

# SALES AGREEMENT

DATE	Aug	14,	201

_		W.	ARREN CAT, P	о вох	60662, MIDLA	ND, TX 7971	1-0622 Pho	ne:(432)	571-4200		
Pile	CHASER	CLAY COUNTY 2									1
	EET ADDRESS	214 NORTH MAIN ST						<sa< td=""><td>ME&gt;</td><td></td><td></td></sa<>	ME>		
S	Y/STATE	HENRIETTA, TX		OUNTY	CLAY (529	31		— <u>s</u> —			
Ł		76365-2800						— <u>;</u> ; —		- <del></del>	
D POS	STAL CODE			HONE NO.	940 767 3	3707		<sup>P</sup>			
O CUS	TOMER CONTACT:	_	OHNNY GEE					_ <sub>5</sub> —			
INDI	JSTRY CODE:	PRODUCT SUPPORT JO	OHNNY GEE INT(207R)	PRIN	CIPAL WORK COD	E		F.0	.B. AT: DEAN	TX	
•			<del></del>		xemption # (if applic				CUSTOMER	PO NUMBER	
NUMBI	R 39731	.92			GOVT/TX				GEE		
т —	MENT TERMS:								- <del></del>	ryments are subject to Fin	nance Company - OAC approval)
	PAYMENT ON REC	EIPT OF INVOICE	NET ON DELIVERY		FINANCIA	L SERVICES		CS	LEASE		
R —	H WITH ORDER	\$0.00	BALANCE TO FIN	ANCE		\$0.00	CONTRACT	INTEREST I	RATE 0%		
S —	MENT PERIOD		PAYMENT AMOU	NT	•	\$0.00	NUMBER OF	PAYMENT	s 0	OPTIONAL BUY-OUT	
			DESCRIPTIO	N OF EQU	PMENT ORDERED	/ PURCHASED				,	
MAKE	CATERPILLAR	M	ODEL: 140M3				YEAR:	2017			
	NUMBER: C8148		ERIAL NUMBER: 0:	N9D0084	6						ļ <b>[</b>
	MOTOR GRADEF			384-		COOLANT,	50/50, -35	5C (-31F	)		469-8157
		, LOW AMBIENT		385-		· · · · · · · · · · · · · · · · · · ·	E WINDSHIP		·		0P-1939
	OARD, 14' PLU			349-		LIGHTS, W	ORKING, PI	LUS			395-1967
	WEATHER PACKA			394-		LIGHT, LE	D WARNING	STROBE			338-1132
		ACCUMULATOR		305-	2927	MOUNTING,	WARNING I	LIGHT			361-3137
PRECL	EANER, SY-KLO	ONE		380-	6775	CAMERA, R	EAR VISION	J.			396-3921
BASE	+ 2 (FL,RIP)			385~0	8095	MIRRORS,	OUTSIDE MO	DUNTED			233-3295
START	ER, ELECTRIC,	HEAVY DUTY		394-3	3945	GUARD, TR	ANSMISSION	4			366-2459
LIGHT	S, FRONT HEAD	DLIGHTS, HIGH		309-	9881	HEATER, E	NGINE COOL	ANT, 12	0V		249-5516
CAB,	PLUS (STANDAR	RD GLASS)		385-	9554	PUSH PLAT	E, COUNTER	RWEIGHT			367-6842
CAB,	PLUS (INTERIC	OR)		397-	397-7457 CONTROL, AUTO A		UTO ARTICU	TO ARTICULATION-DEMO			483-2354
SEAT	BELT			394-	1492	DRAIN, HI	GH SPEED,	ENGINE	OIL		501-1163
PRODU	CT LINK, SATE	CLLITE PLE631		464-	6804	TIRES, 14	.00 X 24 F	RADIAL			
JOYST	ICK CONTROLS,	BASIC		357-9	9151	RIPPER/SC	ARIFIER				324-0889
GUARD	GP, HITCH			323-0	5970	SHANKS/TE	ETH, RIPPE	er/scari	FIER		4K-3330
YEAR		TRADE-IN EQUIPMENT	r		SERIA	L NO.	Sell Pri	ce			\$272,000.00
2014	140M2 BR - C	CATERPILLAR (AA)			0M9D01756		Ext Warr	anty			Included
		· •					Less Gro	ss Trade	Allowance		(\$202,500.00)
					1		After Ta	x Balanc	e		\$69,500.00
OF REP	ACEMENT MACHIN TRADE ALLOWANC	ECT TO EQUIPMENT BEING IN "A IE PURCHASE ABOVE. E		DITION" BY		OF DELIVERY					
	MER TO PAYOUT [		_		ARREN CAT TO PA	V OUT C					
			SCRIBED ABOVE TO								
		LAIMS, LIENS, MORTGAGES AND	SECURITY INTERE	STEXCEP	T AS SHOWN ABO	VE					
✓ CAT	TERPILLAR EQUIPM	ENT WARRANTY		INITIAL			11 -	SED EQUIPI WARRANTY	MENT	INITIAL	
warrant intervals Stan	<ol> <li>Scheduled oil samp from all power train</li> </ol>	s that he has received a copy of obling (S.O.S.) is mandatory with this components and failure to do so man Unlimited Hour Full air	warranty. The custor y result in voiding the	ner is respo warranty.	ensible for taking oil	samples at design	nated specifi	ed equipment ed here: nty applicable		re is and no warranty is of	ffered or implied except as
36 M	ONTHS / 3000	HOURS PREMIER FULL				.=					
				*	<del></del>						
CSA:	- REPUBCHASE •	3YR/3000 HOURS \$190,0	000 5 VR/5000	HOURS	\$170.000 WIT	H NO DAMAG	E AND 50%	TIRES			
110123	. Her Oppings		REEMENT IS S		*				HE REVER	SE	
To the	avignt that the										) in this agreement to sell
10 me	event mat me bro	operty described herein is used	•		-						in an adreement to sell
		such equipment to CA1		ioss, LLU,	a quaimed interr	пешагу, аз рап	. or an interna	· Kovenue	Oute Section 1	JACED -	
	OF WED DV	WARREN CA	\$1			40000 C	AND ACCOUNT	2011	lus	1 /4 2	77
KVER RE	CEIVED BY	Phil Denny			REPRESENTA	TILE	AND ACCEPTED	- ON C		1400	· ·
						CLAY CO	MATI Z		4/-		PURCHASER

	such equipment to CATD Exchang	e Services, ŁLC, a qualified intermed	iary, as part of an Internal	Revenue Cod	e Section 1031 ex	change.	
	WARREN CAT			1	PURCHASER		
RDER RECEIVED BY	Phil Denny		APPROVED AND ACCEPTED	ON W	ugus	14,0011	
		REPRESENTATIVE	CLAY COUNTY 2		//	71	
				7. (	9 4		PURCH
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### OTHER TERMS AND CONDITIONS

#### PAYMENT AND SECURITY INTEREST:

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

#### WHERE AND WHOM TO MAKE PAYMENTS:

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

## **DEFINITION OF WARREN CAT AND SELLER:**

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

## DELIVERY AND INSPECTION OF EQUIPMENT:

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

### RISK OF LOSS AND INSURANCE.

Purchaser assumes all risks of loss and full responsibility for all loss or damage to Equipment from the date of this Agreement. Purchasers shall immediately provide and maintain in full force and effect the following policies of insurance: (a) fire, theft, and other hazards in sufficient amounts to cover the full replacement value of the Equipment; (b) comprehensive policy of public liability for each item of Equipment with the following minimum limits: (i) bodily injury - \$1,000,000; and (ii) property damage - \$1,000,000. In each policy, Seller shall be named as an additional insured 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. Each policy must be in full force and effect until Purchaser takes possession of the Equipment and has paid in full.

### 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:

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 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. NEITHER PARTY (NOR THE OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS OF EITHER PARTY) IS LIABLE HEREUNDER TO THE OTHER IN ANY ACTION OR CLAIM FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE OR SPECIAL DAMAGES, WHETHER THE ACTION IN WHICH RECOVERY OF THE DAMAGES IS SOUGHT IS BASED ON CONTRACT, TORT (INCLUDING SOLE, CONCURRENT OR COMPARATIVE NEGLIGENCE), GROSS NEGLIGENCE, INTENTIONAL OR WRONGFUL ACTS OR STRICT LIABILITY. EXCEPT TO THE EXTENT PROHIBITED BY LAW, ANY STATUTORY REMEDIES INCONSISTENT WITH THESE TERMS ARE WAIVED BY THE PARTIES.

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.

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.

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 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.

PURCHASER SHALL PROTECT, INDEMNIFY, DEFEND, 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 WHOLLY FROM OR IS CONTRIBUTED TO BY THE NEGLIGENCE OF THE SELECT 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 CONSUMER RIGHTS: PURCHASER WAIVES ITS RIGHTS UNDER THE DECEPTIVE TRADE PRACTICES-CONSUMET SEO. TEXAS BUSINESS COMMERCE CODE. A LAW THAT GIVES CONSUMERS SI AFTER CONSULTATION WITH AN ATTORNEY OF PURCHASER'S OWN SELECTION, PURCHASER. OTHER PROVISIONS:	IER PROTECTION ACT, SECTION 17.41 PECIAL RIGHTS AND PROTECTIONS. RCHASER VOLUNTARILY CONSENTS



# EMSolutions WARRENCAT.COM/866.2WARREN

Custome	er Number	9973192				]
Custom	er Name	CLAY COUNTY 2				
Serial N	umber	0N9D00846				
	-					<u> </u>
		CUST	OMER CONTACT	INFOR	MATION	
Name:	JOHNNY GEE			Phone:	940 636 0140	
Job Role:				Email:		
Telem	concerning "Caterpillar" Caterpillar II Statement") shared, how www.cat.cool I consent, a dealers to u information located. Fur their conser In the event being transf I have trans	acknowledge that to the extent this equipment, its condition, and), and/or its dealers.  Inc. recognizes and respects cus describes the categories of inforto ask questions about telemation and attached to this consent for gree to allow, and grant a worldwise, access and transfer this inforto be transferred to jurisdictions thermore, I acknowledge and agot prior to allowing them to use the that I transfer ownership of the	stomer privacy. The Catermation collected, the ics and how to revoke form.  wide, perpetual, fully purmation in accordance that may not offer the gree that to the extent the equipment.  equipment, I agree to a language including the ent.  Caterpillar Telematic caterpillar Telematic ion and transfers designed.	aterpillar T purposes your cons aid up, no with this consent or notify the ne link to the balance bata Place Consent Place Conse	rivacy Statement.	ent (the "Privacy tion, how the information is vailable online at use to, Caterpillar and/or its atement, including for this diction in which I am vill have and will obtain
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CLAY CO	י כ אדותנו	Kenned & H	County A	rolno	Aug 14, 2017	
CLAY CO Customer Si		Title			Date	
WARREN	CAT	VĮ	$\mathcal{V}$	-	Aug 14, 2017	

Title

Dealer Signature

Date

DLR. CODE	MODEL	MACHINE SERIAL NO.	HOURS	DELIVERY DATE	ENGINE SERIAL NO.
COD. DISTRIB.	MODELO	N/S MAQUINA	HORAS	FECHA DE ENTREGA	N/S MOTOR
E459	140M3	0N9D00846			
TTACHMENTS INSTA	LLED:		ACCESSORIOS INSTAI	ADOS:	
Mfr. & Model or Part N	<b>o</b> .	Mfr. & Model or Part No.	Mfr. & Model or Part N	o. M	fr. & Model or Part No.
Fabricante y Modelo o N	√P	Fabricante y Modelo o N/P	Fabricante y Modelo o t	N/P F	abricante y Modelo o N/P
Serial No.		Serial No.	Serial No.	S	erial No.
N/S		N/S	N/S	N	<b>'</b> S
Full Mailing Address Direccon Completa		214 NORTH MAIN ST, HENRIETTA	A, TEXAS, 76365-2800		
				Country Pajs	
			- fallandar itama Cha		
El servicio de entr	ega de esta mád	e has been completed, including the	untos siguientes. Marque	e ( 🗹 ) cada punto que	e complete.
El servicio de entr	ega de esta mád		untos siguientes. Marque Is explained to user.	e ( ) cada punto que	

Dir. Rep. Signature Firma del representante del distribuidor

User's Signature Firma del usario Warren Quote 183846-01



Quote 183846-01

**BUYBOARD QUOTE** 

August 14, 2017

CLAY COUNTY 2 BOARD OF COUNTY COMMISSIONERS 214 NORTH MAIN ST HENRIETTA TX 76365

Attention: JOHNNY GEE

STOCK NUMBER: C81486

SERIAL NUMBER:0N9D00850

YEAR:2017



### **MACHINE SPECIFICATIONS**

## Description

140M3 MOTOR GRADER GLOBAL ARRANGEMENT, LOW AMBIENT MOLDBOARD, 14' PLUS COLD WEATHER PACKAGE LINES, STANDARD W/O ACCUMULATOR PRECLEANER, SY-KLONE BASE + 2 (FL,RIP) STARTER, ELECTRIC, HEAVY DUTY LIGHTS, FRONT HEADLIGHTS, HIGH CAB, PLUS (STANDARD GLASS) CAB, PLUS (INTERIOR) SEAT BELT PRODUCT LINK, SATELLITE PLE631 JOYSTICK CONTROLS, BASIC COOLANT, 50/50, -35C (-31F) ANTIFREEZE WINDSHIELD WASHER LIGHTS, WORKING, PLUS LIGHT, LED WARNING STROBE MOUNTING, WARNING LIGHT CAMERA, REAR VISION MIRRORS, OUTSIDE MOUNTED **GUARD, TRANSMISSION** 

Warren Quote 183846-01

HEATER, ENGINE COOLANT, 120V PUSH PLATE, COUNTERWEIGHT CONTROL, AUTO ARTICULATION DRAIN, HIGH SPEED, ENGINE OIL TIRES, 14.00 X 24 RADIAL RIPPER/SCARIFIER SHANKS/TEETH, RIPPER/SCARIFIER

Sell Price	\$272,000.00
Ext Warranty	Included
Less Gross Trade Allowance	(\$207,500.00)
After Tax Balance	\$64,500.00

# **TRADE-INS**

Model		Serial Number	Year	Trade Allowance
140M2 BR	CATERPILLAR(AA)	0M9D01763	2014	\$207,500.00

# WARRANTY

Standard	Warranty:

Standard 12 Month Unlimited Hour Full Machine Coverage

Extended Warranty:

36 MONTHS / 3000 HOURS PREMIER FULL

REPURCHASE: 3YR/3000 HOURS \$190,000 5 YR/5000 HOURS \$170,000

WITH NO DAMAGE AND 50% TIRES

Accepted by_COUNTY JUDGE KENNETH LIGGETT	on	

Signature	

PHIL DENNY

Warren Quote 185510-01



Quote 185510-01

**BUYBOARD QUOTE** 

August 14, 2017

CLAY COUNTY 2 BOARD OF COUNTY COMMISSIONERS 214 NORTH MAIN ST HENRIETTA TX 76365

Attention: JOHNNY GEE

STOCK NUMBER: C81484

SERIAL NUMBER:0N9D00846

YEAR:2017

# **MACHINE SPECIFICATIONS**

# Description

140M3 MOTOR GRADER GLOBAL ARRANGEMENT, LOW AMBIENT MOLDBOARD, 14' PLUS **COLD WEATHER PACKAGE** LINES, STANDARD W/O ACCUMULATOR PRECLEANER, SY-KLONE BASE + 2 (FL,RIP) STARTER, ELECTRIC, HEAVY DUTY LIGHTS, FRONT HEADLIGHTS, HIGH CAB, PLUS (STANDARD GLASS) CAB, PLUS (INTERIOR) SEAT BELT PRODUCT LINK, SATELLITE PLE631 JOYSTICK CONTROLS, BASIC COOLANT, 50/50, -35C (-31F) LIGHTS, WORKING, PLUS LIGHT, LED WARNING STROBE MOUNTING, WARNING LIGHT CAMERA, REAR VISION MIRRORS, OUTSIDE MOUNTED GUARD, TRANSMISSION HEATER, ENGINE COOLANT, 120V

2:4000

Page 1 of 2

Warren Quote 185510-01

PUSH PLATE, COUNTERWEIGHT CONTROL, AUTO ARTICULATION DRAIN, HIGH SPEED, ENGINE OIL TIRES, 14.00 X 24 RADIAL RIPPER/SCARIFIER SHANKS/TEETH, RIPPER/SCARIFIER

Sell Price	\$272,000.00
Ext Warranty	Included
Less Gross Trade Allowance	(\$202,500.00)
After Tax Balance	\$69,500.00

# TRADE-INS

Model	Make	Serial Number	Year	Trade Allowance
140M2 BR	CATERPILLAR(AA)	0M9D01756	2014	\$202,500.00

# WARRANTY

Standard Warranty:	Standard 12 Month Unlimited Hour Full Machine Cove	erage

Extended Warranty: 36 MONTHS / 3000 HOURS PREMIER FULL

REPURCHASE: 3YR/3000 HOURS \$190,000 5 YR/5000 HOURS \$170,000

WITH NO DAMAGE AND 50% TIRES

Accepted by COUNTY JUDGE KENNETH LIGGETT	on	
	Signature	