

2.25%

American National Leasing Company

GOVERNMENT LEASE PURCHASE AGREEMENT NO. 48748C

LESSOR: **AMERICAN NATIONAL LEASING COMPANY**
2732 Midwestern Parkway
Wichita Falls, TX 76308

LESSEE: **Clay County**
214 N. Main
Henrietta, TX. 76365

ID # 116

VENDORS: **Warren CAT**
1909 Jacksboro Hwy
Wichita Falls, TX 76301

<u>Model Number</u>	<u>Serial #</u>	<u>EQUIPMENT INFORMATION</u> Item/Description:	<u>Qty</u>	<u>Price</u>
140M2	#M9D01752 <i>new</i>	2014 CAT MOTOR GRADER	1	\$257,000.00
	<i>old P1-</i>	<u>TRADE IN:</u> 2011 CAT 140MQ MOTOR GRADER S/N#0B9D03001	1	(\$231,000.00)
		WARREN CAT TOTAL:		\$26,000.00
		PAYOFF TO CATERPILLAR FINANCIAL		\$96,571.93
		EQUIPMENT TOTAL:		\$122,571.93
		LESS DOWN PAYMENT:		(\$0.00)
		Document Fees:		\$65.00
		TOTAL CAPITALIZED COST:		\$122,636.93

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Lessee: Please Initial

SCHEDULE OF LEASE PAYMENTS DURING THE BASE TERM:

No. of Years:	5	Base Lease Payment:	\$10,000.00
No. of Lease Payments:	6	Sales Tax:	EXEMPT
For Business Use Inside:	Clay County	Property Tax:	EMEMPT
		Total Payment:	\$10,000.00
		Lease End Date:	JANUARY 28,2019

[END OF LEASE PURCHASE OPTION]

If the Lessee makes all the Lease payments on Schedule A for the entire stated term, Lessee may buy the Equipment for \$1.00.

TERMS AND CONDITIONS

- 1.) **LEASE:** Lessor leases to Lessee, and Lessee leases from Lessor the Equipment listed in "Equipment Information" (the "Equipment"). Said Equipment will be located at the above address of the Lessee and will not be moved to a new location without written permission first given by Lessor. Lessor acknowledges receipt of the first Lease payment referred to above from Lessee. Any amounts received by the Lessor from Lessee, at or prior to the date of this Lease, in excess of the first Lease payment as shown above, shall be held as security for the performance of the terms of this Lease. If Lessee is not in default hereunder, or under any other Lease between the parties hereto, said security shall be applied toward the payment of Lease at the end of the term of this Lease, or (at Lessor's option) returned to Lessee.
 - 2.) **COMPLETE AGREEMENT:** This document (referred to as the "Lease" or the "Agreement") constitutes the entire agreement between Lessor and Lessee regarding the Equipment. No verbal representation or statement made by any representative of the Lessor or Lessee shall be binding unless expressly stated herein. Whenever the word Lessor is used herein, it shall include both the original Lessor and all assignees of Lessor.
 - 3.) **ACCEPTANCE; DELIVERY:** Lessee agrees that it has selected the Equipment, and the Lessor shall not be liable for specific performance or for damages, if any, if for any reason the vendor delays or fails to fill the Equipment order. Lessee shall accept such Equipment delivered in good condition and authorizes Lessor to insert the serial number and any additional descriptive matter in "Equipment Information" in connection with the Equipment.
 - 4.) **MAINTENANCE:** Lessee agrees that all maintenance, service, and Equipment warranties, are the sole obligation of the vendor or supplier of the Equipment. Lessor authorizes the Lessee to enforce in Lessee's own name any warranty, agreement or representation, if any, which may be made regarding the Equipment by the vendor or supplier BUT LESSOR ITSELF MAKES NO EXPRESS OR IMPLIED WARRANTIES AS TO THE EQUIPMENT WHATSOEVER. Lessee has selected the Equipment to be financed by this Lease and Lessor is merely providing financing for such Equipment. Lessor is not the vendor of the Equipment, and Lessor makes no warranties in regard to the Equipment. All warranties regarding the Equipment, including but not limited to the warranties of MERCHANTABILITY and FITNESS FOR A PARTICULAR PURPOSE are expressly disclaimed by Lessor.
- The disclaimers or limitations in this Section 4 do not apply to any warranties made by the vendor or supplier of the Equipment, all of which may be enforced by Lessee.
- 5.) **LEASE PAYMENTS:** The total Lease payments for lease of the Equipment are shown on Exhibit A. Lessee promises and agrees to pay all specified Lease payments in advance on or before the date designated for the payments in Exhibit A without demand. Said Lease payments shall be payable at the office of Lessor, or to such other person and/or at such other place as Lessor may from time to time designate to Lessee in writing.

In the event this Lease is not "bank qualified" under Section 265(b)(3) of the Internal Revenue Code (meaning Lessee or its subordinate entities issue more than \$10,000,000 in tax exempt debt during the same calendar year this Lease is funded), or if the interest portion of the Lease payments is not excluded from federal income taxation, the Lease payments shall be recalculated using a "Gross Up Rate" (meaning a new interest rate on the amount funded by Lessor) of N.Y. Prime +4% per annum.

KEL

Lessee: Please Initial

6.) **LEASE TERM:** This Lease shall have a term commencing on the Date of Acceptance by Lessee (shown in the "Lessee's Acceptance") until the Lease End Date shown on page 2, unless this Lease is earlier terminated by reason of default (Section 12) or non-appropriation (Section 14).

7.) **OWNERSHIP; RETURN; PERSONAL PROPERTY:** Subject to all rights granted to or retained by Lessor under this Agreement (including Lessee's unconditional obligation to return possession and title to the Equipment to Lessor at the end of the term of this Lease regardless of the reason for termination) title to the Equipment shall be in the name of the Lessee. Upon the termination of this Lease for any reason, Lessee will immediately return said Equipment and all additions to the Equipment to Lessor in as good condition as received, normal wear and tear excepted, or Lessee may purchase the Equipment for the Purchase Option Price then in effect. Any profit or loss from disposition of the Equipment after it is returned to Lessor will be the responsibility of, and belong to, the Lessor. The Equipment shall always remain and be deemed personal property even though attached to realty. All replacements, Equipment repairs or accessories made to or placed in or upon said Equipment shall become a component part thereof, and title thereto shall be immediately vested in Lessee; and shall be included under the terms hereof. All advances made by Lessor to preserve said Equipment or to pay insurance premiums for insurance thereon or to discharge and pay any taxes, liens or encumbrances thereon shall be added to the unpaid balance of Lease Payments due hereunder and shall be repayable by Lessee to Lessor immediately together with interest thereon at the rate of twelve (12%) per cent annum until paid.

If ownership of the Equipment is evidenced by a certificate of title (for example, a motor vehicle), such title shall be endorsed to show Lessee as a lienholder. Lessee further covenants to Lessor's filing a UCC-1 Financing Statement to reflect Lessor's interest in the Equipment. Lessee shall return the title, endorsed to Lessor, at the same time Lessee returns the Equipment. Should Lessee fail to return the title endorsed to Lessor, Lessee hereby designates Lessor as having full legal power and authority (including a limited irrevocable power of attorney) either to apply for a new title in Lessor's name, or to endorse the current title to Lessor's name.

8.) **PURCHASE OPTION:** If no Event of Default has occurred and is continuing, Lessee shall have the option at any time to purchase all (but not less than all) the Equipment at the price stated in Exhibit A, plus any applicable sales taxes and fees (all being the "Purchase Option Price"). Lessee must give Lessor irrevocable written notice at least 30 days before the purchase date that it will purchase the Equipment unless the purchase is being made at the end of the term of this Agreement and the Purchase Option Price is \$1.00. The Purchase Option Price as defined in Exhibit A shall be used for any purchase of the Equipment by the Lessee prior to the end of the scheduled term. Upon payment by Lessee of the Purchase Option Price, Lessor shall transfer all of Lessor's rights in the Equipment to Lessee AS-IS WHERE-IS WITH ALL FAULTS without any representation or warranty whatsoever, and this Agreement shall terminate.

9.) **ASSIGNMENT:** Lessor may assign this Lease and its assignee may reassign the same, without the consent of Lessee. All rights of Lessor hereunder shall be succeeded to by any assignee hereof and said assignee's title to this Lease, to the Lease payments or other amounts due hereunder, and in and to the Equipment shall be free from all defenses, setoffs or counterclaims of any kind or character which Lessee may be entitled to assert against the original Lessor; it being understood and agreed that any assignee of Lessor does not assume any obligations of the original Lessor herein named. It is further understood and agreed, however, that Lessee may separately claim against the original Lessor as to any matters that Lessee may be entitled to assert against the original Lessor.

Neither this Lease nor any interest herein is assignable or transferable by operation of law, or otherwise, by Lessee.

10.) **LOSS; DAMAGE; INSURANCE:** As between Lessor and Lessee, Lessee assumes the entire risk of loss from all use and operation of the Equipment and no such loss shall relieve Lessee of its obligations hereunder. Lessee agrees to and does hereby indemnify and hold Lessor harmless, from and against all claims, costs, expenses, damages and liabilities, including reasonable attorney fees resulting from or pertaining to the use or operation of the Equipment during the term of this Agreement, or while said Equipment is otherwise in possession of the Lessee. Lessee agrees to keep the Equipment insured (i.e., property insurance) to protect all interests of Lessee and Lessor, at Lessee's expense, against all risks of loss or damage from every cause whatsoever for not less than the unpaid balance of the Lease payments due hereunder to maturity or 80% of the then current value of said Equipment, whichever is higher. Lessee shall further maintain commercial general liability insurance regarding injury, damage or death resulting out of the operation of the Equipment during the term hereof or while the Equipment is in the possession of Lessee, and including any liability of Lessor for public liability and property damage. Lessor may, but shall not be obligated to, insure said Equipment at the expense of Lessee. The proceeds from such insurance policies shall be paid to Lessor as its interests may appear and Lessor shall be named as an additional insured and loss payee in all said policies. The proceeds of such insurance, whether resulting from loss or damage or return premium or otherwise, shall be applied toward the replacement or repair of the said Equipment, or the payment of obligations of Lessee hereunder, at the option of Lessor. Lessee hereby appoints Lessor as Lessee's attorney-in-fact to make claims for, receive payment of and execute or endorse all documents, checks or drafts for loss or damage or return premium under any insurance policy issued in regard to said Equipment.


Lessee: Please Initial

Lessor and Lessee acknowledge that Lessor is only financing the Equipment, and Lessor does not hold title to, use, operate, control or maintain the Equipment, all of which shall be done by Lessee during the term hereof.

11.) USE; TAXES; INSPECTION AND CONDITION: Lessee agrees to use, operate and maintain said Equipment in accordance with all applicable laws; to pay all licensing or registrations fees for said Equipment and to keep the same free of levies, liens and encumbrances; to file all personal property tax returns (if any are due on the Equipment), to pay all taxes, assessments, fees and penalties which may be levied or assessed on or in respect to said Equipment or its use or any interest therein, or upon the Lease payments (provided Lessor shall pay its own income taxes on the Lease payments), including but not limited to, all federal, state and local taxes, however designated, levied or assessed upon the Lessee and Lessor or either of them in regard to said Equipment, or upon the use or operation thereof. Lessee shall permit Lessor to inspect said Equipment at any time; and to keep it in first class condition and repair at Lessee's expense and house the same in suitable shelter; and not to sell or otherwise dispose of Lessee's interest therein or in any additions or accessories attached thereto during the term of this Lease.

12.) EVENTS OF DEFAULT; REMEDIES; LATE CHARGES; EXPENSES OF ENFORCEMENT:

(a) **Events of Default.** In the event Lessee shall default in the payment of any Lease payment due, or any other sums due hereunder for a period of fifteen (15) days or more, or in the event of any default or breach of the terms and conditions of this Lease, or any other lease between the parties hereto, or if any execution or other writ or process shall be issued in any action or proceeding, against the Lessee, whereby the said Equipment may be taken or distrained, or if a proceeding in bankruptcy, receivership or insolvency shall be instituted by or against the Lessee or its property, or if the Lessee shall enter into any agreement or composition with its creditors, breach any of the terms of any loan or credit agreement, or default thereunder, or if the condition of the Lessee's affairs shall so change as to, in the Lessor's opinion, impair the Lessor's security or increase the credit risk involved, then and in that event Lessee shall return the Equipment as provided in Section 7 and Section 12(b). If Lessee fails to do so, the Lessor shall have the right to retake immediate possession of the Equipment, and for such purpose, the Lessor may enter upon any premises where said Equipment may be and may remove the same therefrom with or without notice of its intention to do same, without being liable to any suit or action or other proceeding by the Lessee.

(b) **Remedies.** If this Lease terminates by reason of event of default (Section 12), non-appropriation (Section 14) or otherwise prior to the end of the entire Lease term shown on Exhibit A, and if Lessee has not paid the applicable Purchase Option Price Lessor's remedies shall be the following:

(i) Lessee shall return the Equipment to Lessor as provided in Section 7.

(ii) Lessor may retain all Lease payments previously paid by Lessee.

(iii) Upon return of the Equipment full legal title thereto shall be automatically vested in Lessor, and Lessee will deliver title as provided in Section 7.

(iv) Lessor may, at its option, sell the Equipment at public or private sale for cash or on credit and may become the purchaser at such sale. Any gain or loss on such sale shall accrue and belong to Lessor.

