise protect our interests in the Units. If any Unit is customarily covered by a maintenance agreement, you will furnish us with a maintenance agreement by a party acceptable to us.

required by us.

CUSTOMER INFORMATION VERIFICATION
(Required Document)



In our efforts to continue providing timely customer service, we need your assistance confirming the following information. If any information is incorrect or missing, please note the necessary changes below and return this form with your signed documents. In addition, please review the Data Privacy Notice stated below. Thank you in advance for your cooperation.

Purchase Order # for new contract: _____

Current Information on file	Please make corrections here
Customer Name: COUNTY OF WEBB, TEXAS	_____
Physical Address: 1110 WASHINGTON SUITE 101 LAREDO, TX 78040	_____ _____
Mailing Address: 1110 WASHINGTON SUITE 101 LAREDO, TX 78040	_____ _____
Equipment Location: 1110 WASHINGTON LAREDO, TX 78040, WEBB	_____ _____
Business Phone: (956)523-5300	_____
E-mail Address: rillira@webbcountytx.gov	_____
Accounts Payable Contact Name and Phone:	_____
Tax Information	
Sales Tax Rate: 0	_____
Purchase Order # for new contract: _____	
(Please note: Sales Tax Rate, includes all applicable State, County, and City sales tax)	
City Limits	Asset outside the City Limits? Yes ___ No ___

Tax Exemption Status

Please indicate if you are tax exempt. Exempt*
 Non-Exempt

***A Tax Exemption Certificate is required for all tax exempt customers. If you are tax exempt - please enclose a current tax exemption certificate to be returned with your documents.**

Electronic Copy Available Upon Funding

If you would like an electronic copy of your contract, please provide a valid email address below (one letter per line).

The information above has been reviewed and is accurate to the best of my knowledge with exception of any corrections as noted.

***Should the above changes apply to ALL of your contracts, OR for this contract ONLY?**

ALL CONTRACTS
 THIS CONTRACT ONLY (Please note: Sales Tax Rate, includes all applicable State, County, and City sales tax)

THE ABOVE INFORMATION HAS BEEN REVIEWED AND IS ACCURATE TO THE BEST OF MY KNOWLEDGE WITH EXCEPTION OF ANY CORRECTIONS AS NOTED.

Customer Initials

Data Privacy Notice: This notice pertains to personal data supplied in connection with your credit application. By providing your information to Caterpillar Inc. or any of its subsidiaries or affiliates, including Caterpillar Financial Services Corporation (collectively "Caterpillar"), you are agreeing that the information may be shared among Caterpillar and its partners and dealers, and used to process your applications for credit and other orders and to improve or market Caterpillar products and services. If you have any questions pertaining to this notice, please contact the Data Privacy Coordinator at 615-341-8222.





GOVERNMENTAL ENTITY RESOLUTION TO LEASE, PURCHASE AND/OR FINANCE

WHEREAS, the laws of the State of Texas (the "State") authorize COUNTY OF WEBB, TEXAS (the "Governmental Entity"), a duly organized political subdivision, municipal corporation or similar public entity of the State, to purchase, acquire and lease personal property for the benefit of the Governmental Entity and its inhabitants and to enter into any necessary contracts; and

the Governmental Entity wants to lease, purchase and/or finance equipment ("Equipment") from Caterpillar Financial Services Corporation and/or an authorized Caterpillar dealer ("Caterpillar") by entering into that certain Governmental Equipment Lease-Purchase Agreement (the "Agreement") with Caterpillar; and

the form of the Agreement has been presented to the governing body of the Governmental Entity at this meeting.

RESOLVED, that: (i) the Agreement, including all schedules and exhibits attached to the Agreement, is approved in substantially the form presented at the meeting, with any Approved Changes (as defined below), (ii) the Governmental Entity enter into the Agreement with Caterpillar and (iii) the Agreement is adopted as a binding obligation of the Governmental Entity; and

that changes may later be made to the Agreement if the changes are approved by the Governmental Entity's counsel or members of the governing body of the Governmental Entity signing the Agreement (the "Approved Changes") and that the signing of the Agreement and any related documents is conclusive evidence of the approval of the changes; and

that the persons listed below, who are the incumbent officers of the Governmental Entity (the "Authorized Persons"):

Name (Print or Type)	Title (Print or Type)
_____	_____
_____	_____

the Governmental Entity wants to lease, purchase and/or finance equipment ("Equipment") from Caterpillar Financial Services Corporation and/or an authorized Caterpillar dealer ("Caterpillar") by entering into that certain Governmental Equipment Lease-Purchase Agreement (the "Agreement") with Caterpillar; and each is, authorized, directed and empowered, on behalf of the Governmental Entity, to (i) sign and deliver to Caterpillar, and its successors and assigns, the Agreement and any related documents, and (ii) take or cause to be taken all actions he/she deems necessary or advisable to acquire the Equipment, including the signing and delivery of the Agreement and related documents; and

that the Secretary/Clerk of the Governmental Entity is authorized to attest to these resolutions and affix the seal of the Governmental Entity to the Agreement, these resolutions, and any related documents; and

that nothing in these resolutions, the Agreement or any other document imposes a pecuniary liability or charge upon the general credit of the Governmental Entity or against its taxing power, except to the extent that the payments payable under the Agreement are special limited obligations of the Governmental Entity as provided in the Agreement; and

that a breach of these resolutions, the Agreement or any related document will not impose any pecuniary liability upon the Governmental Entity or any charge upon its general credit or against its taxing power, except to the extent that the payments payable under the Agreement are special limited obligations of the Governmental Entity as provided in the Agreement; and

that the authority granted by these resolutions will apply equally and with the same effect to the successors in office of the Authorized Persons.

I, _____ of COUNTY OF WEBB, TEXAS, certify that the resolutions above are a full, true and correct copy of resolutions of the governing body of the Governmental Entity. I also certify that the resolutions were duly and regularly passed and adopted at a meeting of the governing body of the Governmental Entity. I also certify that such meeting was duly and regularly called and held in all respects as required by law, at the Governmental Entity's office. I also certify that at such meeting, a majority of the governing body of the Governmental Entity was present and voted in favor of these resolutions.

I also certify that these resolutions are still in full force and effect and have not been amended or revoked.

IN WITNESS of these resolutions, the officer named below executes this document on behalf of the Governmental Entity.

Signature: _____
Title: _____
Date: _____

any charge upon its general credit or against its taxing power, except to the extent that the payments payable under the Agreement are special limited obligations of the Governmental Entity as provided in the Agreement; and





Verification of Insurance

Lessee:

LESSOR (we):

LESSEE (you):

CATERPILLAR FINANCIAL SERVICES CORPORATION
2120 West End Avenue
Nashville, TN 37203-0001

COUNTY OF WEBB, TEXAS
1110 WASHINGTON
SUITE 101
LAREDO, TX 78040

Subject: Insurance Coverage Requirements

1. The above-named Lessor and Lessee have entered into Governmental Equipment Lease-Purchase Agreement Transaction Number 2855902 (the "Agreement"). In accordance with the Agreement, Lessee has instructed the insurance agent named below:

Company: _____

Address: _____

Phone No: _____

Agent's Name: _____

to issue:

a. All Risk Physical Damage Insurance on the Equipment (as defined in the Agreement) evidenced by a Certificate of Insurance and Long Form Loss Payable Clause naming the Lessor and/or its Assignee, as loss payee.

The Coverage Required: the aggregate purchase price for the Equipment.

b. Public Liability Insurance evidenced by a Certificate of Insurance, naming the Lessor and/or its Assignee as Additional Insured, with a minimum of \$1,000,000 per occurrence is required.

LAREDO, TX 78040

2. Proof of insurance coverage will be provided to Lessor or its Assignee prior to the time the Equipment is delivered to Lessee.

Model #	Equipment Description	Serial #	VIN #	Value Including Tax
1. 416F	Caterpillar Backhoe Loader	HWB00383		\$72,554.82
2. 140M3	Caterpillar Motor Grader	N9D00548		\$304,956.68
3. 140M3	Caterpillar Motor Grader	N9D00544		\$308,084.35

SIGNATURES

LESSEE

COUNTY OF WEBB, TEXAS

Signature _____
minimum of \$1,000,000 per occurrence is required.

Name (print) _____

Title _____

Date _____



Opinion of Counsel

Re: Governmental Equipment Lease-Purchase Agreement (Transaction Number 2855902) (the "Lease") Between COUNTY OF WEBB, TEXAS("Lessee") and Caterpillar Financial Services Corporation ("Lessor")

Sir/Madam:

I am an attorney for Lessee, and in that capacity I am familiar with the above-referenced transaction, the Lease, and all other documents pertaining to the Lease (the Lease and such other documents pertaining to the Lease being referred to as the "Lease Agreements").

Based on my examination of these and such other documents, records and papers and matters of fact and laws as I deemed to be relevant and necessary as the basis for my opinion set forth below, upon which opinion Lessee and any subsequent assignee of Lessee's interest may rely, it is my opinion that:

- 1. Lessee is a fully constituted political subdivision or agency duly organized and existing under the Constitution and laws of the State of Texas (the "State"), and is authorized by such Constitution and laws (i) to enter into the transaction contemplated by the Lease Agreements and (ii) to carry out its obligations thereunder.
2. The Lease Agreements (i) have been duly authorized, executed and delivered by Lessee and (ii) constitute valid, legal and binding obligations and agreements of Lessee, enforceable against Lessee in accordance with their terms, assuming due authorization and execution thereof by Lessor.
3. No further approval, license, consent, authorization or withholding of objections is required from any federal, state or local governmental authority with respect to the entering into or performance by Lessee of the Lease Agreements and the transactions contemplated by the Lease Agreements.
4. Lessee has sufficient appropriations or other funds available to pay all amounts due under the Lease Agreements for the current fiscal year.
5. The interest payable to Lessor by Lessee under the Lease Agreements is exempt from federal income taxation pursuant to Section 103 of the Internal Revenue Code of 1986, as amended.
6. The entering into and performance of the Lease Agreements will not (i) conflict with, or constitute a breach or violation of, any judgment, consent decree, order, law, regulation, bond, indenture or lease applicable to Lessee, or (ii) result in any breach of, or constitute a default under, or result in the creation of, any lien, charge, security interest or other encumbrance upon any assets of Lessee or the Units (as defined in the Lease) pursuant to any indenture, mortgage, deed of trust, bank loan, credit agreement or other instrument to which Lessee is a party, or by which it or its assets may be bound.
7. No litigation or proceeding is pending or, to the best of my knowledge, threatened to, or which may, (a) restrain or enjoin the execution, delivery or performance by Lessee of the Lease Agreements, (b) in any way contest the validity of the Lease Agreements, (c) contest or question (i) the creation or existence of Lessee or its governing body or (ii) the authority or ability of Lessee to execute or deliver the Lease Agreements or to comply with or perform its obligations under the Lease Agreements. There is no litigation or proceeding pending or, to the best of my knowledge, threatened that seeks to or could restrain or enjoin Lessee from annually appropriating sufficient funds to pay the Lease Payments (as defined in the Lease) or other amounts contemplated by the Lease Agreements. In addition, I am not aware of any facts or circumstances which would give rise to any litigation or proceeding described in this paragraph.
8. The Units are personal property and, when subjected to use by Lessee, will not be or become fixtures under the laws of the State.
9. The authorization, approval and execution of the Lease Agreements, and all other proceedings related to the transactions contemplated by the Lease Agreements, have been performed in accordance with all applicable open meeting, public records, public bidding and all other applicable laws, rules and regulations of the State.
10. The appropriation of moneys to pay the Lease Payments coming due under the Lease and any other amounts contemplated by the Lease Agreements does not and will not result in the violation of any constitutional, statutory or other limitation relating to the manner, form or amount of indebtedness which may be incurred by Lessee.
11. The Lessor will have a perfected security interest in the Units upon the filing of an executed UCC-1 or other financing statement at the time of acceptance of the Units with the Secretary of State for the State.

