

Fixed 7/28/15 QUO 767-4411

Warren

Quote 162507-01



Quote 162507-01 July 23, 201 BUYBOARD QUOTE

CLAY COUNTY 2
214 NORTH MAIN ST
HENRIETTA, TX 76365
Attention:JOHNNY GEE

STOCK NUMBER:C66793 SERIAL NUMBER:OSKR04363 YEAR:2015

420F BHL ST TIER 4I HRC
STICK, EXTENDABLE, 14FT
ENGINE, 74.5KW, C4.4 DITA, T4I
HYDRAULICS, GP, 6FCN/8BNK, ST
CAB, DELUXE, AC
COUNTERWEIGHT, 1015 LBS
STABILIZER PADS, FLIP-OVER
GUARD, STABILIZER
RIDE CONTROL
COLD WEATHER PACKAGE, 120V HRC
PLATE GROUP - BOOM WEAR
PT, 4WD, STD SHIFT
TIRES, 4WD, BIAS, FIRESTONE
BUCKET-GP, 1.4 CYD WITH CUTTING EDGE, TWO PIECE
LINES, COMBINED AUX, E-STICK
36" SMOOTH EDGE BUCKET

Sell Price	\$91,160.00
Ext Warranty	Included
Less Gross Trade Allowance	(\$40,000.00)
After Tax Balance	\$51,160.00

Model	Make	Serial Number	Year	Trade Allowance
420E	CATERPILLAR(AA)	0PRA00870	2009	\$40,000.00

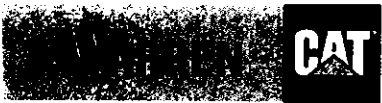
Warranty: Standard 12 Month Unlimited Hour Full Machine Coverage with 5 year/2500 hour powertrain warranty

REPURCHASE: 5YR/2000 HOURS \$44,000, 3 YR/1500 HOURS \$50,000 with 50% tires and edges.

Accepted by: County Commissioner Prec 2: Johnny Gee Date: July 27, 2015

Kenneth Leggett
Signature
Clay County Judge

Phil Denny Machine Sales Representative



SALES AGREEMENT

DATE Jul 24, 2015

WARREN CAT, PO BOX 60662, MIDLAND, TX 79711-0622 Phone:(432) 571-4200

PURCHASER	CLAY COUNTY 2			
STREET ADDRESS	214 NORTH MAIN ST			<SAME>
CITY/STATE	HENRIETTA, TX	COUNTY	CLAY (077)	
POSTAL CODE	76365-2800	PHONE NO.	940 767 5707	
CUSTOMER CONTACT:	EQUIPMENT	JOHNNY GEE		
	PRODUCT SUPPORT	JOHNNY GEE		
INDUSTRY CODE:	GOVT ROAD CONST & MAINT (207R)	PRINCIPAL WORK CODE		F.O.B. AT: DEAN

CUSTOMER NUMBER	9973192	Sales Tax Exemption # (if applicable)		CUSTOMER PO NUMBER	GEE
		TAX/EX	GOVT/TX		

PAYMENT TERMS: (All terms and payments are subject to Finance Company - OAC approval)					
NET PAYMENT ON RECEIPT OF INVOICE	<input type="checkbox"/>	NET ON DELIVERY	<input checked="" type="checkbox"/>	FINANCIAL SERVICES	<input type="checkbox"/>
CASH WITH ORDER	\$0.00	BALANCE TO FINANCE		CONTRACT INTEREST RATE	
PAYMENT PERIOD		PAYMENT AMOUNT		NUMBER OF PAYMENTS	
				OPTIONAL BUY-OUT	

DESCRIPTION OF EQUIPMENT ORDERED / PURCHASED			
MAKE: CATERPILLAR	MODEL: 420F AE4	YEAR: 2015	
STOCK NUMBER: C66793	SERIAL NUMBER: 0SKR04363		
420F BHL ST TIER 4I HRC	340-1678	CUTTING EDGE, TWO PIECE	9R-5321
STICK, EXTENDABLE, 14FT	340-1729	LINES, COMBINED AUX, E-STICK	364-3385
ENGINE, 74.5KW, C4.4 DITA, T4I	340-1712	BEACON, MAGNETIC MOUNT	211-4292
HYDRAULICS, GP, 6PCN/8BNK, ST	373-4251	36" SMOOTH EDGE BUCKET	
CAB, DELUXE, AC	373-4212		
SEAT BELT, 3" SUSPENSION	206-1748		
COUNTERWEIGHT, 1015 LBS	337-9696		
STABILIZER PADS, FLIP-OVER	9R-6007		
GUARD, STABILIZER	353-1389		
RIDE CONTROL	340-1747		
COLD WEATHER PACKAGE, 120V HRC	377-0022		
PLATE GROUP - BOOM WEAR	270-3204		
PT, 4WD, STD SHIFT	374-6824		
TIRES, 4WD, BIAS, FIRESTONE	380-8961		
BUCKET-GP, 1.4 CYD	337-7388		