(c) **Late Charges.** Whenever any payment is more than ten (10) days late, the Lessee promises to pay to the Lessor or its assigns, not later than one month thereafter, an amount calculated at the rate of five cents per one dollar of each such delayed payment and to make such payments as liquidated damages occasioned by such delay, if allowed by law.

(d) **Expense of Enforcement.** Upon default under any provision of this Lease, the Lessee shall be liable for arrears of lease payments, during any period for which Lessee has made appropriation under Section 14, if any. Further, if Lessee fails to return the Equipment (and title, if any) to Lessor, Lessee shall be liable for (i) the expense of retaking possession and the removal of the Equipment, (ii) court costs, and (iii) Lessor's reasonable attorney's fees.

13.) NON-WAIVER: The omission by the Lessor at any time to enforce any default or right reserved to it, or to require performance of any of the terms, covenants or provisions hereof by the Lessee at any time designated, shall not be a waiver of any such default or right to which the Lessor is entitled, nor shall it in any way affect the right of the Lessor to enforce such provisions thereafter. The Lessor may exercise all remedies simultaneously, pursuant to the terms hereof, and any such action shall not operate to release the Lessee until the full amount of the Lease Payments due and to become due and all other sums to be paid hereunder have been paid in cash.

14.) SPECIAL PROVISIONS: FISCAL FUNDING: The Lessee warrants that it has funds available to pay the Lease payments payable pursuant to this Agreement until the end of its current appropriation period and warrants that it


Lessee: Please Initial

presently intends to make payments in each appropriation period from now until the end of the Lease term. The officer of the Lessee responsible for preparation of Lessee's annual budget shall request from its legislative body funding to be paid to Lessor under this Agreement. If notwithstanding the making in good faith of such request in accordance with appropriate procedures and with the exercise of reasonable care and diligence, such legislative body over funding authority does not appropriate funds to be paid to Lessor then at the end of the fiscal year for which Lessee has made appropriation Lessee shall be released of its obligation to make Lease payments to Lessor due after the end of the period for which appropriation was made, provided the Equipment (and any related title documents) are returned to Lessor by Lessee and at Lessee's expense, in good condition, normal wear and tear excepted. In addition to return of the Equipment pursuant to the terms of this Agreement, Lessor shall retain all sums paid by Lessee and for which appropriation was made. To the extent permitted by law, Lessee may not terminate the Lease in order to purchase, rent or lease property performing functions similar to those performed by the Equipment, and agrees not to permit functions similar to those performed through the use of the Equipment to be performed by its own employees or by any agency or entity affiliated with or hired by the Lessee.

15.) SEVERABILITY: The provisions of this Lease are severable, and if any one of such provisions are determined to be illegal or unenforceable, the same shall not impair the effectiveness of the remaining provisions hereof.


Lessee: Please Initial

THIS LEASE IS SUBJECT TO THE TERMS AND CONDITIONS PRINTED ABOVE WHICH ARE MADE A PART HEREOF AND WHICH LESSEE ACKNOWLEDGES THAT IT HAS READ. LESSEE REPRESENTS THAT ALL ACTION TO AUTHORIZE THE EXECUTION OF THIS AGREEMENT ON BEHALF OF THE LESSEE BY THE FOLLOWING SIGNATORIES HAS BEEN TAKEN.

Date of Acceptance: January 28, 2014

Lessor: American National Leasing Company

By: Mike Cuba
Mike Cuba
President

Lessee(s): Clay County
214 N. Main
Henrietta, TX. 76365
Federal Tax ID# 75-6000861

By: Kenneth Liggett
Kenneth Liggett
Clay County Judge

LESSEE'S ACCEPTANCE

TO VENDOR (WARREN CAT) ACCEPTANCE MUST BE SIGNED BY LESSEE AND RETURNED TO US BEFORE YOUR INVOICE CAN BE PROCESSED FOR PAYMENT.

We as Lessee agree the above listed Equipment is satisfactory in every way, accepted by us and we as Lessee have approved payment of the Total Capitalized Cost by Lessor to Vendor. We, as Lessee, hereby agree that we have fully inspected the Equipment leased hereunder and acknowledged it to be in good condition to our complete satisfaction. We understand that you, as Lessor, make no warranties, either expressed or implied, as to the condition of the Equipment, or its fitness for any particular purpose. We understand that this installation is not made on a trial basis.

Lessee(s): Clay County
214 N. Main
Henrietta, TX. 76365
Federal Tax ID# 75-6000861

Date of Acceptance: January 28, 2014

By: Kenneth Liggett
Kenneth Liggett
Clay County Judge

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Lessee: Please Initial

with

Exhibit A

Lease payments

<u>Payment Date</u>	<u>Lease Payment</u>
1/28/14	\$0.00
3/15/14	\$10,000.00
3/15/15	\$10,000.00
3/15/16	\$10,000.00
3/15/17	\$10,000.00
3/15/18	\$10,000.00
1/28/19	\$83,752.30

122636.93



Exhibit A

Purchase Option Price

If Lessee has made all the Lease payments shown on Exhibit A for the entire stated term of the Lease, Lessee may buy the Equipment free and clear of all rights of the Lessor for \$1.00.

Lessee may also buy the Equipment at any time prior to the end of the full stated Lease term by paying to Lessor:

(a) the remaining unpaid balance of the principal payments due for the entire stated term of the Lease shown on Exhibit A (the Lease payments have both a principal and interest component like any loan), plus

(b) accrued but unpaid interest on such principal amount as of such purchase date.

The Lessor will calculate such payments and furnish them to Lessee as requested.

(PCT 1) M9D01752 start 1/28/14 RATE 2.25%

12263693
DATE Jan 28, 2014



SALES AGREEMENT

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

1/28/14

BUYER	CLAY COUNTY 1		
STREET ADDRESS	214 NORTH MAIN ST		<SAME>
CITY/STATE	HEWLETTA, TX	COUNTY	CLAY (077)
POSTAL CODE	76365-2800	PHONE NO.	940 529 6134BRN
CUSTOMER CONTACT:	EQUIPMENT	LINDY CHOATE	
	PRODUCT SUPPORT	LINDY CHOATE	
INDUSTRY CODE:	GOVT ROAD CONST & MAINT (207R)	PRINCIPAL WORK CODE	
			F.O.B. AT: BYERS

CUSTOMER NUMBER	9973191	Sales Tax Exemption # (if applicable)	GOVT	CUSTOMER PO NUMBER	LINDY
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PAYMENT TERMS: (All terms and payments are subject to Finance Company - CAC approval)					
NET PAYMENT ON RECEIPT OF INVOICE	<input type="checkbox"/>	NET ON DELIVERY	<input type="checkbox"/>	FINANCIAL SERVICES	<input type="checkbox"/> CSC <input type="checkbox"/> LEASE
CASH WITH ORDER	\$0.00	BALANCE TO FINANCE	\$0.00	CONTRACT INTEREST RATE	0%
PAYMENT PERIOD		PAYMENT AMOUNT		NUMBER OF PAYMENTS	
				OPTIONAL BUY-OUT	\$0.00

DESCRIPTION OF EQUIPMENT ORDERED / PURCHASED				
MAKE: CATERPILLAR	MODEL: 140M2	YEAR: 2014		
STOCK NUMBER: C59813	SERIAL NUMBER: M9D01752			
140M2 MOTOR GRADER	353-2919	MIRRORS, OUTSIDE MOUNTED		233-3295
MOLDBOARD, 14 FT, PLUS	349-3048	GUARD, TRANSMISSION		366-2459
RIPPER-SCARIFIER, REAR	324-0889	PUSH PLATE		367-6842
WEATHER, COLD	353-3317	SHANKS/TEETH FOR SCARIFIER		4K-3330
BASE & 1 (RIP)	354-4112			
LIGHTS, FRONT HEADLIGHTS, HIGH	309-9881			
STARTER, ELECTRIC, HEAVY DUTY	325-6336			
CAB, PLUS (STANDARD GLASS)	389-7322			
PRODUCT LINK, SATELLITE PL321	373-6739			
TIRES, 14.0R24 NK IGLA2 1+ MP	252-0679			
GUARD GP, HITCH	323-6970			
ANTIFREEZE WINDSHIELD WASHER	0P-1939			
COMFORT PACKAGE	391-8968			
HTS, WORKING, PLUS	353-3320			
CAMERA, REAR VISION	391-2914			

YEAR	TRADE-IN EQUIPMENT	SERIAL NO.	Sell Price	\$257,000.00
2011	140MQ BR - CATERPILLAR (AA)	0B9D03001	Ext Warranty	Included
			Less Gross Trade Allowance	(\$231,000.00)
			After Tax Balance	\$26,000.00

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 _____

PAYDUT 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.

CATERPILLAR EQUIPMENT WARRANTY

INITIAL _____

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.
Standard 12 Month Unlimited Hour Full Machine Coverage

GOVT New Machine 5 Years / 5000 Hours PREMIER

USED EQUIPMENT WARRANTY

INITIAL _____

All used equipment is sold as is where is and no warranty is offered or implied except as specified here:

Warranty applicable: _____

CSA:
NOTES: REPURCHASE: 5YR/5000 HRS \$175,000 3YR/3000 HRS \$190,000

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

Notice is hereby given that Warren Power & Machinery, Inc. has assigned to Warren Exchange LLC its rights (but not its obligations) to sell certain equipment held for rental purposes.

ORDER RECEIVED BY	<u>Phil Denny</u>	WARREN CAT	APPROVED AND ACCEPTED ON	_____	PURCHASER
		REPRESENTATIVE		<u>CLAY COUNTY 1</u>	
			BY	_____	SIGNATURE
				_____	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 shall 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 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:

If the Equipment is purchased from one of Seller's locations in the state of Texas, all payments shall be sent to P.O. Box 842116, Dallas, TX 75284. If the Equipment was purchased from one of Seller's locations in the state of Oklahoma, all payments shall be sent to Dept. 1944, Tulsa, OK 74162. Seller may designate in writing to Purchaser such other place(s) for payment. All checks shall be made payable to Warren Cat.

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. Purchaser 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.

DE-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.

OTHER PROVISIONS:

CUSTOMER ORIGINAL INVOICE



Remit To: Warren CAT
 P.O. Box 842116
 Dallas, Texas 75284-2116
 Toll Free (866) 2WARREN
 (432) 571-4242

SOLD TO

CLAY COUNTY 1
 BOARD OF COUNTY COMMISSIONERS
 214 NORTH MAIN ST
 HENRIETTA, TX 76365-2800

SHIP TO

CLAY COUNTY 1
 SHIP DATE 1/27/14
 SHIPPED FROM WICHITA FALLS
 FOB CLAY COUNTY 1
 SHIPPED TO CLAY COUNTY 1

INVOICE NUMBER	INVOICE DATE	CUSTOMER NUMBER	CUSTOMER ORDER NUMBER	STORE	DOY	SALESMAN	TERMS	PAGE
S8742101	01-27-14	9973191		08	G	217	2	1
PSO/WO NUMBER	DOC. DATE	PC	LC	MC	SHIP VIA			
S87421	08-27-13			10				
MAKE	MODEL	SERIAL NUMBER	EQUIPMENT NUMBER	METER READING	MACH. I.D. NUMBER			
AA	140M2	M9D01752		.0	C59813			
QUANTITY	ITEM	N/R	DESCRIPTION	UNIT PRICE	EXTENSION			

CUSTOMER CONTACT: LINDY CHOATE

EQUIPMENT SALE
 CATERPILLAR
 MOTOR GRADER

MODEL 140M2

1.0 ID NO: C59813 SERIAL NO: M9D01752 26000.00
 PIN: *CAT0140MKM9D01752*

REF: 353-2919

- 1.0 REF: 0P-9002 LANE 2 ORDER
- 1.0 363-3910 GLOBAL ARRANGEMENT, LOW AMBIENT
- 1.0 349-3048 MOLDBOARD, 14' PLUS
- 1.0 324-0889 RIPPER-SCARIFIER, REAR
- 1.0 353-3317 WEATHER, COLD
- 1.0 305-2927 LINES, STANDARD W/O ACCUMULATOR
- 1.0 356-8649 PRECLEANER
- 1.0 358-9337 INSTALLATION AR- BOX FRAME
- 1.0 354-4112 BASE & 1 (RIP)
- 1.0 309-9881 LIGHTS, FRONT HEADLIGHTS, HIGH
- 1.0 325-6336 STARTER, ELECTRIC, HEAVY DUTY
- 1.0 389-7322 CAB, PLUS (STANDARD GLASS)
- 1.0 373-6739 PRODUCT LINK, SATELLITE PL321
- 1.0 362-5222 NO ACCUGRADE
- 1.0 252-0679 TIRES, 14.0R24 MX XGLA2 1* MP
- 1.0 323-6970 GUARD GP, HITCH
- 1.0 310-0725 LANGUAGE, ENGLISH
- 1.0 0P-1939 ANTIFREEZE WINDSHIELD WASHER
- 1.0 391-8968 COMFORT PACKAGE
- 1.0 353-3320 LIGHTS, WORKING, PLUS
- 1.0 391-2914 CAMERA, REAR VISION
- 1.0 233-3295 MIRRORS, OUTSIDE MOUNTED

TERMS OF PAYMENT: Unless specific terms of payment are stated above, which shall then be the governing terms hereof, this invoice shall otherwise be due and payable in full 30 days from invoice date. Performance under this invoice along with jurisdiction and venue shall be in Dallas County, Texas. TITLE TO EQUIPMENT LISTED ON THIS INVOICE SHALL REMAIN IN WARREN CAT UNTIL PURCHASE PRICE IS PAID IN FULL.

Thank You!