SIGNATURE

Name (PRINT): _____ Date: _____
Signature: _____ Address: _____
Title: _____



Amendment to Governmental Lease-Purchase Agreement (Texas)
Transaction Number 2855902



This Amendment (the "Amendment"), dated _____ (the "Effective Date"), to the Governmental Lease-Purchase Agreement (the "Agreement") for the Transaction Number set out above is by and between the parties identified below.

1. PARTIES

LESSOR:

LESSEE:

CATERPILLAR FINANCIAL SERVICES CORPORATION
2120 West End Avenue
Nashville, TN 37203-0001

COUNTY OF WEBB, TEXAS
1110 WASHINGTON
SUITE 101
LAREDO, TX 78040

2. TERMS AND CONDITIONS

- a) Capitalized terms used but not defined herein will have the meaning given them in the Agreement.
- b) Except as provided herein, the Agreement will remain unchanged and in full force and effect in accordance with its terms. Any additional modifications are null and void unless approved in writing by you and us. Nothing herein will be deemed to be a waiver or amendment of any other provision contained in the Agreement or any of our rights or remedies under the Agreement.
- c) As of the Effective Date, the Agreement is amended as set forth below

3. AMENDMENT

Section 7 of the Agreement is amended and restated in its entirety as follows:

"7. Annual Right of Termination. You may terminate this Agreement as of the last day of any fiscal year during the term hereof by giving us sixty (60) days prior written notice (although the failure to give such notice will not affect your right to terminate this Agreement as provided herein). In the event you terminate this Agreement during the term hereof pursuant to this Section, you will, no later than the last day of such fiscal year, return to us all, but not less than all, of the Units, at your sole expense and in accordance with the terms of this Agreement. Upon such return, this Agreement will terminate as of the last day of such fiscal year (the "Termination Date"). Thereafter, you will not incur any additional obligations under this Agreement, provided, however, that you must pay all Lease Payments and other Payments due prior to the Termination Date or attributable to such period, and provided, further, that you must pay month-to-month lease payments at the rate set forth in this Agreement for each month or part thereof that you fail to return the Units."

SIGNATURES

CATERPILLAR FINANCIAL SERVICES CORPORATION

COUNTY OF WEBB, TEXAS

Signature _____

Signature _____

Name (print) _____

Name (print) _____

Title _____

Title _____

Date _____

Date _____





CATERPILLAR INSURANCE COMPANY (CIC) SELECTION FORM

Before financing your equipment, you must arrange physical damage insurance on the equipment identified below. The insurance may be provided through an insurance agent or insurance company of your choice, provided the insurance company satisfies minimum financial requirements.

As an alternative to obtaining your own insurance, you may elect to have your equipment insured under coverage arranged by Caterpillar Insurance Services Corporation, that has been designed specifically for the purchasers of Cat® equipment.

Please complete this form if you elect to insure your equipment with Caterpillar Insurance Company (CIC).

CIC Physical Damage Insurance Policy Summary

Please note: This is only a brief description of the CIC Physical Damage Insurance Program. Contractual provisions contained in the policy will govern.

Coverage

CIC Physical Damage Insurance protects your equipment against physical damage losses, including collision, fire, theft, vandalism, upset or overturn, floods, sinking, earthquakes and other unfortunate acts of nature. The protection has been designed for owners of heavy equipment and provides superior benefits you most likely would not find in other plans.

The CIC Physical Damage Insurance does include normal exclusions. Some important exclusions are wear and tear, rust, loss of income, war, nuclear damage, and mechanical breakdown, automobiles, watercraft, waterborne shipments, tires or tubes or mobile track belts damaged by blow-out, puncture, and road damage.

Repairs

When a covered loss occurs, this plan will pay for Cat® replacement parts on all your new or used Caterpillar equipment. On all equipment from other manufacturers, the plan will pay for comparable replacement parts.

Transportation

Your CIC plan will pay for round-trip transportation of covered damaged equipment to and from your Cat dealer's repair facility, up to \$2,500 limit.

Rental Reimbursement

The plan allows for rental costs up to \$2,500 that you incur to rent similar equipment following a covered loss. You are automatically protected with up to \$100,000 of coverage for damage to the similar equipment you rent.

Claims

In the event of a total loss, the policy will pay the greatest of the following:

- The payoff value of the loan on the damaged parts or equipment as of the date of loss or
- The actual cash value of that covered property, or
- The cost of replacing that property with property of like kind and quality.

The policy will pay 10% of scheduled loss, up to a \$10,000 maximum for debris removal.

The policy will pay fire department service fees up to \$5,000.

Deductible

\$1,000 Construction and Agricultural Equipment Deductibles:
\$5,000 deductible all logging Equipment

Customer Service

If you have any questions or need additional details, see your Authorized Cat Dealer or call CIC toll free at **1-800-248-4228**. You may also e-mail CIC at physicaldamage@cat.com.

POLICYHOLDER DISCLOSURE

NOTICE OF TERRORISM RISK INSURANCE ACT OF 2002

(as extended by the Terrorism Risk Insurance Extension Act of 2005, and as amended in 2007)

You are hereby notified that under the Terrorism Risk Insurance Act, as amended in 2007, the definition of act of terrorism has changed. As defined in Section 102(1) of the Act: The term "act of terrorism" means any act that is certified by the Secretary of the Treasury - in concurrence with the Secretary of State, and the Attorney General of the United States - to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

Under your coverage, any losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Terrorism Risk Insurance Act, as amended in 2007. However, your policy may contain other exclusions, which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States Government generally reimburses 85% of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The Terrorism Risk Insurance Act, as amended, contains a \$100 billion cap that limits U.S. Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds \$100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced. The portion of your premium that is attributable to coverage for terrorist acts certified under the Act is: **\$0.00**



APPLICATION FOR CIC PHYSICAL DAMAGE INSURANCE

Model #	Equipment Description	Serial #	VIN	Value including Total Tax	Pymt Method-3 Total Premium	Pymt Method-1 Finance Pymt
1. 416F	Caterpillar Backhoe Loader	HWB00383			\$2,586.00	\$78.32
2. 140M3	Caterpillar Motor Grader	N9D00548			\$10,869.00	\$329.18
3. 140M3	Caterpillar Motor Grader	N9D00544			\$10,980.00	\$332.54

Marsha Blaisdell
Marsha Blaisdell, Authorized Insurance Producer

Arranged by Caterpillar Insurance Services Corporation

I understand that the total insurance premium for 36 months will be \$24,435.00, which is \$8,145.00 per year based upon the total equipment value of \$685,595.85.

- Method 1 I will finance the insurance premium, including finance charges, of \$740.04 per scheduled equipment payment. The finance charge is calculated at 3.20% per annum on the total insurance premium covering the full term of the finance agreement. By choosing Method 1 and signing this document you are agreeing to finance the insurance along with the equipment payments with Caterpillar Financial Services Corporation.
- Method 2 I desire coverage for an initial 12 month term. I will pay the \$8,145.00 premium and return the payment with the signed equipment documents. Please make check payable to CIC.
- Method 3 I will pay the total premium and return the payment with the signed equipment documents. Please make check payable to CIC.
- Method 4 I decline Caterpillar Insurance. I elect to obtain my own commercial insurance on the equipment shown from an agent or insurance company of my choice.

I understand that the quote I receive is not a binder of insurance. If I elect to obtain coverage from CIC, coverage will be effective in accordance with the terms and conditions of the issued Policy and that I may terminate the coverage at any time with advance written notice.

Marsha Blaisdell, Authorized Insurance Producer

I acknowledge that I have been notified that, under the TERRORISM RISK INSURANCE ACT of 2002 (as extended by the Terrorism Risk Insurance Extension Act of 2005), any losses caused by certified acts of terrorism under my policy will result in coverage under my policy that will be partially reimbursed by the United States as outlined in the attached policyholder disclosure notification.

I also acknowledge I have been advised that, if I accept this insurance, an appointed licensed insurance producer will receive commission compensation.

Customer Name: COUNTY OF WEBB, TEXAS
Dealer Name: HOLT TEXAS, LTD

Please note: If you would like a no obligation quote on your additional equipment, call 1-800-248-4228 extension 5754.

Accepted By: _____ Name (PRINT): _____
 Title: _____ Date: _____



Fraud Warning:

Applicable in AL, AR, DC, LA, MD, NM, RI and WV: Any person who knowingly (or willfully)* presents a false or fraudulent claim for payment of a loss or benefit or knowingly (or willfully)* presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison. *Applies in MD Only.

Applicable in CO: It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

Applicable in FL and OK: Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony (of the third degree)*. *Applies in FL Only.

Applicable in KS: Any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act.

Applicable in KY, NY, OH and PA: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties (not to exceed five thousand dollars and the stated value of the claim for each such violation)*. *Applies in NY Only.

Applicable in ME, TN, VA and WA: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties (may)* include imprisonment, fines and denial of insurance benefits. *Applies in ME Only.

Applicable in NJ: Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

Applicable in OR: Any person who knowingly and with intent to defraud or solicit another to defraud the insurer by submitting an application containing a false statement as to any material fact may be violating state law.

Applicable in PR: Any person who knowingly and with the intention of defrauding presents false information in an insurance application, or presents, helps, or causes the presentation of a fraudulent claim for the payment of a loss or any other benefit, or presents more than one claim for the same damage or loss, shall incur a felony and, upon conviction, shall be sanctioned for each violation by a fine of not less than five thousand dollars (\$5,000) and not more than ten thousand dollars (\$10,000), or a fixed term of imprisonment for three (3) years, or both penalties. Should aggravating circumstances [be] present, the penalty thus established may be increased to a maximum of five (5) years, if extenuating circumstances are present, it may be reduced to a minimum of two (2) years.

... by an insurer, purported insurer, broker or any agent thereof, any written statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act.

... *Applies in NY Only

... any person who knowingly and with intent to defraud or solicit another to defraud the insurer by submitting an application containing a false statement as to any material fact may be violating state law.



