

# Caterpillar Financial Services Corporation

## Finance Proposal

### CUSTOMER

Name: City of Killeen - 420F2 - CVO (January Delivery)

Address .....  
City .....  
State .....  
Zip code .....  
County .....

Good if:  
Acknowledged by ..... Dec-01-18  
Funded by ..... Dec-01-18

### DEALER

HOLT TEXAS, LTD  
Sales person ..... Bryan Taylor  
Dealer contact .....  
Telephone .....

Quote number ..... 608-8976  
Fax number .....  
Quote date ..... 11/01/2018  
Quote time ..... 10:37:11

### 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 ..... CAT VALUE OPTION  
Number of payments ..... 36 Monthly  
Payments ..... in Arrears  
Purchase option ..... Stated option  
Equipment ..... Construction  
Quoted by ..... turraa  
Report created by ..... turraa

	Model	ADR Code	Ann. Hours	Qty	Amount Financed	Payment	Purchase Option
New	420F2IT	915.00	1500	1	117,175.76	2,140.20	65,520.00

Special Conditions:

420F2IT  
Model Year - 2019, Standard Environment; Major Attachments-Air Conditioning, Cab, Tires; Blades/Buckets/Rippers-Backhoe Bucket, General Purpose Bucket, Quick Coupler

	Model	Insurance	Payment w/Insurance
New	420F2IT	180.39	2,320.59

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 amounts. Under the CAT Master Tax Lease and CAT Long Term Rental Agreement, a lessee is required to indemnify the lessor for loss of tax benefits.

**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.

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:

**Caterpillar Financial Services Corporation**

**Finance Proposal**

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Caterpillar Financial Services Corporation

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City of Killeen - 420F2 - CVO (January Delivery)

Date



DATE: October 4, 2018

QUOTE #:226585-01

**CITY OF KILLEEN FLEET SERVICES**  
FRANK TYDLACKA

PO BOX 1329  
KILLEEN, TEXAS 76540-1329

**One (1) New Caterpillar Inc Model: 420F ITC4E Backhoe Loaders with all standard equipment in addition to the additional specifications listed below:**

DATE: October 4, 2018QUOTE #:Quote 226585-01

#### MACHINE SPECIFICATIONS

**STOCK NUMBER: HLK036415**

DESCRIPTION	REF.#
420F2 BHL IT, TIER 4, HRC	450-8450
STICK, EXTENDABLE, 14FT	450-8730
POWERTRAIN, 4WD, POWERSHIFT	547-6095
ENGINE, 74.5KW,C4.4 ACERT, T4F	450-8757
HYDRAULICS, MP, 6FCN/8BNK, IT	450-8533
CAB, DELUXE	450-8683
WORKLIGHTS (8) HALOGEN LAMPS	491-6734
SEAT, DELUXE FABRIC	433-4806
BELT, SEAT, 2" SUSPENSION	206-1747
AIR CONDITIONER, T4	450-8715
TIRES, 12.5 80/19.5L-24, FS	380-8961
COUNTERWEIGHT, 1015 LBS	337-9696
STABILIZER PADS, FLIP-OVER	9R-6007
INSTRUCTIONS, ANSI	430-9944
SERIALIZED TECHNICAL MEDIA KIT	421-8926
RIDE CONTROL	398-2681
COUPLING,QD,THREADED WITH CAPS	456-3390
FAN, DELUXE CAB	387-6682
PRODUCT LINK, CELLULAR, PL641I	447-0049
BATTERY, HEAVY DUTY	457-2797
PLATE GROUP - BOOM WEAR	423-7607
SECURITY SYSTEM, KEYPAD	387-6570
GUARD, STABILIZER	353-1389
CARRIAGE, FORK	6W-8832
FORK TINE, 54" X 5" X 2"	195-6939
COUPLER, PIN LOCK, BL F	544-1901
BUCKET-GP, 1.5 YD3, IT	251-1794