PLEASE PAY THIS AMOUNT

AMOUNT CREDITED

Claims for damages and shortages will not be considered unless made within fifteen days after receipt of shipment. Our responsibility ceases upon obtaining receipt from transportation company.

ARILENE, TX 3601 So. Treadway (325) 892-1800 AMARILLO, TX 140 AT F.M. 1812 (806) 335-1811 DALHART, TX 1901 E. 18TH (806) 248-8772 LURBOCK, TX 702 Slaton Road East (806) 745-4495 MIDLAND, TX 3808 S. FM 1788 (432) 571-4242 ODessa, TX 2301 Production (432) 332-1681 SAN ANGELO, TX 5102 LINK ROAD (325) 666-1100 WICHITA FALLS, TX 1909 Jackboro Hwy. (840) 767-4384

NOTE TO CUSTOMERS: PLEASE READ THE REVERSE SIDE FOR IMPORTANT INFORMATION

CATERPILLAR CAT and CAT are trademarks of Caterpillar, Inc.

CUSTOMER ORIGINAL INVOICE



Remit To: **Warren CAT**
 P.O. Box 842116
 Dallas, Texas 75284-2116
 Toll Free (866) 2WARREN
 (432) 571-4242

SOLD TO
 CLAY COUNTY 1
 BOARD OF COUNTY COMMISSIONERS
 214 NORTH MAIN ST
 HENRIETTA, TX 76365-2800

SHIP TO
 CLAY COUNTY 1
 SHIP DATE 1/27/14
 SHIPPED FROM WICHITA FALLS
 FOB CLAY COUNTY 1
 SHIPPED TO CLAY COUNTY 1

INVOICE NUMBER	INVOICE DATE	CUSTOMER NUMBER	CUSTOMER ORDER NUMBER	STORE	DIV.	SALESMAN	TERMS	PAGE
S8742101	01-27-14	9973191		08	G	217	2	2
PSOWO NUMBER	DOC DATE	PC	LC	MC	SHIP VIA			
S87421	08-27-13			10				
MAKE	MODEL	SERIAL NUMBER		EQUIPMENT NUMBER	METER READING	MACH. I.D. NUMBER		
AA	140M2	M9D01752			.0	C59813		
QUANTITY	ITEM	N/R	DESCRIPTION	UNIT PRICE	EXTENSION			

1.0	366-2459	GUARD, TRANSMISSION
1.0	367-6842	PUSH PLATE
1.0	4K-3330	SHANKS/TEETH FOR SCARIFIER
1.0	0P-2265	ROLL ON-ROLL OFF

EQUIPMENT TRADE IN

PIN: *CAT0140MJB9D03001*

1.0 *
 1.0 *
 1.0 *
 1.0 *

PAYMENT DUE UPON RECEIPT OF INVOICE.
 PLEASE VERIFY THAT PAYMENT HAS BEEN MADE
 ***** THANK YOU FOR YOUR BUSINESS *****
 MODEL: 140M SERIAL NO: B9D03001

1.0 *

TERMS OF PAYMENT: Unless specific terms of payment are stated above, which shall then be the governing terms hereof, this invoice shall otherwise be due and payable in full 30 days from voice date. Performance under this invoice along with jurisdiction and venue shall be in and County, Texas. TITLE TO EQUIPMENT LISTED ON THIS INVOICE SHALL REMAIN IN WARREN CAT UNTIL PURCHASE PRICE IS PAID IN FULL.

Thank You!

PLEASE PAY THIS AMOUNT	26000.00
AMOUNT CREDITED	

Claims for damages and shortages will not be considered unless made within fifteen days after receipt of shipment. Our responsibility ceases upon obtaining receipt from transportation company.

- ABILENE, TX
3601 So. Treadway
(325) 692-1600
- AMARILLO, TX
140 AT F.M. 1912
(806) 335-1811
- DALHART, TX
1501 E. 16TH
(806) 249-8772
- LUBBOCK, TX
702 Slaton Road East
(806) 745-4495
- MIDLAND, TX
3809 S. FM 1788
(432) 571-4242
- ODESSA, TX
2301 Production
(432) 332-1681
- SAN ANGELO, TX
5102 LINK ROAD
(325) 656-1100
- WICHITA FALLS, TX
1909 Jacksboro Hwy.
(940) 767-4384

WARREN**CAT***(Tracked FN)*

Remit To: _____

Warren CATP.O. Box 842116
Dallas, Texas 75284-2116
Toll Free (866) 2WARREN
(432) 571-4242

SOLD TO

CLAY COUNTY 1
BOARD OF COUNTY COMMISSIONERS
214 NORTH MAIN ST
HENRIETTA, TX 76365-2800

SHIP TO

CLAY COUNTY #1
SHIP DATE: 01/20/11
SHIPPED FROM: WICHITA FALLS
FOB: CLAY #1
SHIPPED TO: BYERS, TX

INVOICE NUMBER	INVOICE DATE	CUSTOMER NUMBER	CUSTOMER ORDER NUMBER	STORE	DIV.	SALESMAN	TERMS	PAGE
S6784101	02-07-11	9973191	CHOATE	08	G	217	2	1
PSO/WO NUMBER	DOC. DATE	PC	LC	MC	SHIP VIA			
S67841	09-21-10			10				
MAKE	MODEL	SERIAL NUMBER		EQUIPMENT NUMBER	METER READING		MACH. I.D. NUMBER	
AA	140M	B9D03001			.0		C42770	
QUANTITY	ITEM	N/R	DESCRIPTION	UNIT	PRICE	EXTENSION		
CUSTOMER CONTACT: LINDY CHOATE								
EQUIPMENT SALE								
CATERPILLAR MODEL 140M								
MOTOR GRADER								
1.0	ID NO: C42770		SERIAL NO: B9D03001					33000.00
			PIN: *CAT0140MJB9D03001*					
	REF: 349-2551							
1.0	REF: 0P-9002		LANE 2 ORDER					
1.0	352-2104		GLOBAL ARRANGEMENT					
1.0	349-3048		MOLDBOARD, 14 FT, PLUS					
1.0	349-3052		WEATHER, COLD					
1.0	231-1516		LINES, STANDARD W/O ACCUMULATOR					
1.0	246-6711		FILM, ENGINE, VHP PLUS					
1.0	261-0610		COMPRESSOR/TANK, AIR					
1.0	349-3054		BASE & 1 (RIP)					
1.0	298-7465		LIGHTS, FRONT HEADLIGHTS, HIGH					
1.0	253-2724		ALTERNATOR, 150 AMP (AC)					
1.0	349-3050		CAB, PLUS					
1.0	235-6188		PRODUCT LINK, PL321					
1.0	302-8669		LANGUAGE, ENGLISH					
1.0	349-3067		COMFORT PACKAGE - 1					
1.0	349-3069		LIGHTS, WORKING, PLUS					
1.0	233-3295		MIRRORS, OUTSIDE MOUNTED					
1.0	285-8739		GUARD, TRANSMISSION					
1.0	332-1543		HEATER, ENGINE COOLANT, 120V					
1.0	0P-6690		ROLL ON-ROLL OFF					
1.0	252-0679		TIRES, 14.0R24 MX XGLA2 1* MP					
1.0	248-1322		RIPPER-SCARIFIER, REAR					
1.0	4K-3330		SHANKS/TEETH FOR SCARIFIER					

List Price 122,685

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Thank You!

PLEASE PAY THIS AMOUNT

AMOUNT CREDITED

Claims for damages and shortages will not be considered unless made within fifteen days after receipt of shipment. Our responsibility ceases upon obtaining receipt from transportation company.

ABILENE, TX
3601 So. Broadway
(325) 692-1900

AMARILLO, TX
140 AT F.M. 1812
(806) 335-1811

DALHART, TX
1901 E. 16TH
(806) 249-8772

LUBBOCK, TX
702 Bleton Road East
(806) 745-4495

MIDLAND, TX
3809 S. FM 1788
(432) 671-4242

ODESSA, TX
2301 Production
(432) 332-1681

SAN ANGELO, TX
6102 LINK ROAD
(325) 666-1100

WICHITA FALLS, TX
1909 Jacksboro Hwy.
(940) 767-4384

NOTICE TO CUSTOMERS: PLEASE READ THE REVERSE SIDE FOR IMPORTANT INFORMATION

CATERPILLAR® CAT and  are trademarks of Caterpillar, Inc.

WARREN**CAT**

Remit To: _____

Warren CATP.O. Box 842116
Dallas, Texas 75284-2116
Toll Free (866) 2WARREN
(432) 571-4242

SOLD TO

CLAY COUNTY 1
BOARD OF COUNTY COMMISSIONERS
214 NORTH MAIN ST
HENRIETTA, TX 76365-2800

SHIP TO

CLAY COUNTY #1
SHIP DATE: 01/20/11
SHIPPED FROM: WICHITA FALLS
FOB: CLAY #1
SHIPPED TO: BYERS, TX

INVOICE NUMBER	INVOICE DATE	CUSTOMER NUMBER	CUSTOMER ORDER NUMBER	STORE	DIV.	SALESMAN	TERMS	PAGE	
S6784101	02-07-11	9973191	CHOATE	08	G	217	2	2	
PSD/WO NUMBER	DOC. DATE	PC	LC	MC	SHIP VIA				
S67841	09-21-10			10					
MAKE	MODEL	SERIAL NUMBER		EQUIPMENT NUMBER	METER READING	MACH. I.D. NUMBER			
AA	140M	B9D03001				.0	C42770		
QUANTITY	ITEM	N/R	DESCRIPTION	UNIT	PRICE	EXTENSION			

1.0 250-3071 PUSH PLATE, COUNTERWEIGHT
EQUIPMENT TRADE IN
MODEL: 140H SERIAL NO: CCA03237
PIN: *CAT0140HKCCA03237*

1.0 *
1.0 *
1.0 *
1.0 SIT <3000# EXMPT
1.0 DES EXEMPT

TAX EXEMPT

GUARANTEED MINIMUM REPURCHASE OF \$165000.00 AFTER
YEARS OR 3000 HOURS, WHICHEVER COMES FIRST

GUARANTEED MINIMUM REPURCHASE OF \$150000.00 AFTER
YEARS OR 5000 HOURS, WHICHEVER COMES FIRST

***** TO BE FINANCED BY CAT FINANCIAL *****
THANK YOU FOR YOUR BUSINESS

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Thank You!

PLEASE PAY THIS AMOUNT

33000.00

AMOUNT CREDITED

Claims for damages and shortages will not be considered unless made within fifteen days after receipt of shipment. Our responsibility ceases upon obtaining receipt from transportation company.

ARILENE, TX
3801 So. Treadway
(325) 892-1800AMARILLO, TX
140 AT F.M. 1812
(806) 335-1511DALHART, TX
1801 E. 16TH
(806) 248-8772LUBBOCK, TX
702 Station Road East
(806) 748-4495MIDLAND, TX
3809 S. FM 1798
(432) 571-4242ODESSA, TX
2301 Production
(432) 332-1881SAN ANGELO, TX
5102 LINK ROAD
(325) 656-1100WICHITA FALLS, TX
1909 Jacksboro Hwy.
(940) 767-4384

NOTICE TO CUSTOMERS: PLEASE READ THE REVERSE SIDE FOR IMPORTANT INFORMATION

CATERPILLAR® CAT and  are trademarks of Caterpillar, Inc.

American National Leasing Company

GOVERNMENT LEASE PURCHASE AGREEMENT NO. 48749C

LESSOR: **AMERICAN NATIONAL LEASING COMPANY**
2732 Midwestern Parkway
Wichita Falls, TX 76308

ID# 114

LESSEE: **Clay County**
214 N. Main
Henrietta, TX. 76365

VENDORS: **Warren CAT**
1909 Jacksboro Hwy
Wichita Falls, TX 76301

<u>Model Number</u>	<u>Serial #</u>	EQUIPMENT INFORMATION Item/Description:	<u>Qty</u>	<u>Price</u>
140M2	#M9D01753 <i>NEW</i>	2014 CAT MOTOR GRADER	1	\$257,000.00
		TRADE IN:		
		<i>old Pt-</i> 2011 CAT 140MQ MOTOR GRADER	1	(\$231,000.00)
		S/N#0B9D03001		
		WARREN CAT TOTAL:		\$26,000.00
		PAYOFF TO CATERPILLAR FINANCIAL		\$94,360.85
		EQUIPMENT TOTAL:		\$120,360.85
		LESS DOWN PAYMENT:		(\$0.00)
		Document Fees:		\$65.00
		TOTAL CAPITALIZED COST:		\$120,425.85

KEK
 Lessee: Please Initial

SCHEDULE OF LEASE PAYMENTS DURING THE BASE TERM:

No. of Years:	5	Base Lease Payment:	\$10,000.00
No. of Lease Payments:	6	Sales Tax:	EXEMPT
For Business Use Inside:	Clay County	Property Tax:	EMEMPT
		Total Payment:	\$10,000.00
		Lease End Date:	JANUARY 28,2019

[END OF LEASE PURCHASE OPTION]

If the Lessee makes all the Lease payments on Schedule A for the entire stated term, Lessee may buy the Equipment for \$1.00.

TERMS AND CONDITIONS

1.) **LEASE:** Lessor leases to Lessee, and Lessee leases from Lessor the Equipment listed in "Equipment Information" (the "Equipment"). Said Equipment will be located at the above address of the Lessee and will not be moved to a new location without written permission first given by Lessor. Lessor acknowledges receipt of the first Lease payment referred to above from Lessee. Any amounts received by the Lessor from Lessee, at or prior to the date of this Lease, in excess of the first Lease payment as shown above, shall be held as security for the performance of the terms of this Lease. If Lessee is not in default hereunder, or under any other Lease between the parties hereto, said security shall be applied toward the payment of Lease at the end of the term of this Lease, or (at Lessor's option) returned to Lessee.

2.) **COMPLETE AGREEMENT:** This document (referred to as the "Lease" or the "Agreement") constitutes the entire agreement between Lessor and Lessee regarding the Equipment. No verbal representation or statement made by any representative of the Lessor or Lessee shall be binding unless expressly stated herein. Whenever the word Lessor is used herein, it shall include both the original Lessor and all assignees of Lessor.

3.) **ACCEPTANCE; DELIVERY:** Lessee agrees that it has selected the Equipment, and the Lessor shall not be liable for specific performance or for damages, if any, if for any reason the vendor delays or fails to fill the Equipment order. Lessee shall accept such Equipment delivered in good condition and authorizes Lessor to insert the serial number and any additional descriptive matter in "Equipment Information" in connection with the Equipment.

4.) **MAINTENANCE:** Lessee agrees that all maintenance, service, and Equipment warranties, are the sole obligation of the vendor or supplier of the Equipment. Lessor authorizes the Lessee to enforce in Lessee's own name any warranty, agreement or representation, if any, which may be made regarding the Equipment by the vendor or supplier BUT LESSOR ITSELF MAKES NO EXPRESS OR IMPLIED WARRANTIES AS TO THE EQUIPMENT WHATSOEVER. Lessee has selected the Equipment to be financed by this Lease and Lessor is merely providing financing for such Equipment. Lessor is not the vendor of the Equipment, and Lessor makes no warranties in regard to the Equipment. All warranties regarding the Equipment, including but not limited to the warranties of MERCHANTABILITY and FITNESS FOR A PARTICULAR PURPOSE are expressly disclaimed by Lessor.

The disclaimers or limitations in this Section 4 do not apply to any warranties made by the vendor or supplier of the Equipment, all of which may be enforced by Lessee.

5.) **LEASE PAYMENTS:** The total Lease payments for lease of the Equipment are shown on Exhibit A. Lessee promises and agrees to pay all specified Lease payments in advance on or before the date designated for the payments in Exhibit A without demand. Said Lease payments shall be payable at the office of Lessor, or to such other person and/or at such other place as Lessor may from time to time designate to Lessee in writing.

In the event this Lease is not "bank qualified" under Section 265(b)(3) of the Internal Revenue Code (meaning Lessee or its subordinate entities issue more than \$10,000,000 in tax exempt debt during the same calendar year this Lease is funded), or if the interest portion of the Lease payments is not excluded from federal income taxation, the Lease payments shall be recalculated using a "Gross Up Rate" (meaning a new interest rate on the amount funded by Lessor) of N.Y. Prime +4% per annum.


 Lessee: Please Initial

6.) LEASE TERM: This Lease shall have a term commencing on the Date of Acceptance by Lessee (shown in the "Lessee's Acceptance") until the Lease End Date shown on page 2, unless this Lease is earlier terminated by reason of default (Section 12) or non-appropriation (Section 14).

7.) OWNERSHIP; RETURN; PERSONAL PROPERTY: Subject to all rights granted to or retained by Lessor under this Agreement (including Lessee's unconditional obligation to return possession and title to the Equipment to Lessor at the end of the term of this Lease regardless of the reason for termination) title to the Equipment shall be in the name of the Lessee. Upon the termination of this Lease for any reason, Lessee will immediately return said Equipment and all additions to the Equipment to Lessor in as good condition as received, normal wear and tear excepted, or Lessee may purchase the Equipment for the Purchase Option Price then in effect. Any profit or loss from disposition of the Equipment after it is returned to Lessor will be the responsibility of, and belong to, the Lessor. The Equipment shall always remain and be deemed personal property even though attached to realty. All replacements, Equipment repairs or accessories made to or placed in or upon said Equipment shall become a component part thereof; and title thereto shall be immediately vested in Lessee; and shall be included under the terms hereof. All advances made by Lessor to preserve said Equipment or to pay insurance premiums for insurance thereon or to discharge and pay any taxes, liens or encumbrances thereon shall be added to the unpaid balance of Lease Payments due hereunder and shall be repayable by Lessee to Lessor immediately together with interest thereon at the rate of twelve (12%) per cent annum until paid.

If ownership of the Equipment is evidenced by a certificate of title (for example, a motor vehicle), such title shall be endorsed to show Lessee as a lienholder. Lessee further covenants to Lessor's filing a UCC-1 Financing Statement to reflect Lessor's interest in the Equipment. Lessee shall return the title, endorsed to Lessor, at the same time Lessee returns the Equipment. Should Lessee fail to return the title endorsed to Lessor, Lessee hereby designates Lessor as having full legal power and authority (including a limited irrevocable power of attorney) either to apply for a new title in Lessor's name, or to endorse the current title to Lessor's name.

8.) PURCHASE OPTION: If no Event of Default has occurred and is continuing, Lessee shall have the option at any time to purchase all (but not less than all) the Equipment at the price stated in Exhibit A, plus any applicable sales taxes and fees (all being the "Purchase Option Price"). Lessee must give Lessor irrevocable written notice at least 30 days before the purchase date that it will purchase the Equipment unless the purchase is being made at the end of the term of this Agreement and the Purchase Option Price is \$1.00. The Purchase Option Price as defined in Exhibit A shall be used for any purchase of the Equipment by the Lessee prior to the end of the scheduled term. Upon payment by Lessee of the Purchase Option Price, Lessor shall transfer all of Lessor's rights in the Equipment to Lessee AS-IS WHERE-IS WITH ALL FAULTS without any representation or warranty whatsoever, and this Agreement shall terminate.

9.) ASSIGNMENT: Lessor may assign this Lease and its assignee may reassign the same, without the consent of Lessee. All rights of Lessor hereunder shall be succeeded to by any assignee hereof and said assignee's title to this Lease, to the Lease payments or other amounts due hereunder, and in and to the Equipment shall be free from all defenses, setoffs or counterclaims of any kind or character which Lessee may be entitled to assert against the original Lessor; it being understood and agreed that any assignee of Lessor does not assume any obligations of the original Lessor herein named. It is further understood and agreed, however, that Lessee may separately claim against the original Lessor as to any matters that Lessee may be entitled to assert against the original Lessor.

Neither this Lease nor any interest herein is assignable or transferable by operation of law, or otherwise, by Lessee.

10.) LOSS; DAMAGE; INSURANCE: As between Lessor and Lessee, Lessee assumes the entire risk of loss from all use and operation of the Equipment and no such loss shall relieve Lessee of its obligations hereunder. Lessee agrees to and does hereby indemnify and hold Lessor harmless, from and against all claims, costs, expenses, damages and liabilities, including reasonable attorney fees resulting from or pertaining to the use or operation of the Equipment during the term of this Agreement, or while said Equipment is otherwise in possession of the Lessee. Lessee agrees to keep the Equipment insured (i.e., property insurance) to protect all interests of Lessee and Lessor, at Lessee's expense, against all risks of loss or damage from every cause whatsoever for not less than the unpaid balance of the Lease payments due hereunder to maturity or 80% of the then current value of said Equipment, whichever is higher. Lessee shall further maintain commercial general liability insurance regarding injury, damage or death resulting out of the operation of the Equipment during the term hereof or while the Equipment is in the possession of Lessee, and including any liability of Lessor for public liability and property damage. Lessor may, but shall not be obligated to, insure said Equipment at the expense of Lessee. The proceeds from such insurance policies shall be paid to Lessor as its interests may appear and Lessor shall be named as an additional insured and loss payee in all said policies. The proceeds of such insurance, whether resulting from loss or damage or return premium or otherwise, shall be applied toward the replacement or repair of the said Equipment, or the payment of obligations of Lessee hereunder, at the option of Lessor. Lessee hereby appoints Lessor as Lessee's attorney-in-fact to make claims for, receive payment of and execute or endorse all documents, checks or drafts for loss or damage or return premium under any insurance policy issued in regard to said Equipment.


Lessee: Please Initial

Lessor and Lessee acknowledge that Lessor is only financing the Equipment, and Lessor does not hold title to, use, operate, control or maintain the Equipment, all of which shall be done by Lessee during the term hereof.

11.) **USE; TAXES; INSPECTION AND CONDITION:** Lessee agrees to use, operate and maintain said Equipment in accordance with all applicable laws; to pay all licensing or registrations fees for said Equipment and to keep the same free of levies, liens and encumbrances; to file all personal property tax returns (if any are due on the Equipment), to pay all taxes, assessments, fees and penalties which may be levied or assessed on or in respect to said Equipment or its use or any interest therein, or upon the Lease payments (provided Lessor shall pay its own income taxes on the Lease payments), including but not limited to, all federal, state and local taxes, however designated, levied or assessed upon the Lessee and Lessor or either of them in regard to said Equipment, or upon the use or operation thereof. Lessee shall permit Lessor to inspect said Equipment at any time; and to keep it in first class condition and repair at Lessee's expense and house the same in suitable shelter; and not to sell or otherwise dispose of Lessee's interest therein or in any additions or accessories attached thereto during the term of this Lease.

12.) **EVENTS OF DEFAULT; REMEDIES; LATE CHARGES; EXPENSES OF ENFORCEMENT:**

(a) **Events of Default.** In the event Lessee shall default in the payment of any Lease payment due, or any other sums due hereunder for a period of fifteen (15) days or more, or in the event of any default or breach of the terms and conditions of this Lease, or any other lease between the parties hereto, or if any execution or other writ or process shall be issued in any action or proceeding, against the Lessee, whereby the said Equipment may be taken or distrained, or if a proceeding in bankruptcy, receivership or insolvency shall be instituted by or against the Lessee or its property, or if the Lessee shall enter into any agreement or composition with its creditors, breach any of the terms of any loan or credit agreement, or default thereunder, or if the condition of the Lessee's affairs shall so change as to, in the Lessor's opinion, impair the Lessor's security or increase the credit risk involved, then and in that event Lessee shall return the Equipment as provided in Section 7 and Section 12(b). If Lessee fails to do so, the Lessor shall have the right to retake immediate possession of the Equipment, and for such purpose, the Lessor may enter upon any premises where said Equipment may be and may remove the same therefrom with or without notice of its intention to do same, without being liable to any suit or action or other proceeding by the Lessee.

(b) **Remedies.** If this Lease terminates by reason of event of default (Section 12), non-appropriation (Section 14) or otherwise prior to the end of the entire Lease term shown on Exhibit A, and if Lessee has not paid the applicable Purchase Option Price Lessor's remedies shall be the following:

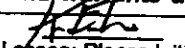
- (i) Lessee shall return the Equipment to Lessor as provided in Section 7.
- (ii) Lessor may retain all Lease payments previously paid by Lessee.
- (iii) Upon return of the Equipment full legal title thereto shall be automatically vested in Lessor, and Lessee will deliver title as provided in Section 7.
- (iv) Lessor may, at its option, sell the Equipment at public or private sale for cash or on credit and may become the purchaser at such sale. Any gain or loss on such sale shall accrue and belong to Lessor.

(c) **Late Charges.** Whenever any payment is more than ten (10) days late, the Lessee promises to pay to the Lessor or its assigns, not later than one month thereafter, an amount calculated at the rate of five cents per one dollar of each such delayed payment and to make such payments as liquidated damages occasioned by such delay, if allowed by law.

(d) **Expense of Enforcement.** Upon default under any provision of this Lease, the Lessee shall be liable for arrears of lease payments, during any period for which Lessee has made appropriation under Section 14, if any. Further, if Lessee fails to return the Equipment (and title, if any) to Lessor, Lessee shall be liable for (i) the expense of retaking possession and the removal of the Equipment, (ii) court costs, and (iii) Lessor's reasonable attorney's fees.

13.) **NON-WAIVER:** The omission by the Lessor at any time to enforce any default or right reserved to it, or to require performance of any of the terms, covenants or provisions hereof by the Lessee at any time designated, shall not be a waiver of any such default or right to which the Lessor is entitled, nor shall it in any way affect the right of the Lessor to enforce such provisions thereafter. The Lessor may exercise all remedies simultaneously, pursuant to the terms hereof, and any such action shall not operate to release the Lessee until the full amount of the Lease Payments due and to become due and all other sums to be paid hereunder have been paid in cash.

4.) **SPECIAL PROVISIONS: FISCAL FUNDING:** The Lessee warrants that it has funds available to pay the Lease payments payable pursuant to this Agreement until the end of its current appropriation period and warrants that it


Lessee: Please Initial

presently intends to make payments in each appropriation period from now until the end of the Lease term. The officer of the Lessee responsible for preparation of Lessee's annual budget shall request from its legislative body funding to be paid to Lessor under this Agreement. If notwithstanding the making in good faith of such request in accordance with appropriate procedures and with the exercise of reasonable care and diligence, such legislative body over funding authority does not appropriate funds to be paid to Lessor then at the end of the fiscal year for which Lessee has made appropriation Lessee shall be released of its obligation to make Lease payments to Lessor due after the end of the period for which appropriation was made, provided the Equipment (and any related title documents) are returned to Lessor by Lessee and at Lessee's expense, in good condition, normal wear and tear excepted. In addition to return of the Equipment pursuant to the terms of this Agreement, Lessor shall retain all sums paid by Lessee and for which appropriation was made. To the extent permitted by law, Lessee may not terminate the Lease in order to purchase, rent or lease property performing functions similar to those performed by the Equipment, and agrees not to permit functions similar to those performed through the use of the Equipment to be performed by its own employees or by any agency or entity affiliated with or hired by the Lessee.

15.) SEVERABILITY: The provisions of this Lease are severable, and if any one of such provisions are determined to be illegal or unenforceable, the same shall not impair the effectiveness of the remaining provisions hereof.


Lessee: Please Initial

THIS LEASE IS SUBJECT TO THE TERMS AND CONDITIONS PRINTED ABOVE WHICH ARE MADE A PART HEREOF AND WHICH LESSEE ACKNOWLEDGES THAT IT HAS READ. LESSEE REPRESENTS THAT ALL ACTION TO AUTHORIZE THE EXECUTION OF THIS AGREEMENT ON BEHALF OF THE LESSEE BY THE FOLLOWING SIGNATORIES HAS BEEN TAKEN.

Date of Acceptance: January 28, 2014

Lessor: American National Leasing Company

By: Mike Cuba
Mike Cuba
President

Lessee(s): Clay County
214 N. Main
Henrietta, TX. 76365
Federal Tax ID# 75-6000861

By: Kenneth Liggett
Kenneth Liggett
Clay County Judge

LESSEE'S ACCEPTANCE

TO VENDOR (WARREN CAT) ACCEPTANCE MUST BE SIGNED BY LESSEE AND RETURNED TO US BEFORE YOUR INVOICE CAN BE PROCESSED FOR PAYMENT.

We as Lessee agree the above listed Equipment is satisfactory in every way, accepted by us and we as Lessee have approved payment of the Total Capitalized Cost by Lessor to Vendor. We, as Lessee, hereby agree that we have fully inspected the Equipment leased hereunder and acknowledged it to be in good condition to our complete satisfaction. We understand that you, as Lessor, make no warranties, either expressed or implied, as to the condition of the Equipment, or its fitness for any particular purpose. We understand that this installation is not made on a trial basis.

Lessee(s): Clay County
214 N. Main
Henrietta, TX. 76365
Federal Tax ID# 75-6000861

Date of Acceptance: January 28, 2014

By: Kenneth Liggett
Kenneth Liggett
Clay County Judge

KEH
Lessee: Please Initial

ID# 114

Exhibit A

2014 Cat Motor Grader # M9D01753

Lease payments

Payment Date

Lease Payment

1/28/14
3/15/14
3/15/15
3/15/16
3/15/17
3/15/18
1/28/19

\$0.00
\$10,000.00
\$10,000.00
\$10,000.00
\$10,000.00
\$10,000.00
\$81,280.74

120425.85



Exhibit A

KEH
Lessee: Please Initial

Exhibit A

Purchase Option Price

If Lessee has made all the Lease payments shown on Exhibit A for the entire stated term of the Lease, Lessee may buy the Equipment free and clear of all rights of the Lessor for \$1.00.

Lessee may also buy the Equipment at any time prior to the end of the full stated Lease term by paying to Lessor:

(a) the remaining unpaid balance of the principal payments due for the entire stated term of the Lease shown on Exhibit A (the Lease payments have both a principal and interest component like any loan), plus

(b) accrued but unpaid interest on such principal amount as of such purchase date.

The Lessor will calculate such payments and furnish them to Lessee as requested.

SALES AGREEMENT

DATE Jan 11/27/14 2014
1/27/14

WARREN CAT, PO BOX 60862, MIDLAND, TX 79711-0822 Phone:(432) 571-4200

PURCHASER <u>CLAY COUNTY 1</u>			
REET ADDRESS <u>214 NORTH MAIN ST</u>		<SAME>	
U CITY/STATE <u>HENRIETTA, TX</u>	COUNTY <u>CLAY (077)</u>	S	
L D POSTAL CODE <u>76365-2800</u>	PHONE NO. <u>940 529 6134BRN</u>	H	
EQUIPMENT <u>LINDY CHOATE</u>		I	
PRODUCT SUPPORT <u>LINDY CHOATE</u>		P	
INDUSTRY CODE: <u>GOVT ROAD CONST & MAINT (207R)</u> PRINCIPAL WORK CODE _____		T	
		O	
		F.O.B. AT: <u>BYERS</u>	

CUSTOMER NUMBER <u>9973191</u>	Sales Tax Exemption # (if applicable) <u>GOVT</u>	CUSTOMER PO NUMBER <u>LINDY</u>
--------------------------------	---	---------------------------------

PAYMENT TERMS: (All terms and payments are subject to Finance Company - OAC approval)			
NET PAYMENT ON RECEIPT OF INVOICE <input checked="" type="checkbox"/>	NET ON DELIVERY <input type="checkbox"/>	FINANCIAL SERVICES <input type="checkbox"/>	CSC <input type="checkbox"/> LEASE <input type="checkbox"/>
CASH WITH ORDER \$0.00	BALANCE TO FINANCE \$0.00	CONTRACT INTEREST RATE 0%	
PAYMENT PERIOD	PAYMENT AMOUNT \$0.00	NUMBER OF PAYMENTS 0	OPTIONAL BUY-OUT

DESCRIPTION OF EQUIPMENT ORDERED / PURCHASED			
MAKE: CATERPILLAR	MODEL: 140M2	YEAR: 2014	
STOCK NUMBER: C59814	SERIAL NUMBER: M9D01753		
140M2 MOTOR GRADER	353-2919	MIRRORS, OUTSIDE MOUNTED	233-3295
MOLDBOARD, 14 FT, PLUS	349-3048	GUARD, TRANSMISSION	366-2459
RIPPER-SCARIFIER, REAR	324-0889	PUSH PLATE	367-6842
WEATHER, COLD	353-3317	SHANKS/TEETH FOR SCARIFIER	4K-3330
BASE & 1 (RIP)	354-4112		
LIGHTS, FRONT HEADLIGHTS, HIGH	309-9881		
STARTER, ELECTRIC, HEAVY DUTY	325-6336		
CAB, PLUS (STANDARD GLASS)	389-7322		
PRODUCT LINK, SATELLITE PL321	373-6739		
TIRES, 14.0R24 MX XGLA2 1* MP	252-0679		
GUARD GP, HITCH	323-6970		
ANTIFREEZE WINDSHIELD WASHER	0P-1939		
COMFORT PACKAGE	391-8966		
TIRES, WORKING, PLUS	353-3320		
MIRRORS, REAR VISION	391-2914		

YEAR	TRADE-IN EQUIPMENT	SERIAL NO.	Sell Price	\$257,000.00
2011	140M2 BR - CATERPILLAR (AA)	0B9D03002	Ext Warranty	Included
			Less Gross Trade Allowance	(\$231,000.00)
			After Tax Balance	\$26,000.00

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
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. Standard 12 Month Unlimited Hour Full Machine Coverage GOVT New Machine 5 Years / 5000 Hours PREMIER	

CSA:
 NOTES: REPURCHASE: 5YR/5000 HRS \$175,000 3YR/3000 HRS \$190,000

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

Notice is hereby given that Warren Power & Machinery, Inc. has assigned to Warren Exchange LLC its rights (but not its obligations) to sell certain equipment held for rental purposes.

ORDER RECEIVED BY <u>Phil Denny</u>	WARREN CAT	PURCHASER
	REPRESENTATIVE	PURCHASER
	CLAY COUNTY 1	

BY _____ SIGNATURE _____
 TITLE _____

CUSTOMER ORIGINAL INVOICE



Remit To: _____

Warren CAT

SOLD TO

CLAY COUNTY 1
BOARD OF COUNTY COMMISSIONERS
214 NORTH MAIN ST
HENRIETTA, TX 76365-2800

SHIP TO

CLAY COUNTY
SHIP DATE
SHIPPED FROM
FOB: CLAY
SHIPPED TO

*Order # 15
authorized to
Invoice 3 MK
Total \$342,560*

INVOICE NUMBER	INVOICE DATE	CUSTOMER NUMBER	CUSTOMER ORDER NUMBER	STORE	
S6784201	02-07-11	9973191	CHOATE	08	
PSO/WO NUMBER	DOC. DATE	PC	LC	MC	SHIP VIA
S67842	09-21-10			10	
MAKE	MODEL	SERIAL NUMBER	EQUIPMENT NUMBER	METER	
AA	140M	B9D03002			
QUANTITY	ITEM	N/R	DESCRIPTION	UNIT	

CUSTOMER CONTACT: LINDY CHOATE

1.0	EQUIPMENT SALE CATERPILLAR MOTOR GRADER ID NO: C42771	MODEL 140M SERIAL NO: B9D03002 PIN: *CAT0140MCB9D03002*	31000.00
1.0	REF: 349-2551		
1.0	REF: 0P-9002	LANE 2 ORDER	
1.0	352-2104	GLOBAL ARRANGEMENT	
1.0	349-3048	MOLDBOARD, 14 FT, PLUS	
1.0	349-3052	WEATHER, COLD	
1.0	231-1516	LINES, STANDARD W/O ACCUMULATOR	
1.0	246-6711	FILM, ENGINE, VHP PLUS	
1.0	261-0610	COMPRESSOR/TANK, AIR	
1.0	349-3054	BASE & 1 (RIP)	
1.0	298-7465	LIGHTS, FRONT HEADLIGHTS, HIGH	
1.0	253-2724	ALTERNATOR, 150 AMP (AC)	
1.0	349-3050	CAB, PLUS	
1.0	235-6188	PRODUCT LINK, PL321	
1.0	302-8669	LANGUAGE, ENGLISH	
1.0	349-3067	COMFORT PACKAGE - 1	
1.0	349-3069	LIGHTS, WORKING, PLUS	
1.0	233-3295	MIRRORS, OUTSIDE MOUNTED	
1.0	285-8739	GUARD, TRANSMISSION	
1.0	332-1543	HEATER, ENGINE COOLANT, 120V	
1.0	0P-6690	ROLL ON-ROLL OFF	
1.0	252-0679	TIRES, 14.0R24 MX XGLA2 1* MP	
1.0	248-1322	RIPPER-SCARIFIER, REAR	
1.0	4K-3330	SHANKS/TEETH FOR SCARIFIER	

TERMS OF PAYMENT: Unless specific terms of payment are stated above, which shall then be governing terms hereof, this invoice shall otherwise be due and payable in full 30 days from invoice date. Performance under this invoice along with jurisdiction and venue shall be in Dallas County, Texas. TITLE TO EQUIPMENT LISTED ON THIS INVOICE SHALL REMAIN IN WARREN CAT UNTIL PURCHASE PRICE IS PAID IN FULL.

Thank You!

PLEASE PAY THIS AMOUNT

AMOUNT CREDITED

Claims for damages and shortages will not be considered unless made within fifteen days after receipt of shipment. Our responsibility ceases upon obtaining receipt from transportation company.

ABILENE, TX
3601 So. Treadway
(325) 692-1800

AMARILLO, TX
140 AT F.M. 1812
(806) 335-1511

DALHART, TX
1901 E. 16TH
(806) 249-8772

LUBBOCK, TX
702 Blanton Road East
(806) 745-4495

MIDLAND, TX
3809 S. FM 1788
(432) 571-4242

ODESSA, TX
2301 Production
(432) 332-1691

SAN ANGELO, TX
5102 LINK ROAD
(325) 855-1100

WICHITA FALLS, TX
1808 Jacksboro Hwy.
(940) 767-4384

NOTICE TO CUSTOMERS: PLEASE READ THE REVERSE SIDE FOR IMPORTANT INFORMATION

CATERPILLAR CAT and are trademarks of Caterpillar, Inc.

WARREN**CAT**

Remit To: _____

Warren CATP.O. Box 842116
Dallas, Texas 75284-2116
Toll Free (866) 2WARREN
(432) 571-4242

SOLD TO

CLAY COUNTY 1
BOARD OF COUNTY COMMISSIONERS
214 NORTH MAIN ST
HENRIETTA, TX 76365-2800

SHIP TO

CLAY COUNTY #1
SHIP DATE: 01/20/11
SHIPPED FROM: WICHITA FALLS
FOB: CLAY #1
SHIPPED TO: BYERS, TX

INVOICE NUMBER	INVOICE DATE	CUSTOMER NUMBER	CUSTOMER ORDER NUMBER	STORE	DIV.	SALESMAN	TERMS	PAGE
S6784201	02-07-11	9973191	CHOATE	08	G	217	2	2
PSO/AO NUMBER	DOC. DATE	PC	LC	MC	SHIP VIA			
S67842	09-21-10			10				
MAKE	MODEL	SERIAL NUMBER	EQUIPMENT NUMBER	METER READING	MACH. I.D. NUMBER			
AA	140M	B9D03002		.0	C42771			
QUANTITY	ITEM	N/R	DESCRIPTION	UNIT	PRICE	EXTENSION		

1.0 250-3071 PUSH PLATE, COUNTERWEIGHT
EQUIPMENT TRADE IN
MODEL: 140H SERIAL NO: CCA03246
PIN: *CAT0140HHCCA03246*

1.0 *
1.0 *
1.0 *
1.0 SIT <3000# EXMPT
1.0 DES EXEMPT

TAX EXEMPT

GUARANTEED MINIMUM REPURCHASE OF \$165000.00 AFTER
YEARS OR 3000 HOURS, WHICHEVER COMES FIRST

GUARANTEED MINIMUM REPURCHASE OF \$150000.00 AFTER
YEARS OR 5000 HOURS, WHICHEVER COMES FIRST

***** TO BE FINANCED BY CAT FINANCIAL *****
THANK YOU FOR YOUR BUSINESS

TERMS OF PAYMENT: Unless specific terms of payment are stated above, which shall then be the governing terms hereof, this invoice shall otherwise be due and payable in full 30 days from invoice date. Performance under this invoice along with jurisdiction and venue shall be in Dallas County, Texas. TITLE TO EQUIPMENT LISTED ON THIS INVOICE SHALL REMAIN IN WARREN CAT UNTIL PURCHASE PRICE IS PAID IN FULL.

*Thank You!*PLEASE PAY
THIS AMOUNT

31000.00

AMOUNT
CREDITED

Claims for damages and shortages will not be considered unless made within fifteen days after receipt of shipment.
Our responsibility ceases upon obtaining receipt from transportation company.

ABILENE, TX
3601 So. Treadway
(325) 692-1600

AMARILLO, TX
140 AT F.M. 1912
(806) 335-1511

DALHART, TX
1901 E. 16TH
(806) 249-8772

LUBBOCK, TX
702 Slaton Road East
(806) 745-4495

MIDLAND, TX
3608 S. FM 1788
(432) 671-4242

ODESSA, TX
2301 Production
(432) 332-1881

SAN ANGELO, TX
6102 LINK ROAD
(325) 655-1100

WICHITA FALLS, TX
1909 Jacksboro Hwy.
(940) 767-4384

NOTICE TO CUSTOMERS: PLEASE READ THE REVERSE SIDE FOR IMPORTANT INFORMATION

CATERPILLAR[®] CAT and  are trademarks of Caterpillar, Inc.

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 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:

If the Equipment is purchased from one of Seller's locations in the state of Texas, all payments shall be sent to P.O. Box 842116, Dallas, TX 75284. If the Equipment was purchased from one of Seller's locations in the state of Oklahoma, all payments shall be sent to Dept. 1944, Tulsa, OK 74182. Seller may designate in writing to Purchaser such other place(s) for payment. All checks shall be made payable to Warren Cat.

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. Purchaser 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.

OTHER PROVISIONS:

American National Leasing Company

GOVERNMENT LEASE PURCHASE AGREEMENT NO. 48750C

LESSOR: **AMERICAN NATIONAL LEASING COMPANY**
 2732 Midwestern Parkway
 Wichita Falls, TX 76308

LESSEE: **Clay County**
 214 N. Main
 Henrietta, TX. 76365

VENDORS: **Warren CAT**
 1909 Jacksboro Hwy
 Wichita Falls, TX 76301

Model Number	Serial #	EQUIPMENT INFORMATION Item/Description:	Qty	Price
140M2	#M9D01754 <i>WCL</i>	2014 CAT MOTOR GRADER	1	\$257,000.00
		<u>TRADE IN:</u>		
		<i>Done P1-</i> 2011 CAT 140MQ MOTOR GRADER S/N#0B9D03003	1	(\$230,000.00)
		WARREN CAT TOTAL:		\$27,000.00
		PAYOFF TO CATERPILLAR FINANCIAL		\$95,466.39
		EQUIPMENT TOTAL:		\$122,466.39
		LESS DOWN PAYMENT:		(\$0.00)
		Document Fees:		\$65.00
		TOTAL CAPITALIZED COST:		\$122,531.39

KEL
 Lessee: Please Initial

SCHEDULE OF LEASE PAYMENTS DURING THE BASE TERM:

No. of Years:	5	Base Lease Payment:	\$10,000.00
No. of Lease Payments:	6	Sales Tax:	EXEMPT
For Business Use Inside:	Clay County	Property Tax:	EMEMPT
		Total Payment:	\$10,000.00
		Lease End Date:	JANUARY 28,2019

[END OF LEASE PURCHASE OPTION]

If the Lessee makes all the Lease payments on Schedule A for the entire stated term, Lessee may buy the Equipment for \$1.00.

TERMS AND CONDITIONS

- 1.) **LEASE:** Lessor leases to Lessee, and Lessee leases from Lessor the Equipment listed in "Equipment Information" (the "Equipment"). Said Equipment will be located at the above address of the Lessee and will not be moved to a new location without written permission first given by Lessor. Lessor acknowledges receipt of the first Lease payment referred to above from Lessee. Any amounts received by the Lessor from Lessee, at or prior to the date of this Lease, in excess of the first Lease payment as shown above, shall be held as security for the performance of the terms of this Lease. If Lessee is not in default hereunder, or under any other Lease between the parties hereto, said security shall be applied toward the payment of Lease at the end of the term of this Lease, or (at Lessor's option) returned to Lessee.
 - 2.) **COMPLETE AGREEMENT:** This document (referred to as the "Lease" or the "Agreement") constitutes the entire agreement between Lessor and Lessee regarding the Equipment. No verbal representation or statement made by any representative of the Lessor or Lessee shall be binding unless expressly stated herein. Whenever the word Lessor is used herein, it shall include both the original Lessor and all assignees of Lessor.
 - 3.) **ACCEPTANCE; DELIVERY:** Lessee agrees that it has selected the Equipment, and the Lessor shall not be liable for specific performance or for damages, if any, if for any reason the vendor delays or fails to fill the Equipment order. Lessee shall accept such Equipment delivered in good condition and authorizes Lessor to insert the serial number and any additional descriptive matter in "Equipment Information" in connection with the Equipment.
 - 4.) **MAINTENANCE:** Lessee agrees that all maintenance, service, and Equipment warranties, are the sole obligation of the vendor or supplier of the Equipment. Lessor authorizes the Lessee to enforce in Lessee's own name any warranty, agreement or representation, if any, which may be made regarding the Equipment by the vendor or supplier **BUT LESSOR ITSELF MAKES NO EXPRESS OR IMPLIED WARRANTIES AS TO THE EQUIPMENT WHATSOEVER.** Lessee has selected the Equipment to be financed by this Lease and Lessor is merely providing financing for such Equipment. Lessor is not the vendor of the Equipment, and Lessor makes no warranties in regard to the Equipment. All warranties regarding the Equipment, including but not limited to the warranties of MERCHANTABILITY and FITNESS FOR A PARTICULAR PURPOSE are expressly disclaimed by Lessor.
- The disclaimers or limitations in this Section 4 do not apply to any warranties made by the vendor or supplier of the Equipment, all of which may be enforced by Lessee.
- 5.) **LEASE PAYMENTS:** The total Lease payments for lease of the Equipment are shown on Exhibit A. Lessee promises and agrees to pay all specified Lease payments in advance on or before the date designated for the payments in Exhibit A without demand. Said Lease payments shall be payable at the office of Lessor, or to such other person and/or at such other place as Lessor may from time to time designate to Lessee in writing.

In the event this Lease is not "bank qualified" under Section 265(b)(3) of the Internal Revenue Code (meaning Lessee or its subordinate entities issue more than \$10,000,000 in tax exempt debt during the same calendar year this Lease is funded), or if the interest portion of the Lease payments is not excluded from federal income taxation, the Lease payments shall be recalculated using a "Gross Up Rate" (meaning a new interest rate on the amount funded by Lessor) of N.Y. Prime +4% per annum.


 Lessee: Please Initial

6.) **LEASE TERM:** This Lease shall have a term commencing on the Date of Acceptance by Lessee (shown in the "Lessee's Acceptance") until the Lease End Date shown on page 2, unless this Lease is earlier terminated by reason of default (Section 12) or non-appropriation (Section 14).

7.) **OWNERSHIP; RETURN; PERSONAL PROPERTY:** Subject to all rights granted to or retained by Lessor under this Agreement (including Lessee's unconditional obligation to return possession and title to the Equipment to Lessor at the end of the term of this Lease regardless of the reason for termination) title to the Equipment shall be in the name of the Lessee. Upon the termination of this Lease for any reason, Lessee will immediately return said Equipment and all additions to the Equipment to Lessor in as good condition as received, normal wear and tear excepted, or Lessee may purchase the Equipment for the Purchase Option Price then in effect. Any profit or loss from disposition of the Equipment after it is returned to Lessor will be the responsibility of, and belong to, the Lessor. The Equipment shall always remain and be deemed personal property even though attached to realty. All replacements, Equipment repairs or accessories made to or placed in or upon said Equipment shall become a component part thereof; and title thereto shall be immediately vested in Lessee; and shall be included under the terms hereof. All advances made by Lessor to preserve said Equipment or to pay insurance premiums for insurance thereon or to discharge and pay any taxes, liens or encumbrances thereon shall be added to the unpaid balance of Lease Payments due hereunder and shall be repayable by Lessee to Lessor immediately together with interest thereon at the rate of twelve (12%) per cent annum until paid.

If ownership of the Equipment is evidenced by a certificate of title (for example, a motor vehicle), such title shall be endorsed to show Lessee as a lienholder. Lessee further covenants to Lessor's filing a UCC-1 Financing Statement to reflect Lessor's interest in the Equipment. Lessee shall return the title, endorsed to Lessor, at the same time Lessee returns the Equipment. Should Lessee fail to return the title endorsed to Lessor, Lessee hereby designates Lessor as having full legal power and authority (including a limited irrevocable power of attorney) either to apply for a new title in Lessor's name, or to endorse the current title to Lessor's name.

8.) **PURCHASE OPTION:** If no Event of Default has occurred and is continuing, Lessee shall have the option at any time to purchase all (but not less than all) the Equipment at the price stated in Exhibit A, plus any applicable sales taxes and fees (all being the "Purchase Option Price"). Lessee must give Lessor irrevocable written notice at least 30 days before the purchase date that it will purchase the Equipment unless the purchase is being made at the end of the term of this Agreement and the Purchase Option Price is \$1.00. The Purchase Option Price as defined in Exhibit A shall be used for any purchase of the Equipment by the Lessee prior to the end of the scheduled term. Upon payment by Lessee of the Purchase Option Price, Lessor shall transfer all of Lessor's rights in the Equipment to Lessee AS-IS WHERE-IS WITH ALL FAULTS without any representation or warranty whatsoever, and this Agreement shall terminate.

9.) **ASSIGNMENT:** Lessor may assign this Lease and its assignee may reassign the same, without the consent of Lessee. All rights of Lessor hereunder shall be succeeded to by any assignee hereof and said assignee's title to this Lease, to the Lease payments or other amounts due hereunder, and in and to the Equipment shall be free from all defenses, setoffs or counterclaims of any kind or character which Lessee may be entitled to assert against the original Lessor; it being understood and agreed that any assignee of Lessor does not assume any obligations of the original Lessor herein named. It is further understood and agreed, however, that Lessee may separately claim against the original Lessor as to any matters that Lessee may be entitled to assert against the original Lessor.

Neither this Lease nor any interest herein is assignable or transferable by operation of law, or otherwise, by Lessee.

10.) **LOSS; DAMAGE; INSURANCE:** As between Lessor and Lessee, Lessee assumes the entire risk of loss from all use and operation of the Equipment and no such loss shall relieve Lessee of its obligations hereunder. Lessee agrees to and does hereby indemnify and hold Lessor harmless, from and against all claims, costs, expenses, damages and liabilities, including reasonable attorney fees resulting from or pertaining to the use or operation of the Equipment during the term of this Agreement, or while said Equipment is otherwise in possession of the Lessee. Lessee agrees to keep the Equipment insured (i.e., property insurance) to protect all interests of Lessee and Lessor, at Lessee's expense, against all risks of loss or damage from every cause whatsoever for not less than the unpaid balance of the Lease payments due hereunder to maturity or 80% of the then current value of said Equipment, whichever is higher. Lessee shall further maintain commercial general liability insurance regarding injury, damage or death resulting out of the operation of the Equipment during the term hereof or while the Equipment is in the possession of Lessee, and including any liability of Lessor for public liability and property damage. Lessor may, but shall not be obligated to, insure said Equipment at the expense of Lessee. The proceeds from such insurance policies shall be paid to Lessor as its interests may appear and Lessor shall be named as an additional insured and loss payee in all said policies. The proceeds of such insurance, whether resulting from loss or damage or return premium or otherwise, shall be applied toward the replacement or repair of the said Equipment, or the payment of obligations of Lessee hereunder, at the option of Lessor. Lessee hereby appoints Lessor as Lessee's attorney-in-fact to make claims for, receive payment of and execute or endorse all documents, checks or drafts for loss or damage or return premium under any insurance policy issued in regard to said Equipment.


Lessee: Please Initial

Lessor and Lessee acknowledge that Lessor is only financing the Equipment, and Lessor does not hold title to, use, operate, control or maintain the Equipment, all of which shall be done by Lessee during the term hereof.

11.) USE; TAXES; INSPECTION AND CONDITION: Lessee agrees to use, operate and maintain said Equipment in accordance with all applicable laws; to pay all licensing or registrations fees for said Equipment and to keep the same free of levies, liens and encumbrances; to file all personal property tax returns (if any are due on the Equipment), to pay all taxes, assessments, fees and penalties which may be levied or assessed on or in respect to said Equipment or its use or any interest therein, or upon the Lease payments (provided Lessor shall pay its own income taxes on the Lease payments), including but not limited to, all federal, state and local taxes, however designated, levied or assessed upon the Lessee and Lessor or either of them in regard to said Equipment, or upon the use or operation thereof. Lessee shall permit Lessor to inspect said Equipment at any time; and to keep it in first class condition and repair at Lessee's expense and house the same in suitable shelter; and not to sell or otherwise dispose of Lessee's interest therein or in any additions or accessories attached thereto during the term of this Lease.

12.) EVENTS OF DEFAULT; REMEDIES; LATE CHARGES; EXPENSES OF ENFORCEMENT:

(a) **Events of Default.** In the event Lessee shall default in the payment of any Lease payment due, or any other sums due hereunder for a period of fifteen (15) days or more, or in the event of any default or breach of the terms and conditions of this Lease, or any other lease between the parties hereto, or if any execution or other writ or process shall be issued in any action or proceeding, against the Lessee, whereby the said Equipment may be taken or distrained, or if a proceeding in bankruptcy, receivership or insolvency shall be instituted by or against the Lessee or its property, or if the Lessee shall enter into any agreement or composition with its creditors, breach any of the terms of any loan or credit agreement, or default thereunder, or if the condition of the Lessee's affairs shall so change as to, in the Lessor's opinion, impair the Lessor's security or increase the credit risk involved, then and in that event Lessee shall return the Equipment as provided in Section 7 and Section 12(b). If Lessee fails to do so, the Lessor shall have the right to retake immediate possession of the Equipment, and for such purpose, the Lessor may enter upon any premises where said Equipment may be and may remove the same therefrom with or without notice of its intention to do same, without being liable to any suit or action or other proceeding by the Lessee.

(b) **Remedies.** If this Lease terminates by reason of event of default (Section 12), non-appropriation (Section 14) or otherwise prior to the end of the entire Lease term shown on Exhibit A, and if Lessee has not paid the applicable Purchase Option Price Lessor's remedies shall be the following:

(i) Lessee shall return the Equipment to Lessor as provided in Section 7.

(ii) Lessor may retain all Lease payments previously paid by Lessee.

(iii) Upon return of the Equipment full legal title thereto shall be automatically vested in Lessor, and Lessee will deliver title as provided in Section 7.

(iv) Lessor may, at its option, sell the Equipment at public or private sale for cash or on credit and may become the purchaser at such sale. Any gain or loss on such sale shall accrue and belong to Lessor.

(c) **Late Charges.** Whenever any payment is more than ten (10) days late, the Lessee promises to pay to the Lessor or its assigns, not later than one month thereafter, an amount calculated at the rate of five cents per one dollar of each such delayed payment and to make such payments as liquidated damages occasioned by such delay, if allowed by law.

(d) **Expense of Enforcement.** Upon default under any provision of this Lease, the Lessee shall be liable for arrears of lease payments, during any period for which Lessee has made appropriation under Section 14, if any. Further, if Lessee fails to return the Equipment (and title, if any) to Lessor, Lessee shall be liable for (i) the expense of retaking possession and the removal of the Equipment, (ii) court costs, and (iii) Lessor's reasonable attorney's fees.

13.) NON-WAIVER: The omission by the Lessor at any time to enforce any default or right reserved to it, or to require performance of any of the terms, covenants or provisions hereof by the Lessee at any time designated, shall not be a waiver of any such default or right to which the Lessor is entitled, nor shall it in any way affect the right of the Lessor to enforce such provisions thereafter. The Lessor may exercise all remedies simultaneously, pursuant to the terms hereof, and any such action shall not operate to release the Lessee until the full amount of the Lease Payments due and to become due and all other sums to be paid hereunder have been paid in cash.

14.) SPECIAL PROVISIONS: FISCAL FUNDING: The Lessee warrants that it has funds available to pay the Lease payments payable pursuant to this Agreement until the end of its current appropriation period and warrants that it


Lessee: Please Initial

presently intends to make payments in each appropriation period from now until the end of the Lease term. The officer of the Lessee responsible for preparation of Lessee's annual budget shall request from its legislative body funding to be paid to Lessor under this Agreement. If notwithstanding the making in good faith of such request in accordance with appropriate procedures and with the exercise of reasonable care and diligence, such legislative body over funding authority does not appropriate funds to be paid to Lessor then at the end of the fiscal year for which Lessee has made appropriation Lessee shall be released of its obligation to make Lease payments to Lessor due after the end of the period for which appropriation was made, provided the Equipment (and any related title documents) are returned to Lessor by Lessee and at Lessee's expense, in good condition, normal wear and tear excepted. In addition to return of the Equipment pursuant to the terms of this Agreement, Lessor shall retain all sums paid by Lessee and for which appropriation was made. To the extent permitted by law, Lessee may not terminate the Lease in order to purchase, rent or lease property performing functions similar to those performed by the Equipment, and agrees not to permit functions similar to those performed through the use of the Equipment to be performed by its own employees or by any agency or entity affiliated with or hired by the Lessee.

15.) SEVERABILITY: The provisions of this Lease are severable, and if any one of such provisions are determined to be illegal or unenforceable, the same shall not impair the effectiveness of the remaining provisions hereof.


Lessee: Please Initial

THIS LEASE IS SUBJECT TO THE TERMS AND CONDITIONS PRINTED ABOVE WHICH ARE MADE A PART HEREOF AND WHICH LESSEE ACKNOWLEDGES THAT IT HAS READ. LESSEE REPRESENTS THAT ALL ACTION TO AUTHORIZE THE EXECUTION OF THIS AGREEMENT ON BEHALF OF THE LESSEE BY THE FOLLOWING SIGNATORIES HAS BEEN TAKEN.

Date of Acceptance: January 28, 2014

Lessor: American National Leasing Company

By: Mike Cuba
Mike Cuba
President

Lessee(s): Clay County
214 N. Main
Henrietta, TX. 76365
Federal Tax ID# 75-6000861

By: Kenneth Liggett
Kenneth Liggett
Clay County Judge

LESSEE'S ACCEPTANCE

TO VENDOR (WARREN CAT) ACCEPTANCE MUST BE SIGNED BY LESSEE AND RETURNED TO US BEFORE YOUR INVOICE CAN BE PROCESSED FOR PAYMENT.

We as Lessee agree the above listed Equipment is satisfactory in every way, accepted by us and we as Lessee have approved payment of the Total Capitalized Cost by Lessor to Vendor. We, as Lessee, hereby agree that we have fully inspected the Equipment leased hereunder and acknowledged it to be in good condition to our complete satisfaction. We understand that you, as Lessor, make no warranties, either expressed or implied, as to the condition of the Equipment, or its fitness for any particular purpose. We understand that this installation is not made on a trial basis.

Lessee(s): Clay County
214 N. Main
Henrietta, TX. 76365
Federal Tax ID# 75-6000861

Date of Acceptance: January 28, 2014

By: Kenneth Liggett
Kenneth Liggett
Clay County Judge

KL
Lessee: Please Initial

2014 CAT Motor Grader #115 SN OB9D03003
Exhibit A

Lease payments

Payment Date

Lease Payment

1/28/14	\$0.00
3/15/14	\$10,000.00
3/15/15	\$10,000.00 -
3/15/16	\$10,000.00
3/15/17	\$10,000.00
3/15/18	\$10,000.00
1/28/19	\$83,634.33

122,531.39



Exhibit A

KEL
Lessee: Please Initial

Exhibit A

Purchase Option Price

If Lessee has made all the Lease payments shown on Exhibit A for the entire stated term of the Lease, Lessee may buy the Equipment free and clear of all rights of the Lessor for \$1.00.

Lessee may also buy the Equipment at any time prior to the end of the full stated Lease term by paying to Lessor:

(a) the remaining unpaid balance of the principal payments due for the entire stated term of the Lease shown on Exhibit A (the Lease payments have both a principal and interest component like any loan), plus

(b) accrued but unpaid interest on such principal amount as of such purchase date.

The Lessor will calculate such payments and furnish them to Lessee as requested.

FAT

SALES AGREEMENT

DATE 11/27/14 11/27/14

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

BUYER	CLAY COUNTY 1				
BUYER ADDRESS	214 NORTH MAIN ST				<SAME>
CITY/STATE	HENRIETTA, TX	COUNTY	CLAY (077)		
POSTAL CODE	76365-2800	PHONE NO.	940 529 6134BRN		
CUSTOMER CONTACT:	EQUIPMENT LINDY CHOATE				
	PRODUCT SUPPORT LINDY CHOATE				
INDUSTRY CODE:	GOVT ROAD CONST & MAINT.(207R)	PRINCIPAL WORK CODE			F.O.B. AT: BYERS

CUSTOMER NUMBER	9973191	Sales Tax Exemption # (if applicable)	GOVT	CUSTOMER PO NUMBER	LINDY
-----------------	---------	---------------------------------------	------	--------------------	-------

PAYMENT TERMS: (All terms and payments are subject to Finance Company - OAC approval)					
NET PAYMENT ON RECEIPT OF INVOICE	<input checked="" type="checkbox"/>	NET ON DELIVERY	<input type="checkbox"/>	FINANCIAL SERVICES	<input type="checkbox"/> CSC <input type="checkbox"/> LEASE
CASH WITH ORDER	\$0.00	BALANCE TO FINANCE	\$0.00	CONTRACT INTEREST RATE	0%
PAYMENT PERIOD		PAYMENT AMOUNT	\$0.00	NUMBER OF PAYMENTS	0
				OPTIONAL BUY-OUT	

DESCRIPTION OF EQUIPMENT ORDERED / PURCHASED				
MAKE: CATERPILLAR	MODEL: 140M2	YEAR: 2014		
STOCK NUMBER: C59815	SERIAL NUMBER: M9D01754			
140M2 MOTOR GRADER	353-2919	MIRRORS, OUTSIDE MOUNTED		233-3295
MOLDBOARD, 14 FT, PLUS	349-3048	GUARD, TRANSMISSION		366-2459
RIPPER-SCARIFIER, REAR	324-0889	PUSH PLATE		367-6842
WEATHER, COLD	353-3317	SHANKS/TEETH FOR SCARIFIER		4K-3330
BASE & 1 (RIP)	354-4112			
LIGHTS, FRONT HEADLIGHTS, HIGH	309-9881			
STARTER, ELECTRIC, HEAVY DUTY	325-6336			
CAB, PLUS (STANDARD GLASS)	389-7322			
PRODUCT LINK, SATELLITE PL321	373-6739			
TIRES, 14.0R24 MX XGLA2 1* MF	252-0679			
GUARD GP, HITCH	323-6970			
ANTIFREEZE WINDSHIELD WASHER	0P-1939			
COMFORT PACKAGE	391-8968			
TS, WORKING, PLUS	353-3320			
AA, REAR VISION	391-2914			

YEAR	TRADE-IN EQUIPMENT	SERIAL NO.	Sell Price	\$257,000.00
2011	140M2 BR - CATERPILLAR (AA)	0B9D03003	Ext Warranty	Included
			Less Gross Trade Allowance	(\$230,000.00)
			After Tax Balance	\$27,000.00

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.

CATERPILLAR EQUIPMENT WARRANTY

INITIAL _____

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.

Standard 12 Month Unlimited Hour Full Machine Coverage

GOVT New Machine 5 Years / 5000 Hours PREMIER

USED EQUIPMENT WARRANTY

INITIAL _____

All used equipment is sold as is where is and no warranty is offered or implied except as specified here:

Warranty applicable: _____

CSA:

NOTES: REPURCHASE: 5YR/5000 HRS \$175,000 3YR/3000 HRS \$ 190,000

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

Notice is hereby given that Warren Power & Machinery, Inc. has assigned to Warren Exchange LLC its rights (but not its obligations) to sell certain equipment held for rental purposes.

ORDER RECEIVED BY	Phil Denny	APPROVED AND ACCEPTED ON	
	REPRESENTATIVE	CLAY COUNTY 1	PURCHASER

BY _____ SIGNATURE

TITLE _____

CUSTOMER ORIGINAL INVOICE



Remit To: Warren CAT
 P.O. Box 842116
 Dallas, Texas 75284-2116
 Toll Free (866) 2WARREN
 (432) 571-4242

SOLD TO
 CLAY COUNTY 1
 BOARD OF COUNTY COMMISSIONERS
 214 NORTH MAIN ST
 HENRIETTA, TX 76365-2800

SHIP TO
 CLAY COUNTY 1
 SHIP DATE 1/27/14
 SHIPPED FROM WICHITA FALLS
 FOB CLAY COUNTY 1
 SHIPPED TO CLAY COUNTY 1

INVOICE NUMBER	INVOICE DATE	CUSTOMER NUMBER	CUSTOMER ORDER NUMBER		STORE	DEV	SALESMAN	TERMS	PAGE
S8742301	01-27-14	9973191			08	G	217	2	1
PERSON NUMBER	BOC DATE	PC	LC	MC	SHIP VIA				
S87423	08-27-13			10					
MAKE	MODEL	SERIAL NUMBER		EQUIPMENT NUMBER	METER	READING	MACH. I.D. NUMBER		
AA	140M2	M9D01754				.0	C59815		
QUANTITY	ITEM	N/R	DESCRIPTION		UNIT	PRICE	EXTENSION		

CUSTOMER CONTACT: LINDY CHOATE

EQUIPMENT SALE
 CATERPILLAR
 MOTOR GRADER

MODEL 140M2

1.0 ID NO: C59815 SERIAL NO: M9D01754 27000.00
 PIN: *CAT0140MCM9D01754*
 REF: 353-2919

- 1.0 REF: 0P-9002 LANE 2 ORDER
- 1.0 363-3910 GLOBAL ARRANGEMENT, LOW AMBIENT
- 1.0 349-3048 MOLDBOARD, 14' PLUS
- 1.0 324-0889 RIPPER-SCARIFIER, REAR
- 1.0 353-3317 WEATHER, COLD
- 1.0 305-2927 LINES, STANDARD W/O ACCUMULATOR
- 1.0 356-8649 PRECLEANER
- 1.0 358-9337 INSTALLATION AR- BOX FRAME
- 1.0 354-4112 BASE & 1 (RIP)
- 1.0 309-9881 LIGHTS, FRONT HEADLIGHTS, HIGH
- 1.0 325-6336 STARTER, ELECTRIC, HEAVY DUTY
- 1.0 389-7322 CAB, PLUS (STANDARD GLASS)
- 1.0 373-6739 PRODUCT LINK, SATELLITE PL321
- 1.0 362-5222 NO ACCUGRADE
- 1.0 252-0679 TIRES, 14.0R24 MX XGLA2 1* MP
- 1.0 323-6970 GUARD GP, HITCH
- 1.0 310-0725 LANGUAGE, ENGLISH
- 1.0 0P-1939 ANTIFREEZE WINDSHIELD WASHER
- 1.0 391-8968 COMFORT PACKAGE
- 1.0 353-3320 LIGHTS, WORKING, PLUS
- 1.0 391-2914 CAMERA, REAR VISION
- 1.0 233-3295 MIRRORS, OUTSIDE MOUNTED

TERMS OF PAYMENT: Unless specific terms of payment are stated above, which shall then be the governing terms hereof, this invoice shall otherwise be due and payable in full 30 days from invoice date. Performance under this invoice along with jurisdiction and venue shall be in and County, Texas. TITLE TO EQUIPMENT LISTED ON THIS INVOICE SHALL REMAIN IN WARREN CAT UNTIL PURCHASE PRICE IS PAID IN FULL.