Meeting Minutes

HOLT TEXAS, LTD
HOLT AVE @ SOUTH W W WHITE RD
P.O. BOX 207916
SAN ANTONIO TX 782207916

Reference:

COUNTY OF WEBB, TEXAS

We are requesting a copy of the minutes of the appropriation meeting during which the funds for this deal were allocated.

A copy of this information is necessary to complete the documentation package and to fund the deal. Your ability to return a complete package will ensure timely payment to you.

Thank you for your assistance.

CATERPILLAR FINANCIAL SERVICES CORPORATION
DOCUMENTATION DEPARTMENT

The information is necessary to complete the documentation package and to fund the deal. Your ability to return a complete package will ensure timely payment to you.





This Purchase Agreement is between **HOLT TEXAS, LTD** ("Vendor") and **Caterpillar Financial Services Corporation** ("Cat Financial"). Vendor agrees to sell to Cat Financial and Cat Financial agrees to buy from Vendor the equipment described below (the "Unit(s)"), subject to the terms and conditions set forth below and on the reverse side hereof.

<u>Description of Unit(s)</u>	<u>Serial#</u>	<u>VIN #</u>	<u>Freight</u>	<u>Total Price</u>
(1) 416F New Caterpillar Backhoe Loader	HWB00383		\$0.00	\$73,318.83
(1) 140M3 New Caterpillar Motor Grader	N9D00548		\$0.00	\$243,146.78
(1) 140M3 New Caterpillar Motor Grader	N9D00544		\$0.00	\$246,391.13

Lessee:	Subtotal	\$562,856.74
COUNTY OF WEBB, TEXAS	Federal Excise Tax	0.00
1110 WASHINGTON SUITE 101	Other Tax	0.00
LAREDO TX 78040	Total Purchase Price	\$562,856.74
	Unit(s) Delivery Point:	
	1110 WASHINGTON,	
	LAREDO, TX 78040, WEBB	

See next page for additional terms and conditions.

SIGNATURES

CATERPILLAR FINANCIAL SERVICES CORPORATION

HOLT TEXAS, LTD

Signature _____
 Name (print) _____
 Title _____
 Date _____

Signature _____
 Name (print) _____
 Title _____
 Date _____

Unit(s) Delivery Point:

Name (print)



1. The lessee named on the front hereof (the "Lessee") has selected the Unit(s), instructed Cat Financial to purchase the Unit(s) from Vendor, and agreed to lease the Unit(s) from Cat Financial.
2. Cat Financial (or its assignee) will have no obligation hereunder (and any sums previously paid by Cat Financial to Vendor with respect to the Unit(s) shall be promptly refunded to Cat Financial) unless (a) all of the conditions set forth in Section 1.3 (if a master lease agreement) or Section 1 (if a non master lease agreement) of the lease with the Lessee covering the Unit(s) have been timely fulfilled and (b) the Lessee has not communicated to Cat Financial (or its assignee), prior to "Delivery" (as hereinafter defined) of the Unit(s), an intent not to lease the Unit(s) from Cat Financial. All conditions specified in this paragraph shall be deemed timely fulfilled unless prior to Delivery of the Unit(s), Cat Financial (or its assignee) shall notify Vendor to the contrary in writing, which shall include fax or email. "Delivery" shall mean the later of the time (a) Cat Financial executes this Purchase Agreement or (b) the Lessee or its agent takes control and/or physical possession of the Unit(s).
3. Upon timely satisfaction of the conditions specified in Paragraph 2 above, ownership, title and risk of loss to the Unit(s) shall transfer to Cat Financial (or its assignee) upon Delivery of the Unit(s).
4. Vendor warrants that (a) upon Delivery of the Unit(s), Cat Financial (or its assignee) will be the owner of and have absolute title to the Unit(s) free and clear of all claims, liens, security interests and encumbrances and the description of the Unit(s) set forth herein is correct and (b) the Unit Transaction Price set forth on the front hereof for each unit of Unit(s) leased under a lease is equal to such Unit(s)'s fair market value.
5. Vendor shall forever warrant and defend the sale of the Unit(s) to Cat Financial (or its assignee), its successors and assigns, against any person claiming an interest in the Unit(s).
6. Provided that no event of default exists under any agreement between Lessee and Cat Financial and upon timely satisfaction of the conditions specified in Paragraph 2 above, and unless otherwise agreed to in this Purchase Agreement, Cat Financial (or its assignee) shall pay Vendor the total Purchase Price set forth on the front hereof for the Unit(s) within three business days following (a) the receipt and approval by Cat Financial of all documentation deemed necessary by Cat Financial in connection with the lease transaction and (b) all credit conditions have been satisfied.
7. Vendor shall deliver the Unit(s) to the Lessee at the delivery point set forth on the front hereof.
8. This Purchase Agreement may be assigned by Cat Financial to a third party. Vendor hereby consents to any such assignment.
9. This Purchase Agreement shall become effective only upon execution by Cat Financial.

against any person claiming an interest in the Unit(s).

10. This Purchase Agreement may be assigned by Cat Financial to a third party. Vendor hereby consents to any such assignment.



PLEASE DISREGARD THIS OFFER IF YOU ALREADY HAVE A COMMERCIAL ACCOUNT

COUNTY OF WEBB, TEXAS
1110 WASHINGTON
SUITE 101
LAREDO, TX 78040

IMPORTANT OPPORTUNITY

As a Caterpillar Financial Services Corporation customer, you now have the opportunity to open a Commercial Account. Commercial Account is an easy and convenient way to pay for parts, service or rentals, and is accepted at all Cat Dealers and Cat Rental Stores in the U.S. With the Commercial Account, you will have the ability to better manage your cash flow by making a monthly minimum payment of 10% on all your parts and service purchases. Rental payments must be paid in full the month following the charge. You will receive one detailed monthly statement of your charges, and have the ability to view your transactions online through our secure website 24/7.

Through the Commercial Account you may also receive special 0% financing on rebuilds and major repairs (see your Cat Dealer for details).

- If you need flexibility in paying for a large repair or work tool purchase or
- You need expanded access to Caterpillar Dealers as your work grows beyond your dealership's area, then the Commercial Account is for you.

To request that an account be opened for you, please complete the application on the next page. Sign the application and return it with this document package OR fax it back to us at 615-341-5925.

If you are interested in a certain credit line amount, please indicate the desired amount on the application. Upon receipt, we will review your request and advise you of our decision.

Once you have returned the enclosed application, you will receive a welcome package with your credit line amount, account number and the Customer Agreement. **

For more information, please call us at 1-888-CAT-8811 or visit us at www.catfinancial.com/commercialaccount. Take advantage of this offer and activate your account today!

Receive one detailed monthly statement of your charges, and have the ability to view your transactions online through our secure website 24/7.

Best regards,

The Commercial Account Team

***Reply by: SEPTEMBER 25, 2016 to take advantage of this offer.**

****In some instances, we may not be able to open an account for you based on your credit report and other pre-determined criteria. We will notify you by mail if we are unable to open an account for you.**

To request that an account be opened for you, please complete the application on the next page. Sign the application and return it with this document package OR fax it back to us at 615-341-5925.





CREDIT APPLICATION (SUBMIT WITH DOCUMENTATION PACKET)
 Caterpillar Financial Commercial Account Corporation
 Phone: (800) 651-0567 Fax: (615) 341-5925
 Email: Credit.Department@cat.com

COUNTY OF WEBB, TEXAS
 1110 WASHINGTON
 SUITE 101
 LAREDO, TX 78040

NOTICES

Definitions: The terms "you" and "your" will refer to the person applying for financing, each Guarantor and each Signatory signing this credit application. The terms "we", "us" or "our" will refer to Caterpillar Financial Services Corporation ("CFSC") and/or Caterpillar Financial Commercial Account Corporation ("CFCAC" and, together with CFSC, the "Cat Financial Companies"), either individually or collectively, as applicable. Collectively, the Cat Financial Companies, Caterpillar Inc. and their affiliates and subsidiaries are referred to herein as the "Caterpillar Companies".

Representations and warranties: You represent that the information provided by you in this credit application (i) is true, correct and complete and (ii) is provided for the purpose of you obtaining credit from us.

Privacy Notice: You authorize us, or our designee, to investigate or obtain from other Caterpillar Companies, sellers of Caterpillar products (each a "Dealer"), banks, consumer reporting agencies, financial institutions, merchants, customers or any other person or entity any personal or business information related to you that we may deem appropriate, including but not limited to consumer reports and credit histories, for the use described herein. You authorize and instruct each such person or entity to furnish, share or otherwise make accessible to us any such information in their possession. We may use and rely upon such information, and any information provided in this credit application, (a) to make a credit decision to extend credit now or in the future pursuant to a subsequent application or request, (b) to continue any previously provided credit, (c) to review your account, (d) to assist in any collection activity, (e) to otherwise investigate your credit, (f) to improve or market Caterpillar products and services, and (g) to share such information with any other person or entity, including but not limited to the Caterpillar Companies, Dealers, consumer reporting agencies, financial institutions, and merchants.

This application for credit is solely from us. A decision to grant or deny business credit by CFSC will be made by CFSC, and a decision to grant or deny credit by CFCAC will be made by CFCAC. We may, in our sole discretion, refuse to extend business credit, goods, or services to you and may terminate any such credit extended at any time. Any references to a requested amount of credit in this credit application will not be deemed a limitation of liability by you. You understand and agree that any credit granted by us to you will be governed by the provisions and conditions set forth in CFCAC's Customer Agreement (or similarly titled) between us where granted by CFCAC or the applicable agreements between us where granted by CFSC.

You acknowledge that this credit application is for business customers only (including sole proprietorships) and credit provided by us in connection with this credit application may not be used to acquire equipment or services for personal, household or family purposes. You acknowledge that you have read and fully understand the terms and conditions contained in this credit application.

The federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning these creditors is the FTC Regional Office for the region in which the Cat Financial Companies operate or the Federal Trade Commission, Equal Credit Opportunity, Washington, DC 20580.

If your application for business credit is denied, you have the right to a written statement of the specific reasons for the denial. To obtain the statement, contact us at the applicable address below within 60 days from the date you are notified of our decision. We will send you a written statement of the reasons for the denial within 30 days from receiving your request for the statement.

Caterpillar Financial Services Corporation, Attn: Credit Manager, 2120 West End Ave., P.O. Box 340001, Nashville, TN 37203

COMPLETE if you are financing PARTS, SERVICE, ATTACHMENTS or RENTING equipment from a Cat Dealer with Commercial Account

Requesting a revolving credit limit range of (select ONE): \$ _____ \$25,000 or less \$25,000-\$75,000 \$75,000 or more (see FINANCIAL section below)

Billing preference (select ONE or statement billing will apply):

- STATEMENT BILLING:** Receive one statement monthly that covers all transactions made during that period. A minimum payment of 10% (revolving) of the account balance plus interest is due each payment cycle, or pay in full without interest charges. Rental charges are due in full by the due date. As with all statement billing methods payments are applied to the oldest outstanding balance.
- INVOICE BILLING:** Immediately receive a separate Invoice Bill that mirrors the dealer invoice for each transaction you make, plus receive a monthly summary of all paid and open invoices. The full payment of the invoice is due on the stated terms.

Name(s) of individual(s) authorized to charge on account: 1) Name _____ 2) Name _____

Contact Credit.Department@cat.com to request additional authorized users.

FINANCIAL: Attach the following if financing exceeds \$75,000 for a Commercial Account

Financial statements for the last 2 fiscal year-ends, latest interim statements and comparable interims from prior year (if fiscal year-end is over 120 days), and a detailed list of work on hand

Additional financial information may be required.

SIGNATURES

Required signatures: If you are a legal entity (e.g., corporation, limited liability company or limited liability partnership), an authorized person must sign below on your behalf in addition to each owner listed in this credit application. If you are a partnership or a sole proprietorship, each owner must sign below.

Ownership (To be completed by every owner; ID required)

1) Signature _____ Printed Name _____ Date _____

2) Signature _____ Printed Name _____ Date _____

Authorized Signature (Individual OTHER than owner) _____ Date _____

Printed Name _____ Title _____

statement billing methods payments are applied to the oldest outstanding balance.

REVISED 2013





SALES AGREEMENT

DATE _____ Agreement Number: **171203**

HOLT TEXAS LTD (HOLT), 3302 South W. W. White Road, San Antonio, TX 78220 Phone:(800) 275-4658

CUSTOMER	WEBB COUNTY ROAD & BRIDGE		
STREET ADDRESS	7210 E SAUNDERS ST		<SAME>
CITY/STATE	LAREDO, TX	COUNTY/COUNTRY	WEBB (6W3), UNITED STATES
POSTAL CODE	78041-9000	PHONE NO.	956 721 2585
CUSTOMER CONTACT:	EQUIPMENT	JOSE VILLAGRAN	
	PRODUCT SUPPORT	JOSE VILLAGRAN	
INDUSTRY CODE:	COUNTY GOVERNMENT (PS92)	PRINCIPAL WORK CODE	
			F.O.B. AT: Laredo - Machine Division SHIP VIA:
CUSTOMER NUMBER	1270301	Sales Tax Exemption # (if applicable) - TYPE: N/A TX COUNTY GOVT	CUSTOMER PO NUMBER LKE (Yes/No)
PAYMENT TERMS: (Payment Terms are subject to Finance Company - OAC approval)			
NET PAYMENT ON RECEIPT OF INVOICE	<input type="checkbox"/>	NET ON DELIVERY	<input type="checkbox"/>
		FINANCIAL SERVICES	<input checked="" type="checkbox"/> CSC <input type="checkbox"/> LEASE <input type="checkbox"/> Net 30
CASH WITH ORDER	<input type="checkbox"/>	BALANCE TO FINANCE	<input type="checkbox"/>
		CONTRACT INTEREST RATE	RELEASE NUMBER

DESCRIPTION OF EQUIPMENT ORDERED / PURCHASED			
MAKE: CATERPILLAR INC	MODEL: TBA	YEAR: 2015	
ID NUMBER: HLK025587	SERIAL NUMBER: 0HWB00383	SMU: 4	
416F2 BHL ST, TIER 4 HRC, 70KW	450-8445	CUTTING EDGE/ TWO PIECE	9R-5321
BUCKET	219-3396	INSTRUCTIONS, ANSI	430-9944
LANE 3 ORDER	0P-9003	SERIALIZED TECHNICAL MEDIA KIT	421-8926
STICK, STANDARD, 14FT	450-8726	FAN, STANDARD CAB/ CANOPY	454-6610
CONTROLS, BACKHOE PATTERN	398-2496	PRODUCT LINK, CELLULAR, PL6411	447-0049
PT, 2WD, STD SHIFT, MECH	450-8597	BATTERY, HEAVY DUTY	457-2797
ENGINE, 70KW, C4.4 ACERT, T4F	450-8754	PLATE GROUP - BOOM WEAR	423-7607
HYDRAULICS, GP, 5PCN/7BNK	450-8511	GUARD, STABILIZER	353-1389
CANOPY, BASE	450-8677	SERVICE FILTER PACK, T4/C4.4	399-0118
SEAT, VINYL	433-4804	RUST PREVENTATIVE APPLICATOR	0G-3273
BELT, SEAT, 2" SUSPENSION	206-1747	SHIPPING/STORAGE PROTECTION: Air Ventilation	0P-2266
TIRES, 12 16.5/19.5L-24, FS, 2WD	418-7773	PACK, DOMESTIC TRUCK	0P-0210
COUNTERWEIGHT, 1015 LBS	337-9696		
STABILIZER PADS, FLIP-OVER	9R-6007		
BUCKET-GP, 1.25 CYD	337-7385		

TRADE-IN EQUIPMENT				TERMS OF SALE	
MODEL: _____	YEAR: _____	SN: _____		Sell Price	\$72,554.82
PAYOUT TO: _____	AMOUNT: _____	PAID BY: _____		Sub Total	\$72,554.82
MODEL: _____	YEAR: _____	SN: _____		Document Fee	\$350.00
PAYOUT TO: _____	AMOUNT: _____	PAID BY: _____		Down Payment	\$764.01
MODEL: _____	YEAR: _____	SN: _____		Total	\$73,668.83
PAYOUT TO: _____	AMOUNT: _____	PAID BY: _____			
ALL TRADE-INS ARE SUBJECT TO EQUIPMENT BEING IN "AS INSPECTED CONDITION" BY HOLT AT TIME OF DELIVERY. CUSTOMER HEREBY SELLS THE TRADE-IN EQUIPMENT DESCRIBED ABOVE TO HOLT AND WARRANTS IT TO BE FREE AND CLEAR OF ALL CLAIMS, LIENS, MORTGAGES AND SECURITY INTEREST EXCEPT AS SHOWN ABOVE.					

DISCLAIMER OF WARRANTIES AND WAIVER OF CLAIMS:
HOLT IS NOT A MANUFACTURER OF THE EQUIPMENT. ALTHOUGH HOLT MAY ADMINISTER WARRANTIES ISSUED BY THE MANUFACTURER, CUSTOMER ACKNOWLEDGES AND AGREES THAT: (1) ANY EXPRESS WARRANTIES BY THE MANUFACTURER FOR THE EQUIPMENT ARE NOT THE RESPONSIBILITY OF HOLT; AND (2) THE MANUFACTURER'S WARRANTY CONTAINS LIMITATIONS AND CUSTOMER MAY INCUR CERTAIN REPAIR, TRANSPORTATION OR OTHER CHARGES BY HOLT WHICH ARE NOT COVERED BY THE MANUFACTURER'S WARRANTY.

HOLT, BY VIRTUE OF HAVING SOLD THE EQUIPMENT UNDER THIS AGREEMENT, HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO CONDITION, COMPLIANCE WITH SPECIFICATIONS OR REGULATIONS, QUALITY, DURABILITY, SUITABILITY, MERCHANTABILITY, FITNESS FOR USE OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT. HOLT IS NOT LIABLE FOR ANY DAMAGES (WHETHER ORDINARY, SPECIAL OR PUNITIVE) ARISING FROM ANY FAILURE OF THE EQUIPMENT TO OPERATE OR THE FAULTY OPERATION OF THE EQUIPMENT, OR THE INSTALLATION, OPERATION, REPAIR OR USE OF THE EQUIPMENT.

OTHER TERMS AND CONDITIONS
ADDITIONAL TERMS AND CONDITIONS SET FORTH ON THE REVERSE SIDE HEREOF OR ATTACHED HERETO (AS APPLICABLE) CONSTITUTE AN IMPORTANT PART OF THIS AGREEMENT AND ARE INCORPORATED HEREIN VERBATIM FOR ALL PURPOSES. PLEASE REVIEW SUCH OTHER TERMS AND CONDITIONS BEFORE SIGNING THIS AGREEMENT.

THESE TERMS AND CONDITIONS SUPERSEDE ALL OTHER TERMS AND CONDITIONS PRESENTED BY OR TO CUSTOMER UNLESS PROVIDED IN A DOCUMENT SIGNED BY AN AUTHORIZED REPRESENTATIVE OF BOTH PARTIES AND CONTAINING REFERENCE TO THIS SALES ORDER AGREEMENT.

EQUIPMENT WARRANTY
Customer acknowledges that he has received a copy of any warranty and has read and understood said warranty. All used equipment is sold as is where is and no warranty is offered or implied except as specified herein.

Premier Warranty Parts and Labor
Only 36 / 3000

INITIAL _____

CSA: _____

NOTES: _____

THIS AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS ATTACHED

Date Aug 01, 2016

Jaime Liendo(146)

ORDER RECEIVED BY _____

SALES MANAGER _____

By _____

AMOUNT _____ SIGNATURE _____

TITLE _____

WEBB COUNTY ROAD & BRIDGE

CUSTOMER _____

By _____

SIGNATURE _____

TITLE _____

ADDITIONAL TERMS AND CONDITIONS

1. AGREEMENT: This Agreement becomes binding on Holt only upon Holt's execution of this Agreement, and subject to the availability of the Equipment from the manufacturer. Customer shall inspect the Equipment immediately upon its receipt, and shall be conclusively deemed to have accepted the Equipment in good and operating condition unless the Customer promptly notifies Holt of any defects, in writing and via telephone. Holt shall have the right, at its option, to either repair or replace the Equipment, or terminate this Agreement, in which event the Equipment shall be returned to Holt. Delays in delivery shall be excused if caused by any cause beyond the reasonable control of Holt.

2. TITLE TO EQUIPMENT: Title to the Equipment shall pass to the Customer only upon Holt's actual receipt of funds in the total amount of the Purchase Price and other sums due to Holt hereunder.

3. TAKEN IN TRADE: Customer does hereby irrevocably sell, assign, transfer and convey possession, ownership and title unto Holt to the Trade-in Equipment described above. Customer warrants that it is the sole owner of the Trade-in Equipment, has full power and authority to sell the Trade-in Equipment, and that there is no lien or any encumbrance of any kind or nature against the Trade-in Equipment, of record or otherwise.

4. TAXES: Customer shall promptly pay all taxes, fees, transportation and other costs, assessments and all governmental charges of any kind or character, and any penalties, fines or interest thereon relating to the Equipment.

5. CUSTOMER'S WARRANTIES AND USE: In addition to the other warranties contained herein, Customer warrants that (i) if Customer is an entity, it is duly organized and validly existing in good standing, and (ii) is duly authorized to execute, deliver and perform under this Agreement. Customer further agrees and warrants, at its cost, that: (1) the Equipment shall at all times be used solely for Customer's business and not for personal, family, or household use, and in accordance with the use, and/or instructional materials, solely for the purpose for which it was intended; (2) only Customer's employees (who must be skilled, trained and certified to do so) shall use the Equipment. Customer hereby further agrees and warrants that (i) any payments made pursuant to this Agreement are intended by the Customer to be a contemporaneous exchange for new value given to Customer and it is a substantially contemporaneous exchange and (ii) each payment made of a debt incurred by Customer under this Agreement is in the ordinary course of business or financial affairs of Customer and Holt, and such payment was made in the ordinary course of business or financial affairs of Customer and Holt, or made according to ordinary business terms.