YEAR	TRADE-IN EQUIPMENT	SERIAL NO.	Sell Price	
2009	420E - CATERPILLAR (AA)	0PRA00870		\$91,160.00
			Ext Warranty	Included
			Less Gross Trade Allowance	(\$40,000.00)
			After Tax Balance	\$51,160.00

ALL TRADE-INS ARE SUBJECT TO EQUIPMENT BEING IN "AS INSPECTED CONDITION" BY VENDOR AT TIME OF DELIVERY OF REPLACEMENT MACHINE PURCHASE ABOVE.

GROSS TRADE ALLOWANCE

PAYOUT TO _____ AMOUNT OWING _____

CUSTOMER TO PAYOUT WARREN CAT TO PAY OUT

PURCHASER HEREBY SELLS THE TRADE-IN EQUIPMENT DESCRIBED ABOVE TO THE VENDOR AND WARRANTS IT TO BE FREE AND CLEAR OF ALL CLAIMS, LIENS, MORTGAGES AND SECURITY INTEREST EXCEPT AS SHOWN ABOVE.

<input checked="" type="checkbox"/> CATERPILLAR EQUIPMENT WARRANTY	INITIAL _____	<input type="checkbox"/> USED EQUIPMENT WARRANTY	INITIAL _____
<p>The customer acknowledges that he has received a copy of the Warren CAT/Caterpillar Warranty and has read and understood said warranty. Scheduled oil sampling (S.O.S.) is mandatory with this warranty. The customer is responsible for taking oil samples at designated intervals from all power train components and failure to do so may result in voiding the warranty.</p> <p>Standard 12 Month Unlimited Hour Full Machine Coverage</p> <p>60 MONTHS / 2500 HOURS POWERTRAIN</p>		<p>All used equipment is sold as is where is and no warranty is offered or implied except as specified here:</p> <p>Warranty applicable:</p>	

CSA:

NOTES: REPURCHASE: 5YR/2000 HOURS \$44,000, 3 YR/1500 HOURS \$50,000 with 50% tires and edges and no sheet metal damage

THIS AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE

To the extent that the property described herein is used equipment, Buyer is hereby notified that Warren Power & Machinery, Inc. has assigned its rights (but not its obligations) in this agreement to sell such equipment to CATD Exchange Services, LLC, a qualified intermediary, as part of an Internal Revenue Code Section 1031 exchange.

ORDER RECEIVED BY	Phil Denny	WARREN CAT REPRESENTATIVE	APPROVED AND ACCEPTED ON	July 22, 2015	PURCHASER
			CLAY COUNTY 2		
		BY	<i>Kenneth F. Smith</i>		PURCHASER
			CLAY County Judge		TITLE

OTHER TERMS AND CONDITIONS

PAYMENT AND SECURITY INTEREST:

Unless otherwise indicated above, payment shall be made in full on or before Purchaser takes possession of Equipment. If full payment is not made prior to possession, then Purchaser grants to Seller a security interest in the Equipment and all proceeds thereof to secure payment of the Purchase Price and any and all liabilities and obligations of Purchaser to Seller. Seller may file Financing Statements, Continuation Statements, or any other such documents all without Purchaser's signature and at the expense of Purchaser. Any delinquent payment shall bear interest from the date it is due until paid at the highest interest rate permitted under applicable law.

WHERE AND WHOM TO MAKE PAYMENTS:

All checks shall be made payable to Warren Cat and sent to PO Box 842116, Dallas, TX 75284" and please underline and bold the address just as before.

DEFINITION OF WARREN CAT AND SELLER:

Warren Cat and Seller are defined as Warren Power & Machinery, Inc.