Thank You!

PLEASE PAY THIS AMOUNT

AMOUNT CREDITED

Claims for damages and shortages will not be considered unless made within fifteen days after receipt of shipment. Our responsibility ceases upon obtaining receipt from transportation company.

ABILENE, TX 3601 So. Treadway (325) 892-1800
 AMARILLO, TX 140 AT F.M. 1812 (806) 336-1511
 DALHART, TX 1901 E. 18TH (806) 249-8772
 LUBBOCK, TX 702 Baton Road East (806) 746-4495
 MIDLAND, TX 3609 E. FM 1789 (432) 571-4242
 ODESSA, TX 2301 Production (432) 332-1691
 SAN ANGELO, TX 6102 LINK ROAD (325) 665-1100
 WICHITA FALLS, TX 1908 Jacksboro Hwy. (840) 767-4394

NOTICE TO CUSTOMERS: PLEASE READ THE REVERSE SIDE FOR IMPORTANT INFORMATION

CATERPILLAR® CAT and are trademarks of Caterpillar, Inc.

CUSTOMER ORIGINAL INVOICE



Remit To: **Warren CAT**
 P.O. Box 842116
 Dallas, Texas 75284-2116
 Toll Free (866) 2WARREN
 (432) 571-4242

SOLD TO

CLAY COUNTY 1
 BOARD OF COUNTY COMMISSIONERS
 214 NORTH MAIN ST
 HENRIETTA, TX 76365-2800

SHIP TO

CLAY COUNTY 1
 SHIP DATE 1/27/14
 SHIPPED FROM WICHITA FALLS
 FOB CLAY COUNTY 1
 SHIPPED TO CLAY COUNTY 1

INVOICE NUMBER	INVOICE DATE	CUSTOMER NUMBER	CUSTOMER ORDER NUMBER	STORE	DIV.	SALESMAN	TERMS	PAGE
S8742301	01-27-14	9973191		08	G	217	2	2
PCO/WO NUMBER	DOC. DATE	PC	LC	MC	SHIP VIA			
S87423	08-27-13			10				
MAKE	MODEL	SERIAL NUMBER	EQUIPMENT NUMBER	METER READING	MACH. I.D. NUMBER			
AA	140M2	M9D01754		.0	C59815			

QUANTITY	ITEM	N/R	DESCRIPTION	UNIT PRICE	EXTENSION
1.0	366-2459		GUARD, TRANSMISSION		
1.0	367-6842		PUSH PLATE		
1.0	4K-3330		SHANKS/TEETH FOR SCARIFIER		
1.0	0P-2265		ROLL ON-ROLL OFF		
EQUIPMENT TRADE IN					
MODEL: 140M		SERIAL NO: B9D03003			
		PIN: *CAT0140MVB9D03003*			
1.0	*				
1.0	*				
1.0	*				
1.0	*				
1.0	*				

PAYMENT DUE UPON RECEIPT OF INVOICE.
 PLEASE VERIFY THAT PAYMENT HAS BEEN MADE
 ***** THANK YOU FOR YOUR BUSINESS *****

TERMS OF PAYMENT: Unless specific terms of payment are stated above, which shall then be the governing terms hereof, this invoice shall otherwise be due and payable in full 30 days from invoice date. Performance under this invoice along with jurisdiction and venue shall be in Clay County, Texas. TITLE TO EQUIPMENT LISTED ON THIS INVOICE SHALL REMAIN IN WARREN CAT UNTIL PURCHASE PRICE IS PAID IN FULL.

Thank You!

PLEASE PAY THIS AMOUNT	27000.00
AMOUNT CREDITED	

Claims for damages and shortages will not be considered unless made within fifteen days after receipt of shipment. Our responsibility ceases upon obtaining receipt from transportation company.

- ARLENE, TX
3801 So. Treadway
(328) 692-1800
- AMARILLO, TX
140 AT F.M. 1812
(806) 336-1811
- DALHART, TX
1801 E. 18TH
(806) 249-8772
- LUBBOCK, TX
702 Blanton Road East
(806) 746-4496
- MIDLAND, TX
3808 S. FM 1788
(432) 571-4242
- ODESSA, TX
2301 Production
(432) 332-1881
- SAN ANGELO, TX
5102 LINK ROAD
(328) 656-1100
- WICHITA FALLS, TX
1809 Jacksboro Hwy.
(840) 787-4384

NOTICE TO CUSTOMERS: PLEASE READ THE REVERSE SIDE FOR IMPORTANT INFORMATION

WARREN**CAT***Trade In*

Remit To: _____

Warren CATP.O. Box 842116
Dallas, Texas 75284-2116
Toll Free (866) 2WARREN
(432) 571-4242

SOLD TO

CLAY COUNTY 1
BOARD OF COUNTY COMMISSIONERS
214 NORTH MAIN ST
HENRIETTA, TX 76365-2800

SHIP TO

CLAY COUNTY #1
SHIP DATE: 01/21/11
SHIPPED FROM: WICHITA FALLS
FOB: CLAY #1
SHIPPED TO: BYERS, TX

INVOICE NUMBER	INVOICE DATE	CUSTOMER NUMBER	CUSTOMER ORDER NUMBER	STORE	DIV.	SALESMAN	TERMS	PAGE
S6784301	02-07-11	9973191	CHOATE	08	G	217	2	1
PSO/WO NUMBER	DOC. DATE	PC	LC	MC	SHIP VIA			
S67843	09-21-10			10				
MAKE	MODEL	SERIAL NUMBER		EQUIPMENT NUMBER	METER READING	MACH. I.D. NUMBER		
AA	140M	B9D03003			.0	C42772		
QUANTITY	ITEM	N/R	DESCRIPTION	UNIT PRICE	EXTENSION			

CUSTOMER CONTACT: LINDY CHOATE

EQUIPMENT SALE
CATERPILLAR
MOTOR GRADER

MODEL 140M

1.0	ID NO: C42772	SERIAL NO: B9D03003	32000.00
	REF: 349-2551	PIN: *CAT0140MVB9D03003*	

*Net Price**12149*

1.0	REF: 0P-9002	LANE 2 ORDER	
1.0	352-2104	GLOBAL ARRANGEMENT	
1.0	349-3048	MOLDBOARD, 14 FT, PLUS	
1.0	349-3052	WEATHER, COLD	
1.0	231-1516	LINES, STANDARD W/O ACCUMULATOR	
1.0	246-6711	FILM, ENGINE, VHP PLUS	
1.0	261-0610	COMPRESSOR/TANK, AIR	
1.0	349-3054	BASE & 1 (RIP)	
1.0	298-7465	LIGHTS, FRONT HEADLIGHTS, HIGH	
1.0	253-2724	ALTERNATOR, 150 AMP (AC)	
1.0	349-3050	CAB, PLUS	
1.0	235-6188	PRODUCT LINK, PL321	
1.0	302-8669	LANGUAGE, ENGLISH	
1.0	349-3067	COMFORT PACKAGE - 1	
1.0	349-3069	LIGHTS, WORKING, PLUS	
1.0	233-3295	MIRRORS, OUTSIDE MOUNTED	
1.0	285-8739	GUARD, TRANSMISSION	
1.0	332-1543	HEATER, ENGINE COOLANT, 120V	
1.0	0P-6690	ROLL ON-ROLL OFF	
1.0	252-0679	TIRES, 14.0R24 MX XGLA2 1* MP	
1.0	248-1322	RIPPER-SCARIFIER, REAR	
1.0	4K-3330	SHANKS/TEETH FOR SCARIFIER	

TERMS OF PAYMENT: Unless specific terms of payment are stated above, which shall then be the governing terms hereof, this invoice shall otherwise be due and payable in full 30 days from invoice date. Performance under this invoice along with jurisdiction and venue shall be in Midland County, Texas. TITLE TO EQUIPMENT LISTED ON THIS INVOICE SHALL REMAIN IN WARREN CAT UNTIL PURCHASE PRICE IS PAID IN FULL.

*Thank You!*PLEASE PAY
THIS AMOUNTAMOUNT
CREDITED

Claims for damages and shortages will not be considered unless made within fifteen days after receipt of shipment. Our responsibility ceases upon obtaining receipt from transportation company.

ARLINGTON, TX
3801 So. Trendway
(282) 882-1800AMARILLO, TX
140 AT F.M. 1812
(806) 336-1511DALHART, TX
1501 E. 16TH
(806) 248-8772LUBBOCK, TX
702 Slaton Road East
(806) 748-4485MIDLAND, TX
3806 S. FM 1788
(432) 571-4242ODESSA, TX
2301 Production
(432) 332-1661SAN ANGELO, TX
8102 LINK ROAD
(325) 656-1100WICHITA FALLS, TX
1806 Jacksboro Hwy.
(840) 787-4384

NOTICE TO CUSTOMERS: PLEASE READ THE REVERSE SIDE FOR IMPORTANT INFORMATION

CATERPILLAR[®] CAT and  are trademarks of Caterpillar, Inc.

WARREN

CAT

Remit To: _____

Warren CAT

P.O. Box 842116
 Dallas, Texas 75284-2116
 Toll Free (866) 2WARREN
 (432) 571-4242

SOLD TO

CLAY COUNTY 1
 BOARD OF COUNTY COMMISSIONERS
 214 NORTH MAIN ST
 HENRIETTA, TX 76365-2800

SHIP TO

CLAY COUNTY #1
 SHIP DATE: 01/21/11
 SHIPPED FROM: WICHITA FALLS
 FOB: CLAY #1
 SHIPPED TO: BYERS, TX

INVOICE NUMBER	INVOICE DATE	CUSTOMER NUMBER	CUSTOMER ORDER NUMBER	STORE	DIV	SALESMAN	TERMS	PAGE
S6784301	02-07-11	9973191	CHOATE	08	G	217	2	2
PSO/WO NUMBER	DOC DATE	PC	LC	MC	SHIP VIA			
S67843	09-21-10			10				
MAKE	MODEL	SERIAL NUMBER		EQUIPMENT NUMBER	METER READING		MACH. I.D. NUMBER	
AA	140M	B9D03003			.0		C42772	
QUANTITY	ITEM	N/R	DESCRIPTION	UNIT	PRICE	EXTENSION		

1.0 250-3071 PUSH PLATE, COUNTERWEIGHT
 EQUIPMENT TRADE IN
 MODEL: 140H SERIAL NO: CCA03231
 PIN: *CAT0140HLCCA03231*

1.0 *
 1.0 *
 1.0 *
 1.0 SIT <3000# EXMPT
 1.0 DES EXEMPT

TAX EXEMPT

GUARANTEED MINIMUM REPURCHASE OF \$165000.00 AFTER
 YEARS OR 3000 HOURS, WHICHEVER COMES FIRST

GUARANTEED MINIMUM REPURCHASE OF \$150000.00 AFTER
 YEARS OR 5000 HOURS, WHICHEVER COMES FIRST

***** TO BE FINANCED BY CAT FINANCIAL *****
 THANK YOU FOR YOUR BUSINESS

TERMS OF PAYMENT: Unless specific terms of payment are stated above, which shall then be the governing terms hereof, this invoice shall otherwise be due and payable in full 30 days from invoice date. Performance under this invoice along with jurisdiction and venue shall be in Tarrant County, Texas. TITLE TO EQUIPMENT LISTED ON THIS INVOICE SHALL REMAIN IN WARREN CAT UNTIL PURCHASE PRICE IS PAID IN FULL.

Thank You!

PLEASE PAY THIS AMOUNT	32000.00
AMOUNT CREDITED	

Claims for damages and shortages will not be considered unless made within fifteen days after receipt of shipment. Our responsibility ceases upon obtaining receipt from transportation company.

ARLING, TX 3601 So. Freeway (328) 682-1600
 AMARILLO, TX 140 AT F.M. 1812 (806) 335-1511
 DALHART, TX 1801 E. 16TH (806) 248-8772
 LUBBOCK, TX 702 Station Road East (806) 746-4496
 MIDLAND, TX 3809 S. FM 1788 (432) 871-4242
 ODessa, TX 2301 Production (432) 332-1681
 SAN ANGELO, TX 5102 LINK ROAD (328) 665-1100
 WICHITA FALLS, TX 1808 Jackboro Hwy. (940) 787-4384