6. LOSS AND DAMAGE: Customer assumes all liability and risk of, and shall be solely responsible for, all damage and loss to the Equipment from any cause whatsoever, whether or not such loss or damage is or could have been covered by insurance. Until the Equipment is paid in full, Customer shall promptly give Holt written notice of any loss or damage and reimburse Holt for the value of the Equipment if damaged or stolen. Holt's sole responsibility for shipments shall be to deliver the Equipment to a public carrier company.

7. SECURITY AGREEMENT: Customer hereby grants to Holt a continuing purchase money security interest in the Equipment and any and all additions, substitutions and all proceeds thereof to secure Customer's obligations hereunder whether now existing or hereafter created and all renewals, extensions and rearrangement of such liabilities. Customer appoints Holt as Customer's irrevocable attorney-in-fact to file, at Customer's cost, any financing statement (and any amendments, renewals and related instruments) on the Equipment: (i) to perfect a security interest in the Equipment, and/or (ii) to release, terminate, and void Customer's interest in the Equipment. The date of delivery, for purposes of filing any financing statement, shall be the date on which the Equipment is put into service and "made ready" or invoiced by Holt, whichever is later.

8. EVENTS OF DEFAULT: The following are events of default by Customer: (1) failure to pay any amount due hereunder or otherwise; (2) Customer's ceasing to do business, becoming insolvent, taking advantage of any law for the relief of debtors or filing bankruptcy, making an assignment for the benefit of creditors; (3) when Holt deems itself insecure with respect to Customer's performance; (4) Customer fails to perform any of Customer's other obligation hereunder or otherwise; (5) Customer's representation or warranty is false or misleading.

9. REMEDIES ON DEFAULT: In the event of any default by Customer, Holt is entitled to do any one or more of the following remedies, without any notice of default: (a) take possession of the Equipment or any other equipment, including enter premises where its located; (b) terminate this Agreement; (c) seek specific performance or injunction or recover damages; (d) stop delivery of the Equipment or any other equipment; (e) surrender any insurance policies and receive the unearned premiums; (f) without terminating this Agreement, Holt may take possession of the Equipment and sell, relet or otherwise dispose of the Equipment as a secured party under UCC and deduct all expenses, costs, reasonable attorneys fees, and other charges incurred by Holt; (g) recover deficiency from Customer; and/or (h) perform by itself, or cause performance of, Customer's obligation, at Customer's cost. In no event shall Holt be required to sell or relet the Equipment, nor required to rebate or pay back any gain or profit as a result of leasing the Equipment. Holt's remedies hereunder shall not be exclusive, but shall be cumulative and in addition to all other remedies existing at law or in equity.

10. INDEMNITY: CUSTOMER AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS HOLT AND HOLT'S PARTNERS, EMPLOYEES, AGENTS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS FROM ANY AND ALL CLAIM, EXPENSE, CAUSE OF ACTION, DAMAGE, LIABILITY, COST, PENALTY, TAX, ASSESSMENT, CHARGE, PUNITIVE DAMAGE OR EXPENSE BY REASON OF ANY ACT OR OMISSION OF CUSTOMER OR ITS EMPLOYEES, AGENTS, CONTRACTORS, SUBCONTRACTORS, AFFILIATES OR INVITEES.

11. ASSIGNMENT: HOLT may assign any of its rights and obligations hereunder without notice, including, but not limited to, assignment of the HOLT equipment sale and/or trade-in purchase rights under this Agreement to HLKE, Inc. No assignee of HOLT, including HLKE, Inc., as qualified intermediary or the assignee's officers, directors, agents, or employees, shall be obligated to perform any covenant, condition or obligation required to be performed by HOLT hereunder. However, in the event any assignee agrees to assume the obligations of HOLT, Customer agrees that HOLT shall be released from all further liability hereunder. Neither this Agreement nor any of Customer's rights hereunder shall be assignable by Customer without the prior written consent of HOLT.

12. INSURANCE COVERAGES: Customer shall maintain Equipment insurance and General Liability insurance, Auto Liability insurance, and Workers Compensation and Employer's Liability Insurance, each with minimum \$1,000,000 per occurrence and shall deliver to Holt a Certificate of Insurance evidencing same. Such insurance obtained by Customer shall be primary.

13. NOTICES: All notices hereunder shall be in writing and shall be deemed delivered if delivered personally or mailed, by certified mail, return receipt requested, to the respective addresses of the parties set forth above or any other address designated by written notice.

14. MISCELLANEOUS: This Agreement may only be modified by a written agreement signed by Holt. If any provision of this Agreement is hereafter held invalid or unenforceable, the remainder of the Agreement shall not be affected and the provisions are declared severable. If there is more than one Customer, the obligations of Customers hereunder are joint and several. Subject to the terms hereof, this Agreement shall be binding upon and inure to the benefit of Holt and Customer and their respective personal representatives, successors and assigns. This Agreement shall be governed by the laws of Texas, each party hereby irrevocably consents to submit to the exclusive jurisdiction of the courts of the state of Texas in either Dallas County or Bexar County, Texas. I agree and acknowledge that to the extent equipment is equipped with a telematics system (e.g., Product Link), that data concerning such equipment, including condition, and operation are being transmitted to Caterpillar Inc., and its affiliates. The full privacy statement applicable to the transfer of telematics information, including instructions on how to ask questions about telematics and how to revoke your consent, is available at: http://www.cat.com/en_US/support/operations/fleet-management-solutions/product-link/caterpillar-telematicsdataprivacystatement.html. **Right to a jury trial is hereby waived by all parties.**

15. ARBITRATION: Parties agree to submit to binding arbitration for any dispute arising out of or relating to this transaction. Either party may initiate arbitration which shall be conducted in accordance with commercial arbitration rules of the American Arbitration Association, in San Antonio, Bexar County, Texas. Each party shall bear its own costs and attorney's fees unless the arbitrators award such fees to a party, each party shall share equally the cost of the arbitration.

16. ASSIGNMENT: HOLT may assign any of its rights and obligations hereunder without notice, including, but not limited to, assignment of the HOLT equipment sale and/or trade-in purchase rights under this Agreement to HLKE, Inc. No assignee of HOLT, including HLKE, Inc., as qualified intermediary or the assignee's officers, directors, agents, or employees, shall be obligated to perform any covenant, condition or obligation required to be performed by HOLT hereunder. However, in the event any assignee agrees to assume the obligations of HOLT, Customer agrees that HOLT shall be released from all further liability hereunder. Neither this Agreement nor any of Customer's rights hereunder shall be assignable by Customer without the prior written consent of HOLT.



SALES AGREEMENT

DATE _____

Agreement Number: 171087

HOLT TEXAS LTD (HOLT), 3302 South W. W. White Road, San Antonio, TX 78220 Phone:(800) 275-4658

CUSTOMER		WEBB COUNTY ROAD & BRIDGE			
STREET ADDRESS		7210 E SAUNDERS ST		<SAME>	
S O L D	CITY/STATE	LAREDO, TX	COUNTY/COUNTRY	WEBB (6W3), UNITED STATES	S H
	POSTAL CODE	78041-9000	PHONE NO.	956 721 2585	P
T O	CUSTOMER CONTACT:	EQUIPMENT	JOSE VILLAGRAN	T O	
		PRODUCT SUPPORT	JOSE VILLAGRAN		
INDUSTRY CODE:		COUNTY GOVERNMENT (PS92)	PRINCIPAL WORK CODE	F.O.B. AT: Laredo - Machine Division SHIP VIA:	
CUSTOMER NUMBER	1270301	Sales Tax Exemption # (if applicable) - TYPE: N/A TX COUNTY GOVT		CUSTOMER PO NUMBER	LKE (Yes/No)
PAYMENT TERMS: (Payment Terms are subject to Finance Company - OAC approval)					
T E R M S	NET PAYMENT ON RECEIPT OF INVOICE	<input type="checkbox"/>	NET ON DELIVERY	<input type="checkbox"/>	FINANCIAL SERVICES
	CASH WITH ORDER	<input type="checkbox"/>	BALANCE TO FINANCE	<input type="checkbox"/>	CONTRACT INTEREST RATE
				<input checked="" type="checkbox"/>	CSC <input type="checkbox"/> LEASE <input type="checkbox"/> Net 30
					RELEASE NUMBER

DESCRIPTION OF EQUIPMENT ORDERED / PURCHASED					
MAKE: CATERPILLAR INC	MODEL: 140M3	YEAR: 2016			
ID NUMBER: HLK027359	SERIAL NUMBER: 0N9D00544	SMU: 77			
140M3 MOTOR GRADER	384-8605	PRODUCT LINK/ SATELLITE PLE631	464-6804	COOLANT, 50/50, -35C (-31F)	469-8157
LANE 3 ORDER	0P-9003	INSTALLATION, ACCUGRADE READY	462-7928	ROLL ON-ROLL OFF	0P-2265
GLOBAL ARRANGEMENT	385-9294	JOYSTICK CONTROLS, ADVANCED	458-8701		
MOLDBOARD, 14' PLUS	349-3048	TIRES, 17.5R25 BS VKT * D2A MP	252-0775		
RIPPER/SCARIFIER	324-0889	GUARD GP, HITCH	323-6970		
TOOTH, RIPPER	8J-1434	LANGUAGE, ENGLISH	386-1254		
WEATHER, STANDARD	353-3316	DECALS, ENGLISH (U.S.)	442-9940		
ACCUMULATORS, BLADE LIFT	358-9338	ANTIFREEZE WINDSHIELD WASHER	0P-1939		
PRECLEANER, NON SY-KLONE	380-6774	LIGHTS, WORKING, PLUS	395-1967		
BASE + 1 (RIP)	385-8094	TRANSMISSION, AUTOSHIFT	396-3515		
STARTER, ELECTRIC, HEAVY DUTY	394-3945	LIGHTS, SERVICE, INTERNAL	380-3070		
LIGHTS, FRONT HEADLIGHTS, LOW	309-9879	CAMERA, REAR VISION	396-3921		
CAB, PLUS (STANDARD GLASS)	385-9554	MIRRORS, OUTSIDE MOUNTED	233-3295		
CAB, PLUS (INTERIOR)	397-7457	GUARD, TRANSMISSION	366-2459		
SEAT BELT	394-1492	PUSH PLATE, COUNTERWEIGHT	367-6842		

TRADE-IN EQUIPMENT			TERMS OF SALE	
MODEL: _____	YEAR: _____	SN: _____	Sell Price	\$308,084.35
PAYOUT TO: _____	AMOUNT: _____	PAID BY: _____	Sub Total	\$308,084.35
MODEL: _____	YEAR: _____	SN: _____	Document Fee	\$350.00
PAYOUT TO: _____	AMOUNT: _____	PAID BY: _____	Down Payment	(\$61,693.22)
MODEL: _____	YEAR: _____	SN: _____	Total	\$246,741.13
PAYOUT TO: _____	AMOUNT: _____	PAID BY: _____		
ALL TRADE-INS ARE SUBJECT TO EQUIPMENT BEING IN "AS INSPECTED CONDITION" BY HOLT AT TIME OF DELIVERY. CUSTOMER HEREBY SELLS THE TRADE-IN EQUIPMENT DESCRIBED ABOVE TO HOLT AND WARRANTS IT TO BE FREE AND CLEAR OF ALL CLAIMS, LIENS, MORTGAGES AND SECURITY INTEREST EXCEPT AS SHOWN ABOVE.				