DELIVERY AND INSPECTION OF EQUIPMENT:

The Equipment shall be shipped to the location on the date stated in this Agreement. Shipping Date stated above is an estimate only, and if Equipment is not available or ready on that date it will be made available as reasonably soon thereafter as possible. PURCHASER SHALL INSPECT THE EQUIPMENT PRIOR TO SHIPMENT AND ONCE PURCHASER HAS AGREED TO AND AUTHORIZED THE SHIPMENT OF THE EQUIPMENT, IT SHALL BE CONCLUSIVELY PRESUMED THAT PURCHASER HAS FULLY INSPECTED AND ACCEPTED THE EQUIPMENT AS BEING IN GOOD CONDITION AND IN CONFORMITY WITH THIS AGREEMENT. Purchaser shall pay (to Seller or to third parties) all transportation costs in advance for delivery of the Equipment including but not limited to: loading, unloading, installing, dismantling, hauling, demurrage, freight and switching charges.

RISK OF LOSS AND INSURANCE.

Purchaser assumes all risks of loss and full responsibility for all loss or damage to Equipment from the date of this Agreement. Purchasers shall immediately provide and maintain in full force and effect the following policies of insurance: (a) fire, theft, and other hazards in sufficient amounts to cover the full replacement value of the Equipment; (b) comprehensive policy of public liability for each item of Equipment with the following minimum limits: (i) bodily injury - \$1,000,000; and (ii) property damage - \$1,000,000. In each policy, Seller shall be named as an additional insured and/or loss payee. Purchaser shall promptly furnish to Seller certificates or copies of each policy of insurance. Each policy shall provide for twenty (20) days written notice to Seller of the cancellation or material modification of the policy.

TRANSFER OF EQUIPMENT AND WARRANTY OF TITLE:

For value received, Seller does hereby sell, convey, assign, and transfer the Equipment to Purchaser to be effective only after full payment of the Purchase Price. Seller warrants and delivers title unto Purchaser free and clear of any and all liens, security agreements, and encumbrances. The Seller hereby binds Seller, and its successors and assigns, to warrant and defend the title of the property described herein to Purchaser, and Purchaser's successors and assigns, forever against every person whomsoever lawfully claiming or to claim such Equipment or any part thereof.

WARRANTY, CLAIMS, AND DAMAGES:

The warranties on the Equipment shall be the manufacturer's warranties, if any, and only if in writing. There are no warranties from Seller. Purchaser shall look to the manufacturer for the description of the warranty and for any warranty claims. Purchaser acknowledges and agrees that the Equipment is of a size, design, and manufacture selected by Purchaser and is suitable for Purchaser's purposes and contains all safety features deemed necessary to Purchaser. No affirmation, representation, or warranty made by an employee or agent of Seller shall be enforceable unless it is specifically included in this Agreement. SELLER MAKES NO EXPRESS OR IMPLIED REPRESENTATION, COVENANT, OR WARRANTY AS TO THE EQUIPMENT INCLUDING MERCHANTABILITY, QUALITY, CONDITION, DURABILITY, SUITABILITY, FITNESS FOR USE, FITNESS FOR ANY PARTICULAR PURPOSE OR ANY OTHER WARRANTY WHATSOEVER. THE EQUIPMENT IS SOLD "AS IS, WHERE IS" AND SUBJECT TO ALL FAULTS. SELLER SHALL NOT BE LIABLE FOR LOSS OR TIME, INCONVENIENCE, COMMERCIAL LOSS, OR CONSEQUENTIAL DAMAGES. Seller shall not be liable to Purchaser, for any failure of the Equipment to operate, or for any delay, loss, or expense caused thereby or for any interruption of service or use of the Equipment while such Equipment is undergoing servicing or repair. Seller shall not be required to furnish replacement Equipment or to grant any credit because of such loss of use of the Equipment while undergoing repairs or because of inclement weather.

TRADE-IN PROPERTY:

In consideration for the credit against the Purchase Price and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Purchaser does hereby irrevocably sell, assign, transfer and convey unto Seller, its successors and assigns, the Trade-in Property described above. Purchaser represents and warrants that Purchaser is the sole owner of the Trade-in Property, that Purchaser has full power and authority to sell the Trade-in Property, and that there are no liens, claims, debts, mortgages or encumbrances of any kind, nature, or description against the Trade-in Property, of record or otherwise. The Purchaser hereby binds Purchaser, and its successors and assigns, to warrant and defend the title of the property described herein to Seller, and Seller's successors and assigns, forever against every person whomsoever lawfully claiming or to claim such Trade-in Property or any part thereof. Purchaser represents and warrants that the Trade-in Property is in good working condition, that there are no defects (latent or patent), and that there are no undisclosed conditions or defects.

JURISDICTION AND VENUE:

If the Equipment was sold from one of Seller's locations in the State of Texas, jurisdiction and venue of any dispute arising from or related to this Agreement shall be in Midland County, Texas and the laws of the State of Texas shall govern the dispute. If the Equipment was sold from one of Seller's locations in the State of Oklahoma, jurisdiction and venue of any dispute arising from or related to this Agreement shall be in Oklahoma County, Oklahoma, and the laws of the State of Oklahoma shall govern the dispute.

ARBITRATION:

Any claim by Purchaser against Seller arising out of or related to this Agreement or to the Equipment, Trade-in Property, repairs, warranties, etc. shall, at the option of Seller, be settled and decided by binding arbitration conducted in Midland County, Texas, in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The judgment by the arbitrator(s) shall be final, and judgment upon the decision rendered may be entered in any court having jurisdiction thereof.

MISCELLANEOUS PROVISIONS:

This Agreement is the entire agreement between the parties hereto containing all agreed upon terms and conditions, and it supersedes and cancels any and all prior agreements and negotiations, whether written or oral. Time is of the essence in the performance of this Sale. Seller is not in any way or for any purpose a partner of or joint venture with Purchaser. If any one or more provisions of this Agreement shall be found to be illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. Purchaser and Seller will execute and deliver all other documents as may be reasonably needed to effectuate and complete the transaction(s) the subject of this Agreement. Both parties hereby represent and warrant that the person executing this Agreement has the proper authority from their respective entities to bind the entities to this Agreement. This Agreement may be executed by facsimile or electronically which shall have the same effect as an original signature.

INDEMNITY:

PURCHASER SHALL PROTECT, INDEMNIFY, AND SAVE SELLER AND ITS ASSIGNS HARMLESS AGAINST ANY AND ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION OF EVERY KIND AND CHARACTER WHATSOEVER, INCLUDING ATTORNEYS FEES, ARISING IN FAVOR OF ANY PERSON, INCLUDING EMPLOYEES OF PURCHASER, ON ACCOUNT OF PERSONAL INJURIES OR DAMAGES TO PROPERTY OCCURRING, GROWING OUT OF, INCIDENT TO, OR RESULTING DIRECTLY OR INDIRECTLY FROM THE SELECTION, PURCHASE, OWNERSHIP, DELIVERY, USE, OPERATION, MAINTENANCE, REPAIR, OR RETURN OF THE EQUIPMENT WHETHER SUCH LOSS, DAMAGE, OR INJURY OR LIABILITY ARISES FROM OR IS CONTRIBUTED TO BY THE NEGLIGENCE OF THE SELLER OR ITS EMPLOYEES, AND WHETHER DUE OR CONTRIBUTED TO BY IMPERFECTIONS OR DEFECTS OF THE EQUIPMENT, WHETHER LATENT OR PATENT, OR FROM OTHER CAUSES WHATSOEVER.

WAIVER OF DTPA RIGHTS:

PURCHASER WAIVES ITS RIGHTS UNDER THE DECEPTIVE TRADE PRACTICES-CONSUMER PROTECTION ACT, SECTION 17.41 ET SEQ., TEXAS BUSINESS COMMERCE CODE, A LAW THAT GIVES CONSUMERS SPECIAL RIGHTS AND PROTECTIONS. AFTER CONSULTATION WITH AN ATTORNEY OF PURCHASER'S OWN SELECTION, PURCHASER VOLUNTARILY CONSENTS TO THIS WAIVER.

WAIVER OF DTPA RIGHTS:

PURCHASER WAIVES ITS RIGHTS UNDER THE DECEPTIVE TRADE PRACTICES-CONSUMER PROTECTION ACT, SECTION 17.41 ET SEQ., TEXAS BUSINESS COMMERCE CODE, A LAW THAT GIVES CONSUMERS SPECIAL RIGHTS AND PROTECTIONS. AFTER CONSULTATION WITH AN ATTORNEY OF PURCHASER'S OWN SELECTION, PURCHASER VOLUNTARILY CONSENTS TO THIS WAIVER.

