



SALES AGREEMENT

DATE Oct 05, 2017

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

PURCHASER	BROWN COUNTY 4			
STREET ADDRESS	200 S BROADWAY ST #322			<SAME>
CITY/STATE	BROWNWOOD, TX	COUNTY	BROWN (5Y4)	
POSTAL CODE	76801-3136	PHONE NO.	325 643 2594	
EQUIPMENT	LARRY TRAWEEK			
PRODUCT SUPPORT	LARRY TRAWEEK			
INDUSTRY CODE:	GOVT ROAD CONST & MAINT (207R)	PRINCIPAL WORK CODE		F.O.B. AT: Abilene

CUSTOMER NUMBER	9972400	Sales Tax Exemption # (if applicable)	GOVT	CUSTOMER PO NUMBER	
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: 140K ARO	YEAR: TBA			
STOCK NUMBER: C83072	SERIAL NUMBER: 0JPA04524				
140K MOTOR GRADER	435-1523	NO LOCK OUT, CAB	437-0690	ANTIFREEZE, -45C (-50F)	0P-3978
GLOBAL ARRANGEMENT, CAB	447-6840	COOLING PACKAGE	462-7246		
MOLDBOARD, 14' PLUS	320-7431	WINDSHIELD WASHER EMPTY	0P-1940		
RIPPER/SCARIFIER+PUSHPLATE PKG	458-5957	U.S. UNIQUE FLEX CREDIT 140K	0P-4180		
DRAWBAR, HYD TIP, A-FRM	424-8614	INSTRUCTIONS, ENGLISH	0P-3380		
DRAIN, HIGH SPEED, ENGINE OIL	501-1161	ROLL ON-ROLL OFF	0P-6690		
NON-ACCUMULATOR, FOR ACCUGRADE	464-3749	GUARD, TRANSMISSION	439-5724		
WEATHER, COLD	435-1527	SHANKS/TEETH, RIPPER/SCARIFIER	4K-3330		
HEADLIGHTS, HIGH BAR	434-8340	CYLINDER ROD FLUID FILM PROTEC	0P-3940		
CAB, ROPS, HVAC	458-5962	RUST PREVENT. FOR HOSE COUPL.	0P-2633		
SEAT GP, SUSPENSION	518-3382	ENGINE, C7 ACERT (TIER 3) US	515-4703		
MIRROR GRP, EXTERNAL, BASE	387-2851	TANDEM WALKWAY	514-7110		
COMFORT PACKAGE-2, CAB, ROPS	461-0562	LINK BAR, HYDRAULIC	521-1027		
PRODUCT LINK, SATELLITE PL631	448-8929	BASE+3 (RIP,MMS,FL) ACCUGRADE	435-1554		
ACCUGRADE READY, A-FRAME	461-2784	LANE 3 ORDER	0P-9003		

YEAR	TRADE-IN EQUIPMENT	SERIAL NO.	Sell Price	
1986	12G - CATERPILLAR (AA)	61M11658	\$251,665.49	
			Less Gross Trade Allowance	(\$39,250.00)
			Ext Warranty	Included
			After Tax Balance	\$212,415.49

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

GROSS TRADE ALLOWANCE _____

PAYOUT TO _____ AMOUNT OWING _____

CUSTOMER TO PAYOUT WARREN CAT TO PAY OUT

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

<input checked="" type="checkbox"/> CATERPILLAR EQUIPMENT WARRANTY	INITIAL _____	<input type="checkbox"/> USED EQUIPMENT WARRANTY	INITIAL _____
<p>The customer acknowledges that he has received a copy of the Warren CAT/Caterpillar Warranty and has read and understood said warranty. Scheduled oil sampling (S.O.S.) is mandatory with this warranty. The customer is responsible for taking oil samples at designated intervals from all power train components and failure to do so may result in voiding the warranty.</p> <p>Standard 12 Month Unlimited Hour Full Machine Coverage</p> <p>GOVERNMENT 60 / 4000 PREMIER</p>		<p>All used equipment is sold as is where is and no warranty is offered or implied except as specified here:</p> <p>Warranty applicable:</p>	

CSA: _____

NOTES: _____

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

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

ORDER RECEIVED BY	WARREN CAT	APPROVED AND ACCEPTED ON	PURCHASER
Chris Vestal		BROWN COUNTY 4	
	REPRESENTATIVE		PURCHASER
		BY	SIGNATURE
October 10, 2017			TITLE
(Exhibit # 2)			



BUY BOARD QUOTE

Quote 186651-01

October 5, 2017

BROWN COUNTY 4
BOARD OF COUNTY COMMISSIONERS
200 S BROADWAY ST #322
BROWNWOOD
Texas
76801-3136

Attention: LARRY TRAWEEK

Dear LARRY TRAWEEK, 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: 140K ARO Motor Graders with all standard equipment in addition to the additional specifications listed below:

STOCK NUMBER:C83072 **SERIAL NUMBER:**0JPA04524

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,

A handwritten signature in black ink that reads 'Chris Vestal'.