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HOLT, BY VIRTUE OF HAVING SOLD THE EQUIPMENT UNDER THIS AGREEMENT, HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO CONDITION, COMPLIANCE WITH SPECIFICATIONS OR REGULATIONS, QUALITY, DURABILITY, SUITABILITY, MERCHANTABILITY, FITNESS FOR USE OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT. HOLT IS NOT LIABLE FOR ANY DAMAGES (WHETHER ORDINARY, SPECIAL OR PUNITIVE) ARISING FROM ANY FAILURE OF THE EQUIPMENT TO OPERATE OR THE FAULTY OPERATION OF THE EQUIPMENT, OR THE INSTALLATION, OPERATION, REPAIR OR USE OF THE EQUIPMENT.	Premier Warranty Parts and Labor Only 36 / 3000
OTHER TERMS AND CONDITIONS ADDITIONAL TERMS AND CONDITIONS SET FORTH ON THE REVERSE SIDE HEREOF OR ATTACHED HERETO (AS APPLICABLE) CONSTITUTE AN IMPORTANT PART OF THIS AGREEMENT AND ARE INCORPORATED HEREIN VERBATIM FOR ALL PURPOSES. PLEASE REVIEW SUCH OTHER TERMS AND CONDITIONS BEFORE SIGNING THIS AGREEMENT.	INITIAL _____
THESE TERMS AND CONDITIONS SUPERSEDE ALL OTHER TERMS AND CONDITIONS PRESENTED BY OR TO CUSTOMER UNLESS PROVIDED IN A DOCUMENT SIGNED BY AN AUTHORIZED REPRESENTATIVE OF BOTH PARTIES AND CONTAINING REFERENCE TO THIS SALES ORDER AGREEMENT.	CSA: _____

NOTES:

THIS AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS ATTACHED

Date Aug 01, 2016	Date _____
Jaime Liendo(146)	WEBB COUNTY ROAD & BRIDGE
ORDER RECEIVED BY	CUSTOMER
SALES MANAGER	By _____
SIGNATURE	SIGNATURE

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ADDITIONAL TERMS AND CONDITIONS

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- 3. TAKEN IN TRADE:** Customer does hereby irrevocably sell, assign, transfer and convey possession, ownership and title unto Holt to the Trade-in Equipment described above. Customer warrants that it is the sole owner of the Trade-in Equipment, has full power and authority to sell the Trade-in Equipment, and that there is no lien or any encumbrance of any kind or nature against the Trade-in Equipment, of record or otherwise.
- 4. TAXES:** Customer shall promptly pay all taxes, fees, transportation and other costs, assessments and all governmental charges of any kind or character, and any penalties, fines or interest thereon relating to the Equipment.
- 5. CUSTOMER'S WARRANTIES AND USE:** In addition to the other warranties contained herein, Customer warrants that (i) if Customer is an entity, it is duly organized and validly existing in good standing, and (ii) is duly authorized to execute, deliver and perform under this Agreement. Customer further agrees and warrants, at its cost, that: (1) the Equipment shall at all times be used solely for Customer's business and not for personal, family, or household use, and in accordance with the use, and/or instructional materials, solely for the purpose for which it was intended; (2) only Customer's employees (who must be skilled, trained and certified to do so) shall use the Equipment. Customer hereby further agrees and warrants that (i) any payments made pursuant to this Agreement are intended by the Customer to be a contemporaneous exchange for new value given to Customer and it is a substantially contemporaneous exchange and (ii) each payment made of a debt incurred by Customer under this Agreement is in the ordinary course of business or financial affairs of Customer and Holt, and such payment was made in the ordinary course of business or financial affairs of Customer and Holt, or made according to ordinary business terms.
- 6. LOSS AND DAMAGE:** Customer assumes all liability and risk of, and shall be solely responsible for, all damage and loss to the Equipment from any cause whatsoever, whether or not such loss or damage is or could have been covered by insurance. Until the Equipment is paid in full, Customer shall promptly give Holt written notice of any loss or damage and reimburse Holt for the value of the Equipment if damaged or stolen. Holt's sole responsibility for shipments shall be to deliver the Equipment to a public carrier company.
- 7. SECURITY AGREEMENT:** Customer hereby grants to Holt a continuing purchase money security interest in the Equipment and any and all additions, substitutions and all proceeds thereof to secure Customer's obligations hereunder whether now existing or hereafter created and all renewals, extensions and rearrangement of such liabilities. Customer appoints Holt as Customer's irrevocable attorney-in-fact to file, at Customer's cost, any financing statement (and any amendments, renewals and related instruments) on the Equipment: (i) to perfect a security interest in the Equipment, and/or (ii) to release, terminate, and void Customer's interest in the Equipment. The date of delivery, for purposes of filing any financing statement, shall be the date on which the Equipment is put into service and "made ready" or invoiced by Holt, whichever is later.
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- 9. REMEDIES ON DEFAULT:** In the event of any default by Customer, Holt is entitled to any one or more of the following remedies, without any notice of default: (a) take possession of the Equipment or any other equipment, including enter premises where its located; (b) terminate this Agreement; (c) seek specific performance or injunction or recover damages; (d) stop delivery of the Equipment or any other equipment; (e) surrender any insurance policies and receive the unearned premiums; (f) without terminating this Agreement, Holt may take possession of the Equipment and sell, relet or otherwise dispose of the Equipment as a secured party under UCC and deduct all expenses, costs, reasonable attorneys fees, and other charges incurred by Holt; (g) recover deficiency from Customer; and/or (h) perform by itself, or cause performance of, Customer's obligation, at Customer's cost. In no event shall Holt be required to sell or relet the Equipment, nor required to rebate or pay back any gain or profit as a result of leasing the Equipment. Holt's remedies hereunder shall not be exclusive, but shall be cumulative and in addition to all other remedies existing at law or in equity.
- 10. INDEMNITY: CUSTOMER AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS HOLT AND HOLT'S PARTNERS, EMPLOYEES, AGENTS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS FROM ANY AND ALL CLAIM, EXPENSE, CAUSE OF ACTION, DAMAGE, LIABILITY, COST, PENALTY, TAX, ASSESSMENT, CHARGE, PUNITIVE DAMAGE OR EXPENSE BY REASON OF ANY ACT OR OMISSION OF CUSTOMER OR ITS EMPLOYEES, AGENTS, CONTRACTORS, SUBCONTRACTORS, AFFILIATES OR INVITEES.**
- 11. ASSIGNMENT:** HOLT may assign any of its rights and obligations hereunder without notice, including, but not limited to, assignment of the HOLT equipment sale and/or trade-in purchase rights under this Agreement to HLKE, Inc. No assignee of HOLT, including HLKE, Inc., as qualified intermediary or the assignee's officers, directors, agents, or employees, shall be obligated to perform any covenant, condition or obligation required to be performed by HOLT hereunder. However, in the event any assignee agrees to assume the obligations of HOLT, Customer agrees that HOLT shall be released from all further liability hereunder. Neither this Agreement nor any of Customer's rights hereunder shall be assignable by Customer without the prior written consent of HOLT.
- 12. INSURANCE COVERAGES:** Customer shall maintain Equipment insurance and General Liability insurance, Auto Liability insurance, and Workers Compensation and Employer's Liability Insurance, each with minimum \$1,000,000 per occurrence and shall deliver to Holt a Certificate of Insurance evidencing same. Such insurance obtained by Customer shall be primary, whichever is later.
- 13. NOTICES:** All notices hereunder shall be in writing and shall be deemed delivered if delivered personally or mailed, by certified mail, return receipt requested, to the respective addresses of the parties set forth above or any other address designated by written notice.
- 14. MISCELLANEOUS:** This Agreement may only be modified by a written agreement signed by Holt. If any provision of this Agreement is hereafter held invalid or unenforceable, the remainder of the Agreement shall not be affected and the provisions are declared severable. If there is more than one Customer, the obligations of Customers hereunder are joint and several. Subject to the terms hereof, this Agreement shall be binding upon and inure to the benefit of Holt and Customer and their respective personal representatives, successors and assigns. This Agreement shall be governed by the laws of Texas, each party hereby irrevocably consents to submit to the exclusive jurisdiction of the courts of the state of Texas in either Dallas County or Bexar County, Texas. I agree and acknowledge that to the extent equipment is equipped with a telematics system (e.g., Product Link), that data concerning such equipment, including condition, and operation are being transmitted to Caterpillar Inc., and its affiliates. The full privacy statement applicable to the transfer of telematics information, including instructions on how to ask questions about telematics and how to revoke your consent, is available at: http://www.cat.com/en_US/support/operations/fleet-management-solutions/product-link/caterpillar-telematicsdataprivacystatement.html. **Right to a jury trial is hereby waived by all parties.**
- 15. ARBITRATION:** Parties agree to submit to binding arbitration for any dispute arising out of or relating to this transaction. Either party may initiate arbitration which shall be conducted in accordance with commercial arbitration rules of the American Arbitration Association, in San Antonio, Bexar County, Texas. Each party shall bear its own costs and attorney's fees unless the arbitrators award such fees to a party, each party shall share equally the cost of the arbitration.

AMENDMENT TO GOVERNMENTAL EQUIPMENT LEASE-PURCHASE AGREEMENT

This Amendment to Governmental Equipment Lease-Purchase Agreement ("Amendment") dated as of _____ 2016 (Caterpillar Transaction № 2855902) is by and between **CATERPILLAR FINANCIAL SERVICES CORPORATION** ("Lessor") and **WEBB COUNTY, TEXAS** ("Lessee").

WHEREAS, Lessee executed that certain Governmental Equipment Lease-Purchase Agreement with Lessor (the "Agreement"), dated as of even date herewith; and

WHEREAS, Lessee and Lessor desire to amend the Agreement with respect to the matters hereinafter specified.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessee and Lessor agree to amend the Agreement as follows:

1. Capitalized terms used herein and not defined herein shall have the meanings ascribed to them in the Agreement.
2. Section 16 of the Agreement (headed "Applicable Law") is restated in its entirety to provide as follows:

"Applicable Law; Venue This Agreement shall be governed by and construed in accordance with the laws, excluding the laws relating to the choice of law, of the State of Texas. Venue shall be, by the agreement of the parties, in a state court of competent jurisdiction in Webb County, Texas or in a federal court having jurisdiction with respect to Webb County, Texas."