DESCRIPTION	REF.#
CUTTING EDGE, TWO PIECE,WIDE	9R-5320
RUST PREVENTATIVE APPLICATOR	462-1033
SHIPPING/STORAGE PROTECTION	461-6839
PACK, DOMESTIC TRUCK	0P-0210
LANE 2 ORDER	0P-9002
KIT, HYD, COMBINED, 14FT E-STK	
18" QC HD DIRT BUCKET	

**STOCK NUMBER: HLK036415**

**SOURCEWELL QUOTE CONTRACT #032515:**

SALE PRICE	\$116,573.96
EXT WARRANTY	Included
<b>TOTAL PRICE</b>	<b>\$116,573.96</b>
<hr/>	
<b>SUB TOTAL</b>	<b>\$116,573.96</b>
<b>TOTAL PURCHASE PRICE</b>	<b>\$116,573.96</b>

**WARRANTY**

Standard Warranty: 12 Month/Unlimited Hours Total Machine  
Extended Warranty: 3YR / 5000 HOUR POWERTRAIN + HYDRAULIC WARRANTY

**NOTES**

**STANDARD EQUIPMENT**

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**CONSIST NOTE**

THIS LISTING IS A GENERAL DESCRIPTION  
OF A 420F2 BACKHOE LOADER EQUIPPED WITH

THE LOWEST CHARGE ITEMS.

**BOOMS, STICKS AND LINKAGES**

14'4" Center pivot excavator style  
backhoe  
Pilot operated joystick hydraulic  
controls with pattern changer valve  
Pilot operated stabilizer controls

Boom transport lock  
Swing transport lock  
Street pads stabilizer shoes  
Anti-drift hydraulics

## POWERTRAIN

Drive-line parking brake  
High Ambient Cooling Package  
Torque converter  
Transmission--four speed synchro mesh  
with power shuttle & neutral safety

switch  
Spin-on fuel, engine oil & transmission  
oil filters  
Outboard planetary rear axles  
Open Circuit Breather

## HYDRAULICS

Load sensing, variable flow system  
with 43 gpm axial piston pump  
6 micron hydraulic filter  
O-ring face seal hydraulic fittings  
Caterpillar XT-3 hose

Hydraulic oil cooler  
Pilot control shutoff switch  
PPPC, Flow-sharing hydraulic valves  
Hydraulic suction strainer

## ELECTRICAL

12 volt electrical start  
150 ampere alternator  
Horn and Backup Alarm  
Hazard flashers/turn signals  
Halogen head lights (4)  
Halogen rear flood lights (4)  
Stop and tail lights

Audible system fault alarm  
Key start/stop system  
880 CCA maintenance free battery  
Battery disconnect switch  
External/internal power receptacles(12v)  
Diagnostic ports for engine and machine  
Electronic Control Modules

## POWERTRAIN

Differential lock  
disk brake with dual pedals & interlock  
Hydraulically boosted multi-plate wet  
indicator  
ejection system & filter condition  
integral precleaner, automatic dust  
A dry-type axial seal air cleaner with  
Eco mode

Thermal starting aid system  
Water separator with service indicator  
with Selective Catalytic Reduction(SCR)  
US EPA Tier4 Final Emissions Compliant  
with ACERT technology.  
Direct Injection Turbo Charged Engine,  
Cat C4.4, 74.5KW (Net 93HP / 69kW)

## BOOMS, STICKS AND LINKAGES

Single Tilt Loader  
Transmission neutralizer switch  
control  
Self-leveling loader with single lever  
Return-to-dig (auto bucket positioner)

Lift cylinder brace  
Bucket level indicator  
Cat Cushion Swing(tm) system  
(Boom, Stick and E-Stick)

## ELECTRICAL

Remote jump start connector

## OPERATOR ENVIRONMENT

Lighted gauge group  
Interior rearview mirror  
Rear fenders

Hand and foot throttle  
Automatic Engine Speed Control  
One Touch Low Idle

ROPS canopy  
2-inch retractable seat belt  
Tilt steering column  
Steering knob

Floor mat and Coat Strap  
Lockable storage area  
Air suspension seat

#### **OTHER STANDARD EQUIPMENT**

Hydrostatic power steering  
Standard Storage Box  
Transport tie-downs  
Ground line fill fuel tank with 44  
gallon capacity  
Ground line fill diesel exhaust fluid  
tank with 5 gallon capacity  
Rubber impact strips on radiator guards

Bumper  
CD-ROM Parts Manual  
Backhoe Safety Manual  
Operations and Maintenance Manual  
Lockable hood  
Tire Valve Stem Protection  
Long Life Coolant -30C (-20F)  
Padlocks (2 on ST, 3 on IT)



# SALES AGREEMENT

DATE Oct 16, 2018  
Agreement Number: 226585

**HOLT TEXAS LTD (HOLT), 5665 Southeast Loop 410, San Antonio, TX 78222 Phone:(800) 275-4658**

CUSTOMER <u>CITY OF KILLEEN FLEET SERVICES</u>		<u>&lt;SAME&gt;</u>	
S	STREET ADDRESS <u>PO BOX 1329</u>	S	
T	CITY/STATE <u>KILLEEN, TX</u>	H	COUNTY/COUNTRY <u>BELL, UNITED STATES</u>
L	POSTAL CODE <u>76540-1329</u>	T	PHONE NO. <u>254 634 2191</u>
D	CUSTOMER CONTACT: <u>EQUIPMENT</u>	P	<u>FRANK TYDLACKA - 254 501 7789</u>
O	<u>PRODUCT SUPPORT</u>	T	<u>FRANK TYDLACKA - 254 501 7789</u>
	INDUSTRY CODE: <u>LOCAL GOVERNMENT (PS93)</u>	O	PRINCIPAL WORK CODE _____
		F.O.B. AT: <u>Waco - Machine Division</u>	
		SHIP VIA: <u>Customer Arranged</u>	
CUSTOMER NUMBER <u>0668055</u>		Sales Tax Exemption # (if applicable) - TYPE: <u>N/A</u>	
		TX MUNICIPALITY _____	
		CUSTOMER PO NUMBER _____	LKE ( Yes / <u>No</u> )
PAYMENT TERMS: _____ (Payment Terms are subject to Finance Company – OAC approval)			
NET PAYMENT ON RECEIPT OF INVOICE <input type="checkbox"/>		NET ON DELIVERY <input type="checkbox"/>	FINANCIAL SERVICES <input checked="" type="checkbox"/> CSC <input type="checkbox"/> LEASE <input type="checkbox"/> Net 30
CASH WITH ORDER <u>N/A</u>		BALANCE TO FINANCE <u>N/A</u>	CONTRACT INTEREST RATE <u>N/A</u> RELEASE NUMBER _____
DESCRIPTION OF EQUIPMENT ORDERED / PURCHASED			
MAKE: CATERPILLAR INC		MODEL: 420F ITC4E	
ID NUMBER: HLK036415		YEAR: TBA	
		SERIAL NUMBER: TBA	
		SMU: TBA	
420F2 BHL IT, TIER 4, HRC	450-8450	RIDE CONTROL	398-2681
STICK, EXTENDABLE, 14FT	450-8730	COUPLING,QD,THREADED WITH CAPS	456-3390
POWERTRAIN, 4WD, POWERSHIFT	547-6095	FAN, DELUXE CAB	387-6682
ENGINE, 74.5KW,C4.4 ACERT, T4F	450-8757	PRODUCT LINK, CELLULAR, PL641I	447-0049
HYDRAULICS, MP, 6FCN/8BNK, IT	450-8533	BATTERY, HEAVY DUTY	457-2797
CAB, DELUXE	450-8683	PLATE GROUP - BOOM WEAR	423-7607
WORKLIGHTS (8) HALOGEN LAMPS	491-6734	SECURITY SYSTEM, KEYPAD	387-6570
SEAT, DELUXE FABRIC	433-4806	GUARD, STABILIZER	353-1389
BELT, SEAT, 2" SUSPENSION	206-1747	CARRIAGE, FORK	6W-8832
AIR CONDITIONER, T4	450-8715	FORK TINE, 54" X 5" X 2"	195-6939
TIRES, 12.5 80/19.5L-24, FS	380-8961	COUPLER, PIN LOCK, BL F	544-1901
COUNTERWEIGHT, 1015 LBS	337-9696	BUCKET-GP, 1.5 YD3, IT	251-1794
STABILIZER PADS, FLIP-OVER	9R-6007	CUTTING EDGE, TWO PIECE,WIDE	9R-5320
INSTRUCTIONS, ANSI	430-9944	RUST PREVENTATIVE APPLICATOR	462-1033
SERIALIZED TECHNICAL MEDIA KIT	421-8926	SHIPPING/STORAGE PROTECTION	461-6839
TRADE-IN EQUIPMENT		TERMS OF SALE	
MODEL: _____ YEAR: _____ SN: _____		SALE PRICE <u>\$116,573.96</u>	
PAYOUT TO: _____ AMOUNT: _____ PAID BY: _____		EXT WARRANTY <u>Included</u>	
MODEL: _____ YEAR: _____ SN: _____		SUB TOTAL <u>\$116,573.96</u>	
PAYOUT TO: _____ AMOUNT: _____ PAID BY: _____		DOCUMENT FEE <u>\$350.00</u>	
MODEL: _____ YEAR: _____ SN: _____		TOTAL PURCHASE PRICE <u>\$116,923.96</u>	
PAYOUT TO: _____ AMOUNT: _____ PAID BY: _____			
ALL TRADE-INS ARE SUBJECT TO EQUIPMENT BEING IN "AS INSPECTED CONDITION" BY HOLT AT TIME OF DELIVERY. CUSTOMER HEREBY SELLS THE TRADE-IN EQUIPMENT DESCRIBED ABOVE TO HOLT AND WARRANTS IT TO BE FREE AND CLEAR OF ALL CLAIMS, LIENS. MORTGAGES AND SECURITY INTEREST EXCEPT AS SHOWN ABOVE.			
DISCLAIMER OF WARRANTIES AND WAIVER OF CLAIMS:		EQUIPMENT WARRANTY	
HOLT IS NOT A MANUFACTURER OF THE EQUIPMENT. ALTHOUGH HOLT MAY ADMINISTER WARRANTIES ISSUED BY THE MANUFACTURER, CUSTOMER ACKNOWLEDGES AND AGREES THAT: (1) ANY EXPRESS WARRANTIES BY THE MANUFACTURER FOR THE EQUIPMENT ARE NOT THE RESPONSIBILITY OF HOLT; AND (2) THE MANUFACTURER'S WARRANTY CONTAINS LIMITATIONS AND CUSTOMER MAY INCUR CERTAIN REPAIR, TRANSPORTATION OR OTHER CHARGES BY HOLT WHICH ARE NOT COVERED BY THE MANUFACTURER'S WARRANTY.		Customer acknowledges that he has received a copy of any warranty and has read and understood said warranty. All used equipment is sold as is where is and no warranty is offered or implied except as specified herein.	
HOLT, BY VIRTUE OF HAVING SOLD THE EQUIPMENT UNDER THIS AGREEMENT, HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO CONDITION, COMPLIANCE WITH SPECIFICATIONS OR REGULATIONS, QUALITY, DURABILITY, SUITABILITY, MERCHANTABILITY, FITNESS FOR USE OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT. HOLT IS NOT LIABLE FOR ANY DAMAGES (WHETHER ORDINARY, SPECIAL OR PUNITIVE) ARISING FROM ANY FAILURE OF THE EQUIPMENT TO OPERATE OR THE FAULTY OPERATION OF THE EQUIPMENT, OR THE INSTALLATION, OPERATION, REPAIR OR USE OF THE EQUIPMENT.		12 Month/Unlimited Hours Total Machine	
OTHER TERMS AND CONDITIONS		3YR / 5000 HOUR POWERTRAIN + HYDRAULIC WARRANTY	
ADDITIONAL TERMS AND CONDITIONS SET FORTH ON THE REVERSE SIDE HEREOF OR ATTACHED HERETO (AS APPLICABLE) CONSTITUTE AN IMPORTANT PART OF THIS AGREEMENT AND ARE INCORPORATED HEREIN VERBATIM FOR ALL PURPOSES. PLEASE REVIEW SUCH OTHER TERMS AND CONDITIONS BEFORE SIGNING THIS AGREEMENT.		INITIAL _____	
THESE TERMS AND CONDITIONS SUPERSEDE ALL OTHER TERMS AND CONDITIONS PRESENTED BY OR TO CUSTOMER UNLESS PROVIDED IN A DOCUMENT SIGNED BY AN AUTHORIZED REPRESENTATIVE OF BOTH PARTIES AND CONTAINING REFERENCE TO THIS SALES ORDER AGREEMENT.		CSA: _____	
NOTES:			

**THIS AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS ATTACHED**

Date Oct 16, 2018  
Bryan Taylor(900)  
ORDER RECEIVED BY \_\_\_\_\_  
SALES MANAGER \_\_\_\_\_  
SIGNATURE \_\_\_\_\_  
TITLE \_\_\_\_\_

Date \_\_\_\_\_  
CITY OF KILLEEN FLEET SERVICES  
CUSTOMER  
By \_\_\_\_\_  
SIGNATURE \_\_\_\_\_  
TITLE \_\_\_\_\_

## **ADDITIONAL TERMS AND CONDITIONS**

**1. AGREEMENT:** This Agreement becomes binding on Holt only upon Holt's execution of this Agreement, and subject to the availability of the Equipment from the manufacturer. Customer shall inspect the Equipment immediately upon its receipt, and shall be conclusively deemed to have accepted the Equipment in good and operating condition unless the Customer promptly notifies Holt of any defects, in writing and via telephone. Holt shall have the right, at its option, to either repair or replace the Equipment, or terminate this Agreement, in which event the Equipment shall be returned to Holt. Delays in delivery shall be excused if caused by any cause beyond the reasonable control of Holt.

**2. TITLE TO EQUIPMENT:** Title to the Equipment shall pass to the Customer only upon Holt's actual receipt of funds in the total amount of the Purchase Price and other sums due to Holt hereunder.

**3. TAKEN IN TRADE:** Customer does hereby irrevocably sell, assign, transfer and convey possession, ownership and title unto Holt to the Trade-in Equipment described above. Customer warrants that it is the sole owner of the Trade-in Equipment, has full power and authority to sell the Trade-in Equipment, and that there is no lien or any encumbrance of any kind or nature against the Trade-in Equipment, of record or otherwise.

**4. TAXES:** Customer shall promptly pay all taxes, fees, transportation and other costs, assessments and all governmental charges of any kind or character, and any penalties, fines or interest thereon relating to the Equipment.

**5. CUSTOMER'S WARRANTIES AND USE:** In addition to the other warranties contained herein, Customer warrants that (i) if Customer is an entity, it is duly organized and validly existing in good standing, and (ii) is duly authorized to execute, deliver and perform under this Agreement. Customer further agrees and warrants, at its cost, that: (1) the Equipment shall at all times be used solely for Customer's business and not for personal, family, or household use, and in accordance with the use, and/or instructional materials, solely for the purpose for which it was intended; (2) only Customer's employees (who must be skilled, trained and certified to do so) shall use the Equipment. Customer hereby further agrees and warrants that (i) any payments made pursuant to this Agreement are intended by the Customer to be a contemporaneous exchange for new value given to Customer and it is a substantially contemporaneous exchange and (ii) each payment made of a debt incurred by Customer under this Agreement is in the ordinary course of business or financial affairs of Customer and Holt, and such payment was made in the ordinary course of business or financial affairs of Customer and Holt, or made according to ordinary business terms.

**6. LOSS AND DAMAGE:** Customer assumes all liability and risk of, and shall be solely responsible for, all damage and loss to the Equipment from any cause whatsoever, whether or not such loss or damage is or could have been covered by insurance. Until the Equipment is paid in full, Customer shall promptly give Holt written notice of any loss or damage and reimburse Holt for the value of the Equipment if damaged or stolen. Holt's sole responsibility for shipments shall be to deliver the Equipment to a public carrier company.

**7. SECURITY AGREEMENT:** Customer hereby grants to Holt a continuing purchase money security interest in the Equipment and any and all additions, substitutions and all proceeds thereof to secure Customer's obligations hereunder whether now existing or hereafter created and all renewals, extensions and rearrangement of such liabilities. Customer appoints Holt as Customer's irrevocable attorney-in-fact to file, at Customer's cost, any financing statement (and any amendments, renewals and related instruments) on the Equipment: (i) to perfect a security interest in the Equipment, and/or (ii) to release, terminate, and void Customer's interest in the Equipment. The date of delivery, for purposes of filing any financing statement, shall be the date on which the Equipment is put into service and "made ready" or invoiced by Holt, whichever is later.

**8. EVENTS OF DEFAULT:** The following are events of default by Customer: (1) failure to pay any amount due hereunder or otherwise; (2) Customer's ceasing to do business, becoming insolvent, taking advantage of any law for the relief of debtors or filing bankruptcy, making an assignment for the benefit of creditors; (3) when Holt deems itself insecure with respect to Customer's performance; (4) Customer fails to perform any of Customer's other obligation hereunder or otherwise; (5) Customer's representation or warranty is false or misleading.

**9. REMEDIES ON DEFAULT:** In the event of any default by Customer, Holt is entitled to any one or more of the following remedies, without any notice of default: (a) take possession of the Equipment or any other equipment, including enter premises where its located; (b) terminate this Agreement; (c) seek specific performance or injunction or recover damages; (d) stop delivery of the Equipment or any other equipment; (e) surrender any insurance policies and receive the unearned premiums; (f) without terminating this Agreement, Holt may take possession of the Equipment and sell, relet or otherwise dispose of the Equipment as a secured party under UCC and deduct all expenses, costs, reasonable attorneys fees, and other charges incurred by Holt; (g) recover deficiency from Customer; and/or (h) perform by itself, or cause performance of, Customer's obligation, at Customer's cost. In no event shall Holt be required to sell or relet the Equipment, nor required to rebate or pay back any gain or profit as a result of leasing the Equipment. Holt's remedies hereunder shall not be exclusive, but shall be cumulative and in addition to all other remedies existing at law or in equity.

**10. INDEMNITY: CUSTOMER AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS HOLT AND HOLT'S PARTNERS, EMPLOYEES, AGENTS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS FROM ANY AND ALL CLAIM, EXPENSE, CAUSE OF ACTION, DAMAGE, LIABILITY, COST, PENALTY, TAX, ASSESSMENT, CHARGE, PUNITIVE DAMAGE OR EXPENSE BY REASON OF ANY ACT OR OMISSION OF CUSTOMER OR ITS EMPLOYEES, AGENTS, CONTRACTORS, SUBCONTRACTORS, AFFILIATES OR INVITEES.**

**11. ASSIGNMENT:** HOLT may assign any of its rights and obligations hereunder without notice, including, but not limited to, assignment of the HOLT equipment sale and/or trade-in purchase rights under this Agreement to CATD Exchange Services LLC. No assignee of HOLT, including CATD Exchange Services LLC, as qualified intermediary or the assignee's officers, directors, agents, or employees, shall be obligated to perform any covenant, condition or obligation required to be performed by HOLT hereunder. However, in the event any assignee agrees to assume the obligations of HOLT, Customer agrees that HOLT shall be released from all further liability hereunder. Neither this Agreement nor any of Customer's rights hereunder shall be assignable by Customer without the prior written consent of HOLT.

**12. INSURANCE COVERAGES:** Customer shall maintain Equipment insurance and General Liability insurance, Auto Liability insurance, and Workers Compensation and Employer's Liability Insurance, each with minimum \$1,000,000 per occurrence and shall deliver to Holt a Certificate of Insurance evidencing same. Such insurance obtained by Customer shall be primary.

**13. NOTICES:** All notices hereunder shall be in writing and shall be deemed delivered if delivered personally or mailed, by certified mail, return receipt requested, to the respective addresses of the parties set forth above or any other address designated by written notice.

**14. MISCELLANEOUS:** This Agreement may only be modified by a written agreement signed by Holt. If any provision of this Agreement is hereafter held invalid or unenforceable, the remainder of the Agreement shall not be affected and the provisions are declared severable. If there is more than one Customer, the obligations of Customers hereunder are joint and several. Subject to the terms hereof, this Agreement shall be binding upon and inure to the benefit of Holt and Customer and their respective personal representatives, successors and assigns. This Agreement shall be governed by the laws of Texas, each party hereby irrevocably consents to submit to the exclusive jurisdiction of the courts of the state of Texas in either Dallas County or Bexar County, Texas. I agree and acknowledge that to the extent equipment is equipped with a telematics system (e.g., Product Link), that data concerning such equipment, including condition, and operation are being transmitted to Caterpillar Inc., and its affiliates. The full privacy statement applicable to the transfer of telematics information, including instructions on how to ask questions about telematics and how to revoke your consent, is available at: [http://www.cat.com/en\\_US/support/operations/fleet-management-solutions/product-link/caterpillar-telematicsdataprivacystatement.html](http://www.cat.com/en_US/support/operations/fleet-management-solutions/product-link/caterpillar-telematicsdataprivacystatement.html). **Right to a jury trial is hereby waived by all parties.**

**15. ARBITRATION:** Parties agree to submit to binding arbitration for any dispute arising out of or relating to this transaction. Either party may initiate arbitration which shall be conducted in accordance with commercial arbitration rules of the American Arbitration Association, in San Antonio, Bexar County, Texas. Each party shall bear its own costs and attorney's fees unless the arbitrators award such fees to a party, each party shall share equally the cost of the arbitration.



ADDENDUM TO CONTRACT FOR GOODS OR SERVICES  
(Change as needed to match the name or type of your contract)

This addendum supplements that certain Backhoe Lease-Purchase (Name of Contract), dated 11/29/18, made by and between the City of Killeen ("City") and Holt Texas, LTD ("Vendor" or whatever matches the contract).

1. **Verification by Vendor.** Vendor hereby verifies that it does not boycott Israel and will not boycott Israel during the term of this contract. Boycotting Israel is defined in Texas Government Code section 808.001 to mean refusing to deal with, terminating business activities with, or taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.
2. **Incorporation.** The provisions of this Addendum shall be incorporated into and are hereby made an essential part of the contract.
3. **Full Force and Effect.** Except as expressly modified herein, all other terms and provisions set for in the contract shall remain in full force and effect and shall not otherwise be affected by this Addendum.

The City and Vendor have duly executed this Addendum as of this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

City of Killeen

Vendor: Holt Texas, LTD.



By: \_\_\_\_\_

By: Michael Puryear  
General Counsel

Title: \_\_\_\_\_