Chris Vestal
Machine Sales Representative

One (1) New CATERPILLAR Model: 140K ARO Motor Graders with all standard equipment in addition to the additional specifications listed below:
STANDARD EQUIPMENT

CONSIST NOTE-STANDARD EQUIPMENT:-components necessary for an operable-The standard equipment list includes key-machine.

POWERTRAIN-Air cleaner, dual stage dry type radial-with automatic engine derate and idle-seal with service indicator and-control. EPA/ARB Tier 4 Final and EU stage-automatic dust ejector-IV certified Engine and Aftertreatment-Air-to-air after cooler (ATAAC)-Parking brake, multi-disc, sealed and-Belt, serpentine, automatic tensioner-oil cooled.-Brakes, oil disc, four-wheel, hydraulic-Sediment drain, fuel tank.-Demand fan, hydraulic-Tandem drive-Differential, lock/unlock, Automatic-Transmission, 8 speed forward and-Drain, engine oil, ecology-6 speed reverse, power shift, direct-Electronic over-speed protection-drive-Engine, C9 with ACERT technology, diesel-VHP Plus (Variable Horse Power Plus)

ELECTRICAL-Alarm, back-up-Grade Control Ready (Cab harness,-Alternator, 150 ampere, sealed-software, electrical hydraulic valves,-Batteries, maintenance free, heavy-bosses and brackets)-duty, 1125 CCA-Lights, reversing-Breaker panel, ground accessible-Lights, roading, roof-mounted,-Electrical hydraulic valves-stop and tail, LED-Electrical system, 24 volt-Starter, electric

OPERATOR ENVIRONMENT-Air Conditioning with heater-Joystick, adjustable armrests-Articulation, automatic return to center-Joystick gear selection, hydraulic-Centershift pin indicator-power steering hydraulic controls-Display, digital speed and gear-(right/left, blade lift w/ float-Doors, left and right side with wiper-position, blade sideshift and tip,-Gauge, machine level-circle drive, centershift, front wheel-Gauges (analog) inside the cab-lean and articulation and steering)-(includes fuel, articulation, engine-Lights, night time cab-coolant temp, engine RPM,-Messenger operator information system-and hydraulic oil temp, DEF/AdBlue)

SAFETY AND SECURITY-Seat belt, retractable 3"-Tandem walkway/guards-Secondary steering

TIRES, RIMS, AND WHEELS-A partial allowance for tires on-in the base machine price and weight.-10" x 24" multi-piece rims is included

FLUIDS-Antifreeze-Extended Life Coolant -35C/-30F

OTHER STANDARD EQUIPMENT-Accumulators -brake -dual certified-(98cc / 15 cu in)-Drawbar,6 shoe w/replaceable wear strips-Radiator, cleanout access-Fluid check, ground level-(both sides with swing doors)-Fuel tank, 105 gallon (398 L)-SOS ports - engine -hydraulic-Ground level fueling--transmission - coolant -fuel-DEF/AdBlue Tank, 5.5 gallon (21 L)-Tandem walkway/guards-Hydraulic lines for base functions-Tool box-Pump, hydraulic, high capacity-Debris Guard

SAFETY AND SECURITY-roading and servicing)-Doors, 2 service, left and right locking-Lockout, hydraulic implement (for-hand, two right hand) locking-Horn, electric-Doors, 2 engine compartment, (two left-Hammer (emergency exit)-Clutch, circle drive slip-Ground level engine shutdown

OPERATOR ENVIRONMENT-- Rear with intermittent wiper-Seat,cloth-covered, comfort suspension-- Left and right side wipers-- 69dB(A) - ISO 6394-Windows: Tempered-ROPS cab, sound suppressed-- Door with intermittent wipers (3)-Radio Ready, Entertainment-- Fixed front with intermittent wiper-Power Port, 12V-Windows: laminated glass-Mirror, inside rearview, wide angle-Throttle control, electronic-Meter, hour, digital-Storage area for cooler/lunchbox