3. The Agreement is amended by the addition of a new Section 17 providing as follows:

"Sovereign Immunity Except to the extent necessary for us to enforce the terms of this Agreement and pursue the remedies set forth in this Agreement and under applicable law, you do not waive or relinquish any immunity or defense on behalf of yourself, your commissioners, officers, employees and agents as a result of your execution of this Agreement or the performance of your functions and obligations as described herein."

4. In the event of any conflict or inconsistency between the terms of this Amendment and the terms of the Agreement, the terms of this Amendment shall control. Except as provided herein, the Agreement shall remain unchanged and in full force and effect in accordance with its terms. It is specifically understood and agreed that the foregoing shall not be deemed to be a waiver or amendment of any other provision of the Agreement or any of Lessor's rights or remedies under the Agreement.
5. This Amendment shall be effective as of the date first set forth above.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their respective duly authorized officers as of the date first set forth above.

**CATERPILLAR FINANCIAL
SERVICES CORPORATION**

WEBB COUNTY, TEXAS

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____



SALES AGREEMENT

DATE Apr 27, 2016
Agreement Number: 171088

HOLT TEXAS LTD (HOLT), 3302 South W. W. White Road, San Antonio, TX 78220 Phone: (800) 275-4658

CUSTOMER	WEBB COUNTY ROAD & BRIDGE		
STREET ADDRESS	7210 E SAUNDERS ST		<SAME>
CITY/STATE	LAREDO, TX	COUNTY/COUNTRY	WEBB (6W3), UNITED STATES
POSTAL CODE	78041-9000	PHONE NO.	956 721 2585
CUSTOMER CONTACT:	EQUIPMENT	JOSE VILLAGRAN	
	PRODUCT SUPPORT	JOSE VILLAGRAN	
INDUSTRY CODE:	COUNTY GOVERNMENT (PS92)	PRINCIPAL WORK CODE	
CUSTOMER NUMBER	1270301	Sales Tax Exemption # (if applicable) - TYPE: N/A	CUSTOMER PO NUMBER
		TX COUNTY GOVT	LKE (Yes/No)
PAYMENT TERMS:			(Payment Terms are subject to Finance Company - OAC approval)
NET PAYMENT ON RECEIPT OF INVOICE	<input type="checkbox"/>	NET ON DELIVERY	<input type="checkbox"/>
CASH WITH ORDER	<input type="checkbox"/>	FINANCIAL SERVICES	<input checked="" type="checkbox"/> CSC <input type="checkbox"/> LEASE <input type="checkbox"/> Net 30
BALANCE TO FINANCE	<input type="checkbox"/>	CONTRACT INTEREST RATE	RELEASE NUMBER

DESCRIPTION OF EQUIPMENT ORDERED / PURCHASED					
MAKE: CATERPILLAR INC	MODEL: TBA	YEAR: 2016			
ID NUMBER: HLK027363	SERIAL NUMBER: 0N9D00548	SMU: 8			
140M3 MOTOR GRADER	384-8605	PRODUCT LINK, SATELLITE PLE631	464-6804	COOLANT, 50/50, -35C (-31F)	469-8157
LANE 3 ORDER	0P-9003	INSTALLATION, ACCUGRADE READY	462-7928	ROLL ON-ROLL OFF	0P-2265
GLOBAL ARRANGEMENT	385-9294	JOYSTICK CONTROLS, ADVANCED	458-8701		
MOLDBOARD, -14' PLUS	349-3048	TIRES, -17.5R25-BB-VKT-D2A MP	252-0775		
RIPPER/SCARIFIER	324-0889	GUARD GP, HITCH	323-6970		
TOOTH, RIPPER	8J-1434	LANGUAGE, ENGLISH	386-1254		
WEATHER, STANDARD	353-3316	DECALS, ENGLISH (U.S.)	442-9940		
ACCUMULATORS, BLADE LIFT	358-9338	ANTIFREEZE WINDSHIELD WASHER	0P-1939		
PRECLEANER, NON SY-KLONE	380-6774	LIGHTS, WORKING, PLUS	395-1967		
BASE + 1 (RIP)	385-8094	TRANSMISSION, AUTOSHIFT	396-3515		
STARTER, ELECTRIC, HEAVY DUTY	394-3945	LIGHTS, SERVICE, INTERNAL	380-3070		
LIGHTS, FRONT HEADLIGHTS, LOW	309-9879	CAMERA, REAR VISION	396-3921		
CAB, PLUS (STANDARD GLASS)	385-9554	MIRRORS, OUTSIDE MOUNTED	233-3295		
CAB, PLUS (INTERIOR)	397-7457	GUARD, TRANSMISSION	366-2459		
SEAT BELT	394-1492	PUSH PLATE, COUNTERWEIGHT	367-6842		

TRADE-IN EQUIPMENT			TERMS OF SALE	
MODEL:	YEAR:	SN:	Sell Price	\$304,956.68
PAYOUT TO:	AMOUNT:	PAID BY:	Sub Total	\$304,956.68
MODEL:	YEAR:	SN:	Document Fee	\$350.00
PAYOUT TO:	AMOUNT:	PAID BY:	Down Payment	(\$61,809.90)
MODEL:	YEAR:	SN:	Total	\$243,496.78
PAYOUT TO:	AMOUNT:	PAID BY:		

ALL TRADE-INS ARE SUBJECT TO EQUIPMENT BEING IN "AS INSPECTED CONDITION" BY HOLT AT TIME OF DELIVERY. CUSTOMER HEREBY SELLS THE TRADE-IN EQUIPMENT DESCRIBED ABOVE TO HOLT AND WARRANTS IT TO BE FREE AND CLEAR OF ALL CLAIMS, LIENS, MORTGAGES AND SECURITY INTEREST EXCEPT AS SHOWN ABOVE.

DISCLAIMER OF WARRANTIES AND WAIVER OF CLAIMS:
HOLT IS NOT A MANUFACTURER OF THE EQUIPMENT. ALTHOUGH HOLT MAY ADMINISTER WARRANTIES ISSUED BY THE MANUFACTURER, CUSTOMER ACKNOWLEDGES AND AGREES THAT: (1) ANY EXPRESS WARRANTIES BY THE MANUFACTURER FOR THE EQUIPMENT ARE NOT THE RESPONSIBILITY OF HOLT; AND (2) THE MANUFACTURER'S WARRANTY CONTAINS LIMITATIONS AND CUSTOMER MAY INCUR CERTAIN REPAIR, TRANSPORTATION OR OTHER CHARGES BY HOLT WHICH ARE NOT COVERED BY THE MANUFACTURER'S WARRANTY.

HOLT, BY VIRTUE OF HAVING SOLD THE EQUIPMENT UNDER THIS AGREEMENT, HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO CONDITION, COMPLIANCE WITH SPECIFICATIONS OR REGULATIONS, QUALITY, DURABILITY, SUITABILITY, MERCHANTABILITY, FITNESS FOR USE OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT. HOLT IS NOT LIABLE FOR ANY DAMAGES (WHETHER ORDINARY, SPECIAL OR PUNITIVE) ARISING FROM ANY FAILURE OF THE EQUIPMENT TO OPERATE OR THE FAULTY OPERATION OF THE EQUIPMENT, OR THE INSTALLATION, OPERATION, REPAIR OR USE OF THE EQUIPMENT.

OTHER TERMS AND CONDITIONS
ADDITIONAL TERMS AND CONDITIONS SET FORTH ON THE REVERSE SIDE HEREOF OR ATTACHED HERETO (AS APPLICABLE) CONSTITUTE AN IMPORTANT PART OF THIS AGREEMENT AND ARE INCORPORATED HEREIN VERBATIM FOR ALL PURPOSES. PLEASE REVIEW SUCH OTHER TERMS AND CONDITIONS BEFORE SIGNING THIS AGREEMENT.

THESE TERMS AND CONDITIONS SUPERSEDE ALL OTHER TERMS AND CONDITIONS PRESENTED BY OR TO CUSTOMER UNLESS PROVIDED IN A DOCUMENT SIGNED BY AN AUTHORIZED REPRESENTATIVE OF BOTH PARTIES AND CONTAINING REFERENCE TO THIS SALES ORDER AGREEMENT.

EQUIPMENT WARRANTY
Customer acknowledges that he has received a copy of any warranty and has read and understood said warranty. All used equipment is sold as is where is and no warranty is offered or implied except as specified herein.

INITIAL _____

CSA: _____

NOTES: _____

THIS AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS ATTACHED

Date Aug 01, 2016
Jaime Liendo(146)
 ORDER RECEIVED BY _____
 SALES MANAGER _____
 SIGNATURE _____
 TITLE _____

Date _____
WEBB COUNTY ROAD & BRIDGE
 CUSTOMER _____
 By _____
 SIGNATURE _____
 TITLE _____

DISCLAIMER OF WARRANTIES AND WAIVER OF CLAIMS:
HOLT IS NOT A MANUFACTURER OF THE EQUIPMENT. ALTHOUGH HOLT MAY ADMINISTER WARRANTIES ISSUED BY THE MANUFACTURER, CUSTOMER ACKNOWLEDGES AND AGREES THAT: (1) ANY EXPRESS WARRANTIES BY THE MANUFACTURER FOR THE EQUIPMENT ARE NOT THE RESPONSIBILITY OF HOLT; AND (2) THE MANUFACTURER'S WARRANTY CONTAINS LIMITATIONS AND CUSTOMER MAY INCUR CERTAIN REPAIR, TRANSPORTATION OR OTHER CHARGES BY HOLT WHICH ARE NOT COVERED BY THE MANUFACTURER'S WARRANTY.

ADDITIONAL TERMS AND CONDITIONS

- 1. AGREEMENT:** This Agreement becomes binding on Holt only upon Holt's execution of this Agreement, and subject to the availability of the Equipment from the manufacturer. Customer shall inspect the Equipment immediately upon its receipt and shall be conclusively deemed to have accepted the Equipment in good and operating condition unless the Customer promptly notifies Holt of any defects, in writing and via telephone. Holt shall have the right, at its option, to either repair or replace the Equipment, or terminate this Agreement, in which event the Equipment shall be returned to Holt. Delays in delivery shall be excused if caused by any cause beyond the reasonable control of Holt.
- 2. TITLE TO EQUIPMENT:** Title to the Equipment shall pass to the Customer only upon Holt's actual receipt of funds in the total amount of the Purchase Price and other sums due to Holt hereunder.
- 3. TAKEN IN TRADE:** Customer does hereby irrevocably sell, assign, transfer and convey possession, ownership and title unto Holt to the Trade-in Equipment described above. Customer warrants that it is the sole owner of the Trade-in Equipment, has full power and authority to sell the Trade-in Equipment, and that there is no lien or any encumbrance of any kind or nature against the Trade-in Equipment, of record or otherwise.
- 4. TAXES:** Customer shall promptly pay all taxes, fees, transportation and other costs, assessments and all governmental charges of any kind or character, and any penalties, fines or interest thereon relating to the Equipment.
- 5. CUSTOMER'S WARRANTIES AND USE:** In addition to the other warranties contained herein, Customer warrants that (i) if Customer is an entity, it is duly organized and validly existing in good standing, and (ii) is duly authorized to execute, deliver and perform under this Agreement. Customer further agrees and warrants, at its cost, that: (1) the Equipment shall at all times be used solely for Customer's business and not for personal, family, or household use, and in accordance with the use, and/or instructional materials, solely for the purpose for which it was intended; (2) only Customer's employees (who must be skilled, trained and certified to do so) shall use the Equipment. Customer hereby further agrees and warrants that (i) any payments made pursuant to this Agreement are intended by the Customer to be a contemporaneous exchange for new value given to Customer and it is a substantially contemporaneous exchange and (ii) each payment made of a debt incurred by Customer under this Agreement is in the ordinary course of business or financial affairs of Customer and Holt, and such payment was made in the ordinary course of business or financial affairs of Customer and Holt, or made according to ordinary business terms.
- 6. LOSS AND DAMAGE:** Customer assumes all liability and risk of, and shall be solely responsible for, all damage and loss to the Equipment from any cause whatsoever, whether or not such loss or damage is or could have been covered by insurance. Until the Equipment is paid in full, Customer shall promptly give Holt written notice of any loss or damage and reimburse Holt for the value of the Equipment if damaged or stolen. Holt's sole responsibility for shipments shall be to deliver the Equipment to a public carrier company.
- 7. SECURITY AGREEMENT:** Customer hereby grants to Holt a continuing purchase money security interest in the Equipment and any and all additions, substitutions and all proceeds thereof to secure Customer's obligations hereunder whether now existing or hereafter created and all renewals, extensions and rearrangement of such liabilities. Customer appoints Holt as Customer's irrevocable attorney-in-fact to file, at Customer's cost, any financing statement (and any amendments, renewals and related instruments) on the Equipment: (i) to perfect a security interest in the Equipment, and/or (ii) to release, terminate, and void Customer's interest in the Equipment. The date of delivery, for purposes of filing any financing statement, shall be the date on which the Equipment is put into service and "made ready" or invoiced by Holt, whichever is later.
- 8. EVENTS OF DEFAULT:** The following are events of default by Customer: (1) failure to pay any amount due hereunder or otherwise; (2) Customer's ceasing to do business, becoming insolvent, taking advantage of any law for the relief of debtors or filing bankruptcy, making an assignment for the benefit of creditors; (3) when Holt deems itself insecure with respect to Customer's performance; (4) Customer fails to perform any of Customer's other obligation hereunder or otherwise; (5) Customer's representation or warranty is false or misleading.
- 9. REMEDIES ON DEFAULT:** In the event of any default by Customer, Holt is entitled to any one or more of the following remedies, without any notice of default: (a) take possession of the Equipment or any other equipment, including enter premises where its located; (b) terminate this Agreement; (c) seek specific performance or injunction or recover damages; (d) stop delivery of the Equipment or any other equipment; (e) surrender any insurance policies and receive the unearned premiums; (f) without terminating this Agreement, Holt may take possession of the Equipment and sell, relet or otherwise dispose of the Equipment as a secured party under UCC and deduct all expenses, costs, reasonable attorneys fees, and other charges incurred by Holt; (g) recover deficiency from Customer; and/or (h) perform by itself, or cause performance of, Customer's obligation, at Customer's cost. In no event shall Holt be required to sell or relet the Equipment, nor required to rebate or pay back any gain or profit as a result of leasing the Equipment. Holt's remedies hereunder shall not be exclusive, but shall be cumulative and in addition to all other remedies existing at law or in equity.
- 10. INDEMNITY: CUSTOMER AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS HOLT AND HOLT'S PARTNERS, EMPLOYEES, AGENTS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS FROM ANY AND ALL CLAIM, EXPENSE, CAUSE OF ACTION, DAMAGE, LIABILITY, COST, PENALTY, TAX, ASSESSMENT, CHARGE, PUNITIVE DAMAGE OR EXPENSE BY REASON OF ANY ACT OR OMISSION OF CUSTOMER OR ITS EMPLOYEES, AGENTS, CONTRACTORS, SUBCONTRACTORS, AFFILIATES OR INVITEES.**
- 11. ASSIGNMENT:** HOLT may assign any of its rights and obligations hereunder without notice, including, but not limited to, assignment of the HOLT equipment sale and/or trade-in purchase rights under this Agreement to HLKE, Inc. No assignee of HOLT, including HLKE, Inc., as qualified intermediary or the assignee's officers, directors, agents, or employees, shall be obligated to perform any covenant, condition or obligation required to be performed by HOLT hereunder. However, in the event any assignee agrees to assume the obligations of HOLT, Customer agrees that HOLT shall be released from all further liability hereunder. Neither this Agreement nor any of Customer's rights hereunder shall be assignable by Customer without the prior written consent of HOLT, at its cost. Customer appoints Holt as Customer's irrevocable attorney-in-fact to file, at Customer's cost, any financing statement (and any amendments, renewals and related instruments) on the Equipment: (i) to perfect a security interest in the Equipment, and/or (ii) to release, terminate, and void Customer's interest in the Equipment. The date of delivery, for purposes of filing any financing statement, shall be the date on which the Equipment is put into service and "made ready" or invoiced by Holt, whichever is later.
- 12. INSURANCE COVERAGES:** Customer shall maintain Equipment insurance and General Liability insurance, Auto Liability insurance, and Workers Compensation and Employer's Liability Insurance, each with minimum \$1,000,000 per occurrence and shall deliver to Holt a Certificate of Insurance evidencing same. Such insurance obtained by Customer shall be primary.
- 13. NOTICES:** All notices hereunder shall be in writing and shall be deemed delivered if delivered personally or mailed, by certified mail, return receipt requested, to the respective addresses of the parties set forth above or any other address designated by written notice.
- 14. MISCELLANEOUS:** This Agreement may only be modified by a written agreement signed by Holt. If any provision of this Agreement is hereafter held invalid or unenforceable, the remainder of the Agreement shall not be affected and the provisions are declared severable. If there is more than one Customer, the obligations of Customers hereunder are joint and several. Subject to the terms hereof, this Agreement shall be binding upon and inure to the benefit of Holt and Customer and their respective personal representatives, successors and assigns. This Agreement shall be governed by the laws of Texas, each party hereby irrevocably consents to submit to the exclusive jurisdiction of the courts of the state of Texas in either Dallas County or Bexar County, Texas. I agree and acknowledge that to the extent equipment is equipped with a telematics system (e.g., Product Link), that data concerning such equipment, including condition, and operation are being transmitted to Caterpillar Inc., and its affiliates. The full privacy statement applicable to the transfer of telematics information, including instructions on how to ask questions about telematics and how to revoke your consent, is available at: http://www.cat.com/en_US/support/operations/fleet-management-solutions/product-link/caterpillar-telematicsdataprivacystatement.html. **Right to a jury trial is hereby waived by all parties.**
- 15. ARBITRATION:** Parties agree to submit to binding arbitration for any dispute arising out of or relating to this transaction. Either party may initiate arbitration which shall be conducted in accordance with commercial arbitration rules of the American Arbitration Association, in San Antonio, Bexar County, Texas. Each party shall bear its own costs and attorney's fees unless the arbitrators award such fees to a party, each party shall share equally the cost of the arbitration.

**EXHIBIT 2 (multiple assets)
Concluding Payment Schedule to
Governmental Agreement**

Quote number 516-1477

Dated _____, 20__

between
Caterpillar Financial Services Corporation
and
WEBB, TX, COUNTY OF

Number of Payments Made	Beginning Balance	Payment	Balloon	Interest 3.20001%	Ending Balance
0	563,206.74	0.00	0.00	0.00	563,206.74
1	563,206.74	6,719.93	0.00	1,501.88	557,988.69
2	557,988.69	6,719.93	0.00	1,487.98	552,756.74
3	552,756.74	6,719.93	0.00	1,474.02	547,510.83
4	547,510.83	6,719.93	0.00	1,460.02	542,250.92
5	542,250.92	6,719.93	0.00	1,446.01	536,977.00
6	536,977.00	6,719.93	0.00	1,431.94	531,689.01
7	531,689.01	6,719.93	0.00	1,417.85	526,386.93
8	526,386.93	6,719.93	0.00	1,403.69	521,070.69
9	521,070.69	6,719.93	0.00	1,389.52	515,740.28
10	515,740.28	6,719.93	0.00	1,375.31	510,395.66
11	510,395.66	6,719.93	0.00	1,361.06	505,036.79
12	505,036.79	6,719.93	0.00	1,346.77	499,663.63
13	499,663.63	6,719.93	0.00	1,332.45	494,276.15
14	494,276.15	6,719.93	0.00	1,318.07	488,874.29
15	488,874.29	6,719.93	0.00	1,303.66	483,458.02
16	483,458.02	6,719.93	0.00	1,289.23	478,027.32
17	478,027.32	6,719.93	0.00	1,274.74	472,582.13
18	472,582.13	6,719.93	0.00	1,260.21	467,122.41
19	467,122.41	6,719.93	0.00	1,245.67	461,648.15
20	461,648.15	6,719.93	0.00	1,231.06	456,159.28
21	456,159.28	6,719.93	0.00	1,216.43	450,655.78
22	450,655.78	6,719.93	0.00	1,201.75	445,137.60
23	445,137.60	6,719.93	0.00	1,187.03	439,604.70
24	439,604.70	6,719.93	0.00	1,172.28	434,057.05
25	434,057.05	6,719.93	0.00	1,157.48	428,494.60
26	428,494.60	6,719.93	0.00	1,142.66	422,917.33
27	422,917.33	6,719.93	0.00	1,127.79	417,325.19
28	417,325.19	6,719.93	0.00	1,112.87	411,718.13
29	411,718.13	6,719.93	0.00	1,097.91	406,096.11
30	406,096.11	6,719.93	0.00	1,082.93	400,459.11
31	400,459.11	6,719.93	0.00	1,067.89	394,807.07
32	394,807.07	6,719.93	0.00	1,052.83	389,139.97
33	389,139.97	6,719.93	0.00	1,037.71	383,457.75
34	383,457.75	6,719.93	0.00	1,022.55	377,760.37
35	377,760.37	6,719.93	0.00	1,007.36	372,047.80
36	372,047.80	6,719.93	366,320.00	992.13	0.00
		<u>241,917.48</u>	<u>366,320.00</u>	<u>45,030.74</u>	

(*) Does not include any rent payment or other amount then due.

Initialed: _____
(Lessee)

21	456,159.28	6,719.93	0.00	1,216.43	450,655.78
33	389,139.97	6,719.93	0.00	1,037.71	383,457.75
34	383,457.75	6,719.93	0.00	1,022.55	377,760.37