Acceptance of goods or services constitutes acceptance of the Warren Cat Standard Terms and Conditions which are incorporated by reference and available at <https://www.warrencat.com/terms-conditions> or upon request.

OTHER PROVISIONS:

Warranty Acknowledgment and Customer Service Agreement for Travel, Mileage and Scheduled Oil Sampling (S.O.S./M.D.W.) Expense

Jul 24, 2015

CLAY COUNTY 2
214 NORTH MAIN ST
HENRIETTA, TX 76365-2800

Account#: 9973192
Machine Model: 420F AE4
Machine Serial Number: OSKR04363

Attached please find Warren CAT/Caterpillar Warranty Statements on the above referenced machine. Listed below are the applicable coverages:

- 12 Month/Unlimited Hour Warranty, beginning ON DELIVERY
- Extended Power Train Coverage 5 YR/2500 HOURS
- Extended Power Train + Hydraulics Coverage _____
- Extended Full Machine Warranty _____
- Battery Limited Warranty
- Tire Limited Warranty

Field Service travel time and mileage expense and scheduled oil sampling (SOS) are covered expenses for TRAVEL TIME FREE 1 YR FOR WARRANTY REPAIRS.

Travel time and mileage expense is not covered for skid steer loaders, multi terrain loaders, mini excavators or compact wheel loaders.

Scheduled Oil Sampling (SOS) expense during the extended warranty period is a covered expense.

Please acknowledge receipt of the warranty statements and customer service agreement by signing this form below.

Acknowledgement and acceptance of terms:

Kenneth Liggett
Signature *clay county judge*

July 27, 2015
Date



Telematics Data Consent Form

WARRENCAT.COM | 886.2WARREN

I agree and acknowledge that to the extent this equipment is equipped with a telematics system (e.g., Product Link), that data concerning this equipment, its condition, and its operation is being collected and transmitted to Caterpillar Inc., its affiliates (collectively, "Caterpillar"), and/or its dealers.

Caterpillar Inc. recognizes and respects customer privacy. The Caterpillar Telematics Data Privacy Statement (the "Privacy Statement") describes the categories of information collected, the purposes of the processing of the information, how the information is shared, how to ask questions about telematics and how to revoke your consent. The Privacy Statement is available online at www.cat.com and attached to this consent form.

I consent, agree to allow, and grant a worldwide, perpetual, fully paid up, non-exclusive, nonrevocable, license to, Caterpillar and/or its dealers to use, access and transfer this information in accordance with this consent form and the Privacy Statement, including for this information to be transferred to jurisdictions that may not offer the same level of data protection as the jurisdiction in which I am located. Furthermore, I acknowledge and agree that to the extent consent of the operator is required that I will have and will obtain their consent prior to allowing them to use the equipment.

In the event that I transfer ownership of the equipment, I agree to notify the next owner about the telematics system, the information being transmitted and the Purposes and this language including the link to the privacy statement. In addition, I will notify my dealer that I have transferred ownership of the equipment.

I have been provided a copy of the Caterpillar Telematics Data Privacy Statement.

I have read and I understand the Caterpillar Telematics Data Privacy Statement.

I freely consent to the data collection and transfers described in this consent form, including the Caterpillar Telematics Data Privacy Statement.

The undersigned company hereby gives its voluntary consent and agreement:

CLAY COUNTY 2
Company Name

Kenneth Liggett
Signature

Kenneth Liggett Clay County Judge
Represented by (Please Print)

July 27, 2015
Date



Customer Number	9973192
Customer Name	CLAY COUNTY 2

CUSTOMER CONTACT INFORMATION

Name:		Phone:	
Job Role:		Email:	

SERIAL NUMBER

	Included with new machines delivery for 3 years.
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SERIAL NUMBER

OSKR04363	Included with new machines delivery for 3 years.
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	Included with new machines delivery for 3 years.

I acknowledge an accept the terms and conditions of the data privacy Agreement.

CLAY COUNTY 2	<i>Kenneth Leggett</i>	<i>Clay County Judge</i>	Jul 24, 2015
Customer Signature		Title	Date
WARREN CAT	<i>Philip Perry</i>	<i>Sales Rep</i>	Jul 24, 2015
Dealer Signature		Title	Date