MACHINE SPECIFICATIONS

Description	Reference No
140K MOTOR GRADER	435-1523
GLOBAL ARRANGEMENT, CAB	447-6840
MOLDBOARD, 14' PLUS	320-7431
RIPPER/SCARIFIER+PUSHPLATE PKG	458-5957
DRAWBAR, HYD TIP, A-FRM	424-8614
DRAIN, HIGH SPEED, ENGINE OIL	501-1161
NON-ACCUMULATOR, FOR ACCUGRADE	464-3749
WEATHER, COLD	435-1527
HEADLIGHTS, HIGH BAR	434-8340
CAB, ROPS, HVAC	458-5962
SEAT GP, SUSPENSION	518-3382
MIRROR GRP, EXTERNAL, BASE	387-2851
COMFORT PACKAGE-2, CAB, ROPS	461-0562
PRODUCT LINK, SATELLITE PL631	448-8929
ACCUGRADE READY, A-FRAME	461-2784
NO LOCK OUT, CAB	437-0690
COOLING PACKAGE	462-7246
WINDSHIELD WASHER EMPTY	0P-1940
U.S. UNIQUE FLEX CREDIT 140K	0P-4180
INSTRUCTIONS, ENGLISH	0P-3380
ROLL ON-ROLL OFF	0P-6690
GUARD, TRANSMISSION	439-5724
SHANKS/TEETH, RIPPER/SCARIFIER	4K-3330
CYLINDER ROD FLUID FILM PROTEC	0P-3940
RUST PREVENT. FOR HOSE COUPL.	0P-2633
ENGINE, C7 ACERT (TIER 3) US	515-4703
TANDEM WALKWAY	514-7110
LINK BAR, HYDRAULIC	521-1027
BASE+3(RIP,MMS,FL)ACCUGRADE	435-1554
LANE 3 ORDER	0P-9003
ANTIFREEZE, -45C (-50F)	0P-3978
TIRES 17.5 X R25	

Sell Price	\$251,665.49
Less Gross Trade Allowance	(\$39,250.00)
Ext Warranty	Included
After Tax Balance	\$212,415.49

TRADE-INS

Model	Make	Serial Number	Year	Trade Allowance
12G	CATERPILLAR(AA)	61M11658	1986	\$39,250.00

WARRANTY

Standard Warranty: Standard 12 Month Unlimited Hour Full Machine Coverage

Extended Warranty: GOVERNMENT 60 / 4000 PREMIER

F.O.B/TERMS

BANGS

Accepted by _____ on _____

Signature

5 YEARS / 4000 HOURS GUARANTEED REPUECHASE \$ 132,500.00

WITH 50% TIRES OR BETTER AND NORMAL TIN WEAR

Sell Price	\$251,665.49
Less Gross Trade Allowance	(\$39,250.00)
Ext Warranty	Included
After Tax Balance	\$212,415.49

TRADE-INS

Model	Make	Serial Number	Year	Trade Allowance
12G	CATERPILLAR(AA)	61M11658	1986	\$39,250.00

WARRANTY

Standard Warranty: Standard 12 Month Unlimited Hour Full Machine Coverage

Extended Warranty: GOVERNMENT 60 / 4000 PREMIER

F.O.B/TERMS

BANGS

Accepted by _____ on _____

Signature

9 YEARS / 5000 HOURS GUARANTEED REPUECHASE \$ 50,000.00

WITH 50% TIRES OR BETTER AND NORMAL TIN WEAR

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. 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 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:

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.

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 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, 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 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 CONSUMER 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 Number	9972400
Customer Name	BROWN COUNTY 4
Serial Number	0JPA04524

CUSTOMER CONTACT INFORMATION

Name:	LARRY TRAWEEK	Phone:	325 646 8293
Job Role:		Email:	

Telematics Consent.

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

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

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

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

- I have been provided a copy of the Caterpillar Telematics Data Privacy Statement.
- I have read and I understand the Caterpillar Telematics Data Privacy Statement.
- I freely consent to the data collection and transfers described in this consent form, including the Caterpillar Telematics Data Privacy Statement.
- I acknowledge and accept the terms and conditions of the data privacy Agreement.

BROWN COUNTY 4
Customer Signature

*

Title

Oct 05, 2017
Date

WARREN CAT
Dealer Signature

Title

Oct 05, 2017
Date

DO NOT SEND IF
ENTERED INTO P.I.S.

