T'Anna McClure

From:

Chris.Vestal@warrencat.com

Sent:

Monday, September 18, 2017 8:45 AM

To:

T'Anna McClure

Subject:

Brown County # 2 CW 16 Roller

Caterpillar Financial will do 3.8% on this deal for 5 Year

Chris Vestal 325-280-2001 Warren Cat- Abilene, Tx. Sales/Rentals

CONFIDENTIALITY STATEMENT

This message may contain information that is privileged, proprietary, or confidential. If you received this transmission in error, please notify the sender by reply e-mail and delete the message and any attachments.

September 18, 2017 (Exhibit #5)





BUY BOARD QUOTE

Quote 186876-01

September 13, 2017

BROWN COUNTY 2 BOARD OF COUNTY COMMISSIONERS 200 S BROADWAY ST #322 BROWNWOOD Texas 76801-3136

Attention: JOEL KELTON

Dear JOEL KELTON, Thank you for this opportunity to quote Caterpillar products for your business needs. We are pleased to quote the following for your purchase consideration.

One (1) New CATERPILLAR Model: CW16 Paving Products with all standard equipment in addition to the additional specifications listed below:

STOCK NUMBER: C75046

SERIAL NUMBER:0TL500135

YEAR:2016

We wish to thank you for the opportunity of quoting on your equipment needs. This quotation is valid for 30 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me.

Sincerely,

Chris Vestal

Machine Sales Representative

One (1) New CATERPILLAR Model: CW16 Paving Products with all standard equipment in addition to the additional specifications listed below:

STANDARD EQUIPMENT

POWERTRAIN-Cat C3.4B ACERT Engine-prime pump-100 HP/75 kW, four-cylinder turbo--Two-speed throttle switch-charged-Dual braking systems (service and parking)-Dual element cyclonic air cleaner-Continuously variable hydrostatic-Fuel filter / water separator-transmission with seamless shifting-Ultra clean fuel filter with integrated

ELECTRICAL-12-volt electric starting-lamps-55 - amp alternator-Halogen working lights - bumper mounted-One CAT Maintenance Free Batteries-(2 front-facing and 2 rear-facing)-Roading lights - turn signals and low-Backup alarm and forward warning horn-beam forward facing lights-Product Link Ready-Rear backup light and stop indication

OPERATOR ENVIRONMENT-Gage package-3" wide belt-Suspension seat with oversized-Vandalism protection-Rotating operators station-Power assisted steering-RH arm rest

FLUIDS-Premixed 50% concentration of Extended-to -37C (-35F)-Life Coolant with freeze protection

OTHER STANDARD EQUIPMENT-Locking fiberglass engine enclosure-104 gal (394L) water tank capacity-Front wheel oscillation-Quick connect hydraulic pressure-Pressurized water system with-test portsdistribution bars over front and rear-SOS ports:-tires and individual retractable-engine-steel tire scrapershydraulic-Manual brake release-coolant-Nine 7.50/90 x 15 14-ply bias tires-Coco mats-Transport tie-down and lift points-Remote drains for all fluids-Power assisted steering

MACHINE SPECIFICATIONS

Description	Reference No.
CW16 PNEUMATIC COMPACTOR	445-5857
LANE 3 ORDER	0P-9003
OIL, HYD, FACTORY FILLED	445-5838
TIRES, 9, 14PLY BIAS	445-5845
ROPS	448-1921
SUN CANOPY FOR ROPS	448-1922
INSTRUCTIONS, NORTH AMERICAN	449-7668
INSTALLATION, PRODUCT LINK	450-0334
ENGINE, TIER 4F, STAGE 4	450-5016
PRODUCT LINK, CELLULAR PL641	454-5454
BASE, OPERATOR STATION	494-9335
SEAT, STD VINYL, BSC	499-1662
LIGHTS, HALOGEN	
PACKING, CONTAINER	445-6000
and the second s	0P-3943

Sell Price	\$76,500.00
After Tax Balance	\$76,500.00

F.O.B/TERMS

MAY

PAYMENT TERMS

Outright Sale Financing Terms

CASH WITH ORDER	BALANCE TO FINANCE	TERM	PERIOD PAYMENT	RATE	DOCUMENT	AMOUNT
\$0.00	\$76,800.00	5 (Annual)	\$17,348.40	4.2%	\$300.00	\$76,500.00

The above is subject to credit approval

Accepted by	on
	Signature



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

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PRODUCT LINK, CELL	JULAR PL641							54-5454			
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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 OTHER WARRANTY WHATSOEVER. THE EQUIPMENT IS SOLD "AS IS, WHERE IS" AND SUBJECT TO ALL FAULTS. Seller shall not be purchaser for any failure of the Equipment to operate or for any interruption of service or wareness or any enterpreted on the Equipment to operate or for any interruption of service or wareness and clauser. 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 use 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.

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 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 This Agreement is the entire agreement between the parties hereto containing all agreed upon ferms and conditions, and it supersedes and cancets 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.

INDEMNITY:

INDEMNITY:

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 SELECTION OF DEFECTS. OF THE EQUIPMENT, WHETHER LATENT OR PATENT, OR FROM OTHER CAUSES WHATSOEVER

UNDER THE DECEPTIVE TRADE PRACTICES-CONSUMER PROTECTION ACT, SECTION

AFTER CONSULTATION TO THIS WAIVER.	WITH AN ATTO	RNEY OF PURCE	HASER'S OWN	SELECTION, PURC	HASER VOLUNT	ARILY CONSENT
OTHER PROVISIONS.						

OTHER PROVISIONS:	



WARREN CAT

Dealer Signature





Sep 18, 2017 Onto

Custome	er Number	9972200		
Custome	er Name	BROWN COUNTY 2		
Serial Nu	umber	OTL500135		
	. Betaling Fally			
		CUSTOMER CON	TACT INFOR	MATION
Name:	JOEL KELTON	1	Phone:	325 646 0328
Job Role:			Email:	
	"Caterpillar" Caterpillar Ir Statement") shared, how www.cat.cor I consent, ac dealers to us information t located. Furt their consent In the event being transm I have I have	acknowledge that to the extent this equipment is this equipment, its condition, and its operation is and/or its dealers. Inc. recognizes and respects customer privacy. It describes the categories of information collected to ask questions about telematics and how to remain and attached to this consent form. Incere to allow, and grant a worldwide, perpetual, see, access and transfer this information in accord to be transferred to jurisdictions that may not off hermore, I acknowledge and agree that to the extrement of the equipment.	is equipped with a speing collected. The Caterpillar Ted, the purposes revoke your considered with this content of the same levent extent consent of the same levent extent consent of the link to the same to the same levent extent consent of the same levent extent consent of the link to the same the same to notify the noting the link to the same that it is same tha	of the processing of the information, how the information ent. The Privacy Statement is available online at a n-exclusive, nonrevocable, license to, Caterpillar and/or isonsent form and the Privacy Statement, including for this if of data protection as the jurisdiction in which I am the operator is required that I will have and will obtain sext owner about the telematics system, the information he privacy statement. In addition, I will notify my dealer the Privacy Statement. Privacy Statement.
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DLR. CODE	MODEL	MACHINE SERIAL NO.	HOURS	DELIVERY DATE		ENGINE SERIAL NO.
COD. DISTRIB.	MODELO	N/S MAQUINA	HORAS	FECHA DE ENTREC		N/S MOTOR
E459	CW16	0TL500135				100 1101
TTACHMENTS INSTA	LLED:		ACCESSORIOS INSTALADO	OS:		
Mfr. & Model or Part N		Mfr. & Model or Part No. Fabricante y Modelo o N/P	Mfr. & Model or Part No. Fabricante y Modelo o N/P			el or Part No.
Serial No.		Serial No.	Serial No.		Serial No.	Madelo o N/P
N/S		N/S	N/S		N/S	
Nombre del Cliente (cor Full Mailing Address		BROWN COUNTY 2 200 S BROADWAY ST #322, BRO	DWNWOOD, TEXAS, 76801-	3136		
Customer Name (Pleas Nombre del Cliente (con Full Mailing Address Direccón Completa						
Nombre del Cliente (cor Full Mailing Address			-	3136 Country		
Nombre del Cliente (con Full Mailing Address Direccón Completa	eletra de imprento)	200 S BROADWAY ST #322, BRO	the following items. Check	Country Pals		
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Dir. Rep. Signature Firma del representante del distribuidor

User's Signature Firma del usario