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	140K ARO	0JPA04524			

ATTACHMENTS INSTALLED:

ACCESORIOS INSTALADOS:

Mfr. & Model or Part No.	Mfr. & Model or Part No.	Mfr. & Model or Part No.	Mfr. & Model or Part No.
Fabricante y Modelo o N/P	Fabricante y Modelo o N/P	Fabricante y Modelo o N/P	Fabricante y Modelo o N/P
Serial No. N/S	Serial No. N/S	Serial No. N/S	Serial No. N/S

GOVERNMENT 60 / 4000 PREMIER

Customer Name (Please Print)
Nombre del Cliente (con letra de imprenta)

BROWN COUNTY 4

Full Mailing Address
Dirección Completa

200 S BROADWAY ST #322, BROWNWOOD, TEXAS, 76801-3136

Country
País

Delivery service on this machine has been completed, including the following items. Check () when each item is completed.

El servicio de entrega de esta máquina se ha completado incluso los puntos siguientes. Marque () cada punto que complete.

- | | |
|---|---|
| <p><input checked="" type="checkbox"/> 1. Operation Guide delivered with machine and operating controls and warning labels explained to user.
Se entregó con la máquina la Guía de Operación y se explicó al usuario la operación de los controles y los rótulos de advertencia.</p> <p><input checked="" type="checkbox"/> 2. Maintenance Guide delivered with machine and maintenance service, fluid levels and adjustments explained to user.
Se entregó con la máquina la Guía de Conservación y se explicó al usuario el servicio de conservación, ajustes y nivel de fluidos.</p> | <p><input checked="" type="checkbox"/> 3. Parts Book delivered with machine.
Se entregó con la máquina el Catálogo de Piezas.</p> <p><input checked="" type="checkbox"/> 4. All items on Delivery Checklist have been completed.
Se hizo todo lo indicado en el Comprobante de Entrega (No. de Forma 01-085314-03).</p> |
|---|---|

User's Signature
Firma del usuario



Dir. Rep. Signature
Firma del representante
del distribuidor

Caterpillar Financial Services Corporation

Finance Proposal

CUSTOMER

Name: BROWN COUNTY

Address
 City
 State
 Zip code
 County

Good if:
 Acknowledged by Nov-12-17
 Funded by Nov-12-17

DEALER

WARREN POWER & MACHINERY, INC
 Sales person
 Dealer contact
 Telephone

Quote number 560-4001
 Fax number
 Quote date 09/13/2017
 Quote time 16:36:07

FINANCE PROPOSAL

This is Caterpillar Financial Services Corporation's confirmation of the following finance proposal. This is a proposal only and is subject to credit approval, execution of documentation, and execution and approval of the application survey.

Financing type GOVERNMENTAL
 Number of payments 5 Annual
 Payments in Arrears
 Quoted by e453a2a
 Report created by e453a2a

	Model	Ann. Hours	Qty	Sale Price	Down Payment	Amount Financed	Payment	Balloon	Fixed Rate
New	140K	800	1	251,909.38	40,000.00	212,730.83	24,423.96	128,500.00	4.2000

Special Conditions:

140K
 Model Year - 2017, Standard Environment; Major Attachments-Tires, Cab, Air Conditioning; Blades/Buckets/Rippers-Ripper, Push Plate

	Model	Insurance	Payment w/Insurance
New	140K	3,016.76	27,440.72

The estimate for insurance is provided through Caterpillar Insurance Company (Provided by Westchester Insurance Company in Rhode Island) and is not an offer to contract for insurance.

CONDITIONS

Insurance: The customer must provide evidence of physical damage and liability insurance in an amount and from an insurance carrier satisfactory to CFSC. CFSC must be named on the policies, as loss payee and additional insured, as applicable, and a certificate of insurance, in form and substance acceptable to CFSC, must be provided to CFSC.

Taxes: All taxes are the responsibility of the customer and may or may not be included in the above payment amount.

Equipment: The equipment cannot be delivered until all documents are executed by CFSC. All equipment must reside in the United States at all times.

Approval: This proposal is subject to, among other things, final pricing, credit approval and document approval by CFSC.

The terms and conditions outlined herein are not all-inclusive and are based upon information provided to date. This proposal may be withdrawn or modified by Lessor at anytime. This proposal does not represent an offer or commitment by CFSC to enter into a transaction or to provide financing, and does not create any obligation for CFSC. A commitment to enter into the transaction described herein may only be extended by CFSC after this transaction has been approved by all appropriate credit and other authorities within CFSC.

Please indicate your acceptance of this proposal by executing this proposal and returning it to my attention along with the Proposal Fee at the address below. Please be sure to indicate which financing option you have accepted.

Caterpillar Financial Services Corporation
 2120 West End Avenue, Nashville, TN 37203
 (615)-341-1000

We appreciate the opportunity to provide you a proposal for this transaction.

Proposed by:

Acknowledged by: