

Derek Cooper(141)

RENTAL AGREEMENT WITH PURCHASE OPTION DATE Jun 09, 2017 Agreement Number: 194136

e-continue to the continue to	HOLI TEXAS LID (HOLI), 3302 South W. W. White	e Road, Sa	an Antonio, T	X 78220 Phone:(800)) 275-46	558		
		A TOTAL STREET	-6	and the state of t		1.00		A STATE OF THE STA	
CUSTOMER TITUS COUNTY PCT 1 COUNTY AUDITOR			<same></same>						
STREET ADDRESS 100 W 1ST ST STE 202 S									
L MOUNT INDIVIDUAL IN			14						
D POSTAL CODE 75455-4443 PHONE NO. 903 577 1121 P			-						
T CUSTOMER CONTACT: PRODUCT					_ T				
	GOVERNMENT (PS93)	PRINCIPAL WORK CODI	E		F.O.B. AT: Sul	phur St	orings - Ag		
					SHIP VIA:		, ,	1.0	
CUSTOMER 1190603 NUMBER		Sales Tax Exemption # (if applicab TX COUNTY		/A	CUSTOMER PO NUM	MBER	LKE (<u>Yes</u> / No)		
RENTAL TERMS (4 WEEK PERIODS)		BASED ON MAXIMUM USAGE OF 1 S ARE SUBJECT TO APPLICABLE		INSURANCE	PURCHASE OPTI		ASE OPTION		
RENTAL RATE: \$5,300.00	AND OTHER CHARGE	S. CUSTOMER AGREES TO PAY H	HOLT FOR	VALUE OF EQUIP	PMENT FOR INSURANCE:	_		CE: \$122,355.60	
OVERTIME RATE calculated at 160th of n Rental Rate.	monthly MINIMUM TERM.	ND RENT THE EQUIPMENT FOR AT	I LEAST	\$122,355.60		OPTION	N EXPIRES: 18 mg	nths from Rental Start Date	
MINIMUM/ MAXIMUM TERM: 0 / 36	RENTAL START DATE			INSURANCE	BINDER ATTACHED RELEASE N		SE NUMBER:	NUMBER:	
DESCRIPTION OF EQUIPMENT O	PROBRED. EQUIPMENT RECONFIG	URATION IS PROHIBITED UNLESS	WRITTEN A	PPROVAL IS OBTA	AINED FROM HOLT'S REN	TAL FLEE	T MANAGER.		
MAKE: CATERPILLAR INC	MODEL: CS54B	YEAR: 2016			EL IN: TBA	-11-5	FUEL OUT: T	BA	
STOCK NUMBER: HLK028437	SERIAL NUMBER: 0CS500315				OURS IN: TBA		HOURS OUT:		
CS54B VIBRATORY COMPACTOR		479-9022	SCRAPER	R, STEEL, FRO	ONT & REAR		40.4	360-0494	
TIRES, 23,1-26 TI 8PR		203-4717	INSTRUC	TIONS, NA PI	LATFORM			437-9888	
LIGHTS, UPGRADED		355-3056	LIGHTIN	IG, WARNING	Section 2018			355-3059	
OIL, HYDR, FACTORY FILLED	N PROPERTY OF THE PARTY OF THE	362-4940		, REARVIEW,	EXTERNAL	4:		354-5413	
SEAT BELT, 3"	No. of the state of	387-1801	GUARD,	TRANSMISSION	N			355-2660	
ENGINE, TIER 4F/STAGE 4	The Walter Street, Str	420-9150		OMESTIC TRUC				0P-0210	
CS54B VIBRATORY COMPACTOR	150839733390	433-1610		SHELL KIT	Maria La Caracteria de				
SCREEN, STANDARD	A A REPORT OF THE PARTY.	479-9014			STORTE LA COLOR				
LANE 2 ORDER		0P-9002							
PLATFORM, ROPS/FOPS		435-8035	1	18.3 499	7. 7.6 7.5 3.4				
SEAT, VINYL		356-1226							
PRODUCT LINK, CELLULAR PL6	41	454-5454	1 1700		All Control of the Co	111		-	
INSTALLATION, ROPS/FOPS		454-0250	1			-1			
SENSOR, DRIVE POWER		441-6674	111111111						
					CONTRACTOR OF THE PARTY OF THE		1	-	
FREQUENCY, FIXED	al bass	355-3542					1 21		
Loss Damage Waiver: customer Accept initia Loss Damage Waiver: customer Decline initia				A PARTY OF THE PAR	RENTAL INSTALLMENT	S	%	\$	
Statement of total charge: (For optional loss customer includes this agreement shall be \$		purchase the optional loss damage	waiver. The to	otal charged to	Rental		11.5	\$5,300.00	
Option Price does does not include	e the cost of manufacturer's extended				Sub Total			\$5,300.00	
the Option Price). If an Option Price and exp Option is not exercised on or before the Pure					Taxes		1		
at any time after the expiration of the 18 mor		er, irrita dolo diaci diori, reactives tric	e right to repla	ice the Equipment	HET Environmental Fees		0.216	\$11.45	
The following terms and conditions shall app						The state of	-		
 A. The Purchase Option is not assignable by B. HOLT shall transfer to Customer (i) any re 		rranty on the Equipment and (ii) if the	e Ontion Price	includes the cost	Total			\$5,300.00	
thereof, any remaining extended manufactur	rer's warranty on the Equipment. All si	uch warranty transfers shall be only to	o the extent th	ne warranty					
transferred is then valid and effective. C. Customer may not exercise the Purchase	Ontion at any time (i) that Customer	is in default of the performance of any	y of Customer	r'e chligatione					
under this Agreement, or (ii) Customer has n	not paid in full any open account balar	nces due HOLT.			经长一万分单				
 D. In order to exercise the Purchase Option Equipment, together with all taxes on or remaining the purchase of the p	on Customer must pay to HOLT, in	cash or certified funds, the Adjust	ted Option Pr	ice of the					
set forth above less any Base Rental Inst	allment payments made by Custom	er. Base Rental Installments will b	e applied to t	the Purchase					
Option Price at the following percentages Repairs and interest at the Prime Rate Plu	us 3%, if the option is exercised wit	thin twelve (12) months. (II) 75% of	the total pay	ments made					
(since contract inception) will apply to the option is exercised between month thirtee					Back to C. S. S.				
month nineteen (19), whereas no paymen eighteen (18) months.									
eigneen (10) months.	DISCLAIMER OF	WARRANTIES AND WAIVER OF	CLAIMS:			C TO Y	V SIA SECTION		
HOLT IS NOT A MANUFACTURER OF T	HE EQUIPMENT. ALTHOUGH HOLT	MAY ADMINISTER WARRANTIES	ISSUED BY T	HE MANUFACTUR	RER, CUSTOMER ACKNOW	VLEDGES	EQUIPMENT		
MANUFACTURER'S WARRANTY CON		ER MAY INCUR CERTAIN REPAIR,	TRANSPORT	THE RESPONSIBI TATION OR OTHER	LITY OF HOLT; AND (2) TH CHARGES BY HOLT WHI	CH ARE		knowledges that he has by of any warranty and has	
	NOT COVERED	BY THE MANUFACTURER'S WARR	RANTY.				read and und	derstood said warranty. All nt is sold as is where is and	
HOLT, BY VIRTUE OF HAVING SOLD THE EQUIPMENT UNDER THIS AGREEMENT, HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATION OR WARRANTY, EXPRESS			no warranty is	offered or implied except as					
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 WHATAS EVER EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT, HOLT IS NOT LIABLE FOR ANY DAMAGES (WHITHER PURPOSE), OR ANY OTHER WARRANTY WHATAS EVER EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT, HOLT IS NOT LIABLE FOR ANY DAMAGES (WHITHER PURPOSE). OR ANY OTHER WARRANTY WHATAS EXPLOSED FOR ANY DAMAGES (WHITHER PURPOSE). OR ANY OTHER WARRANTY WHATAS EXPLOSED FOR ANY DAMAGES (WHITHER PURPOSE). OR ANY OTHER WARRANTY WHATAS EXPLOSED FOR ANY DAMAGES (WHITHER PURPOSE). OR ANY OTHER WARRANTY WHATAS EXPLOSED FOR ANY DAMAGES (WHITHER PURPOSE). OR ANY OTHER WARRANTY WHATAS EXPLOSED FOR ANY DAMAGES (WHITHER PURPOSE). OR ANY OTHER WARRANTY WHATAS EXPLOSED FOR ANY DAMAGES (WHITHER PURPOSE). OR ANY OTHER WARRANTY WHATAS EXPLOSED FOR ANY DAMAGES (WHITHER PURPOSE). OR ANY OTHER WARRANTY WHATAS EXPLOSED FOR ANY DAMAGES (WHITHER PURPOSE). OR ANY OTHER WARRANTY WHATAS EXPLOSED FOR ANY DAMAGES (WHITHER PURPOSE). OR ANY OTHER WARRANTY WHATAS EXPLOSED FOR ANY DAMAGES (WHITHER PURPOSE). OR ANY OTHER WARRANTY WHATAS EXPLOSED FOR ANY DAMAGES (WHITHER PURPOSE). OR ANY OTHER WARRANTY WHATAS EXPLOSED FOR ANY DAMAGES (WHITHER PURPOSE). OR ANY OTHER WARRANTY WHATAS EXPLOSED FOR ANY DAMAGES (WHITHER PURPOSE). OR ANY OTHER WARRANTY WARRA									
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.									
OTHER TERMS AND CONDITIONS									
ADDITIONAL TERMS AND CONDITIONS	SET FORTH ON THE REVERSE SIL	DE HEREOF OR ATTACHED HERET	TO (AS APPLI	ICABLE) CONSTIT	UTE AN IMPORTANT PAR	OF THIS		NITIAL	
AGREEMENT AND ARE INCORPOR.	ATED HEHEIN VEHBATIM FOR ALL	AGREEMENT.	CH OTHER T	EHMS AND COND	ITIONS BEFORE SIGNING	THIS		1	
THESE TERMS AND CONDITIONS SUPERSEDE ALL OTHER TERMS AND CONDITIONS PRESENTED BY OR TO CUSTOMER UNLESS PROVIDED IN A DOCUMENT SIGNED BY			CSA:	E SAPIRATE IN THE					
AN AUTHORIZED REPRESENTATIVE OF BOTH PARTIES AND CONTAINING REFERENCE TO THIS SALES ORDER AGREEMENT.			John.	Alle Block of the					
NOTES: THIS AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS ATTACHED									
Date Jun 09, 2017	I HIS AGREEME	NI IS SUBJECT TO THE	ETERMS	AND CONDI	TIONS ATTACHE)			

SIGNATURE

ORDER RECEIVED BY

SALES MANAGER

TITUS COUNTY PCT 1 COUNTY AUDITOR

CUSTOMER

SIGNATURE

ADDITIONAL TERMS AND CONDITIONS

1. RENT AND OTHER PAYMENTS: Customer shall pay HOLT each rental installment on or before each succeeding Payment Date, without demand, deduction or offset. If Customer defaults in the payment of any sum of money to be paid under this Agreement, Customer shall pay HOLT, as additional rent, interest on such unpaid sum from its due date to the date of payment at the Maximum Rate.

2. 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 Equipment mediately upon its facely, and shall be conclusively defined 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.

3. TITLE: Title to the Equipment shall at all times remain in HOLT. Customer, at its expenses, shall protect and defend the title of HOLT and keep it free of all claims and liens. All replacements, repairs, improvements, alterations, substitutions and additions shall constitute accessions to the Equipment and title

thereto shall vest in HOLT

4. LOCATION OF EQUIPMENT: Customer shall not remove the Equipment from the location set forth on the first page of this Agreement, without HOLT's written consent. Customer represents that the Equipment will not be affixed to any real estate or other goods so as to become fixtures on such real estate

or accessions to other goods.

5. USE: Customer warrants that: (1) The Equipment will at all times be used and operated solely in the conduct of Customer's business and not for personal, family or household use, and in accordance with the operation, use and/or instructional materials supplied to Customer; (2) Customer will comply with all applicable laws, acts, rules, regulations and orders affecting the Equipment or use thereof and shall be responsible for obtaining all authorizations, licenses, and certifications to operate the Equipment; (3) the Equipment will be used solely for the purpose for which it was designed and used to provide the equipment of the equipment to th intended, and will not be abused or used beyond its rated capacity; and, (4) Customer will only allow skilled operators trained and certified in the use of the Equipment to operate the Equipment. Customer shall operate the Equipment with reasonable care and diligence and use reasonable precautions to prevent loss, damage, or injury. The Equipment is not to be used in or near salt water. Customer will pay for damages resulting from such use. Equipment that is run in sand and has excessive wear will result in additional charges to Customer.

6. REPAIRS AND MAINTENANCE: Except for repair costs covered by an express HOLT or manufacturer warranty, if any, Customer, at its expense shall: (1) keep the Equipment in good working order, (2) pay all costs, expenses, fees and charges incurred in connection with the use or operation of the Equipment including, but not limited to maintenance, storage and servicing, and pay HOLT, upon demand, its regular charges for any parts or labor furnished in making any repairs. Customer's maintenance obligations shall include, but not be limited to, the performance of all daily maintenance recommended in applicable manufacturer operation, lubrication and/or maintenance guides ("Daily Maintenance"). In connection with the performance of the Equipment are required for Daily Maintenance, Customer shall (i) utilize scheduled oil sampling from HOLT; (ii) be responsible for all cleaning of the Equipment as required for maintenance, including but not limited to removal of brush or debris from undercarriage, belly pans, radiator and engine compartment; (iii) be responsible for notifying HOLT of any unusual noises or problems with respect to the Equipment; and (iv) be responsible for making the Equipment available for

maintenance and inspection by HOLT.

7. Taxes: Customer shall pay all taxes, fees, assessments and other governmental charges of any kind or character on or relating to the Equipment.

8. LOSS AND DAMAGE: Customer assumes all 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. The Agreement shall not terminate and there shall be no abatement, reduction, suspension or deferment of Rental Installments for any reason, including damage to or loss of the Equipment. Customer shall promptly give HOLT written and telephone notice of any loss or damage, describing in detail the cause and the extent of such loss or damage. Customer shall notify appropriate law enforcement authorities within two (2) hours of discovery of theft or vandalism. HOLT shall not be liable and Customer waives any claim it might have (i) for injury to Customer's business or any loss of income therefrom; (ii) for damage to the property of Customer, or (iii) for injury to

9. INDEMNITY: CUSTOMER AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS HOLT AND HOLT'S PARTNERS, EMPLOYEES, AGENTS, REPRESENATIVES, 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.

10. Insurance: Customer agrees to provide HOLT with a certificate of insurance providing evidence of these coverages: Equipment Insurance with HOLT listed as Loss Payee, General Liability and Automobile Liability, each with limits of at least \$1,000,000 Per Occurrence, with Holt as Additional Insured, and with Waivers of Subrogation in favor of Holt, Workers Compensation including Employer's Liability with limits of at least \$1,000,000 and with Waiver of

Subrogation in favor of Holt

11. LOSS DAMAGE WAIVER ("LDW"): If HOLT offers LDW and Customer purchases the LDW, then Customer will still be required to provide all other insurance coverages as listed above. HOLT agrees that Customer's financial responsibility shall be limited to \$10,000 for costs resulting from damage, insurance coverages as listed above. HOLT agrees that Customer's financial responsibility shall be limited to \$10,000 for costs resulting from damage, loss or theft of the Equipment. The LDW shall not apply in the event of Theft unless the Customer reports the theft to appropriate law enforcement authorities within 2 hours of discovery and provides a copy of the police report to HOLT as soon as practicable. The LDW shall not apply with respect to:
(i) overturn, rollover, or upset, (ii) undercarriage wear in excess of 5% per month, (iii) rubber tire wear in excess of 5% per month, or tire cuts and abrasions, or (iv) damage, loss or theft resulting from improper or unsafe operation, improper care, improper storage, damage intentionally caused by the Customer or Customer's employees, damage that results from the Customer's willful or wanton misconduct, or improper precautions to secure the Equipment, HOLT and Customer acknowledge that nothing in this Agreement is intended to be construed as creating an insurer/insured relationship between HOLT and Customer. HOLT shall be under no obligation to accept Customer's Certificate of insurance in lieu of the LDW if provided by the Customer after the Commencement Date, and even if accepted by HOLT, Customer shall not be entitled to any refund of LDW charges accrued prior thereto.

This contract offers an optional loss damage waiver for an additional charge to cover your responsibility for loss of or damage to the heavy equipment. You do not have to purchase this coverage. Before deciding whether to purchase this loss damage waiver, you may consider whether your insurance policies afford you coverage for loss of or damage to the heavy equipment rented and the amount of the deductible you would pay under your policy.

12. EVENTS OF DEFAULT: Each of the following is an event of default under this Agreement: (1) Customer's failure to pay any Rental Installment or other course, and the proposed to the proposed t

other sum payable to HOLT or any affiliate of HOLT when due, whether such indebtedness arises hereunder or otherwise; (2) Customer's ceasing to do business as a going concern, becoming insolvent, taking advantage of any law for the relief of debtors, making an assignment for the benefit of creditors or a filing under the U.S. Bankruptcy Code by or against Customer; (3) HOLT deems the Equipment in jeopardy or feels insecure with respect to: Customer's continued ability to make payments or, the value of the Equipment; or (4) Customer fails to perform any other obligation imposed on Customer under this or any other HOLT Agreement.

13. 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.

14. ASSIGNMENT AND SUBLEASE: 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 nurchase rights under this Agreement if converted to a sale or trade-in nurchase 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. Customer agrees it will not rent or sublease any Equipment to others, without the prior, written consent of HOLT's Rental Fleet Manager. Customer shall ensure that its sub-lessees comply with all obligations of Customer in this Agreement.

ADDITIONAL TERMS AND CONDITIONS (Continued)

15 RETURN: Upon the expiration or earlier termination of this Agreement, Customer shall promptly return the Equipment to HOLT free and clear of all mortgages, liens, security interests, charges, encumbrances and claims, and in the same operating order, repair, condition and appearance as when received, ordinary wear and tear excepted. Customer shall make such return at its expense and risk, freight and insurance prepaid, to the destination specified by HOLT. In the event Customer remains in possession of the Equipment after the expiration or earlier termination hereof, Customer shall be a Lessee at Will, and all terms and conditions of the Agreement shall continue in full force and effect. If Equipment is returned dirty or damaged, Customer shall be responsible for excess cleaning and repair charges in an amount determined by HOLT.

16. CUSTOMER'S WARRANTIES: In addition to the other warranties contained herein, Customer warrants to HOLT that (i) if Customer is a corporation, limited liability company or limited partnership, Customer is duly organized and validly existing in good standing under the laws of the state in which it is organized and has duly authorized the execution, delivery and performance of this Agreement; and (ii) the Agreement has been duly and validly executed

and delivered by Customer and constitutes a valid contract which is fully enforceable against Customer according to its terms.

17. 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.

18. USURY: This Agreement is a lease, and not a financing agreement or arrangement. However, if this Agreement shall ever be determined to be a financing agreement or arrangement involving the loan of monies, this paragraph shall apply. It being the intention of the parties to strictly conform to the applicable usury laws, all agreements between the Customer and HOLT, whether now existing or hereafter arising and whether written or oral are hereby expressly limited so that in no event, whether by reason of acceleration of the maturity of the obligations secured hereby or otherwise, shall the amount paid or agreed to be paid to HOLT for the use, forbearance, or detention of money hereunder or otherwise, exceed the maximum amount permissible under applicable law. If fulfillment of any provision or of any document evidencing or securing the obligations secured hereby shall involve exceeding the limits prescribed by law, then the obligation to be fulfilled shall be reduced to the legal limit; and if HOLT shall ever receive anything of value deemed interest under applicable law which would exceed interest at the highest lawful rate, an amount equal to any excessive interest shall be applied to the reduction of the principal amount owing hereunder and not to the payment of interest, or if such excessive interest exceeds the unpaid balance of principal hereof, such excess shall be refunded to the Customer. All sums paid or agreed to be paid to HOLT for the use, forbearance, or detention of the indebtedness of the Customer to HOLT hereof shall, to the extent permitted by applicable law, be amortized, prorated, allocated, and spread throughout the full stated term of such indebtedness so that the rate of interest on account of such indebtedness is uniform throughout the term thereof.

19. MAXIMUM RATE: "Maximum Rate" shall be the lesser of: 1) 1.5% per month (18% per annum); or 2) the highest non-usurious rate of interest allowed

by Texas law.

20. 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.

Right to a jury trial is hereby waived by all parties.

21. 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.



Cat[®] CS54B

SMOOTH DRUM VIBRATORY SOIL COMPACTOR

FEATURES

The Cat® CS54B features a smooth drum and is ideally suited for granular soil applications:

- Comfortable and ergonomic operator station features pivoting seat with integrated multifunction LCD display and control console, outstanding visibility to the front and rear of machine, low sound levels and vibration for greater operator comfort and productivity.
- World-class propel system built around the exclusive Cat dual pump propel system, two pumps provide separate dedicated flow to drum drive motor and rear axle motor for exceptional gradeability and traction in forward and reverse. New electronic propel control enables more precise machine control.

Cat® C4.4 ACERT™

US EPA Tier 4 Final

- Virtually maintenance free due to maintenance-free hitch bearings and extended maintenance intervals for vibratory system and hydraulic system, providing more uptime and lower maintenance costs.
- Enhanced compaction performance due to more weight at the drum and greater amplitude. Automated propel and vibratory system functions make it easy to ensure consistent, high quality.
- Optional Cat® Compaction Control helps the operator determine when compaction has been completed to specification for greater productivity and uniform compaction quality.

Specifications

Engine Model

Emission Standards

Engine - Power Train

	EU Stage IV	
Gross Power ISO 14396	98 kW	131 hp
Displacement	4.4 L	268.5 in ³
Stroke	127 mm	5 in
Bore	105 mm	4.1 in
Max. Travel Speed (Forward or Reverse)	11 km/h	6.8 mph
Weights		
Operating Weight w/ ROPS/FOPS canopy	10 355 kg	22,822 lb
w/ padfoot shell kit	11 765 kg	25,927 lb
Operating Weight w/ ROPS/FOPS cab	10 555 kg	23,265 lb
w/ padfoot shell kit	11 965 kg	26,370 lb
Weight at Drum w/ ROPS/FOPS canopy	5785 kg	12,754 lb
w/ padfoot shell kit	7195 kg	15,855 lb
Weight at Drum w/ ROPS/FOPS cab	5880 kg	12,959 lb
w/ padfoot shell kit	7285 kg	16,058 lb

Vibratory System Specifications

Eccentric Weight Housings

Hydraulic Tank (service refill)

Axle and Final Drives

vibratory system specifications		
Frequency		
Standard	30.5 Hz	1830 vpm
During Eco-mode Operation	27.7 Hz	1664 vpm
Optional Variable Frequency	23.3-30.5 Hz	1400-1830 vpm
Nominal Amplitude @30.5 Hz (1830 vpm)	
High	1.9 mm	0.075 in
Low	0.95 mm	0.037 in
Centrifugal Force @ 30.5 Hz (1830 vpm)		
Maximum	234 kN	52,600 lb
Minimum	133 kN	29,900 lb
Static Linear Load		
w/ ROPS/FOPS	27.1 kg/cm	151.8 lbs/in
w/ ROPS/FOPS Cab	27.6 kg/cm	154.3 lbs/in
Service Refill Capacities		
Fuel Tank, total capacity	242 L	64 gal
Diesel Exhast Fluid refill capacity	19 L	5 gal
Cooling System	27.4 L	7.2 gal
Engine Oil w/ Filter	8.8 L	2.3 gal

26 L

18 L

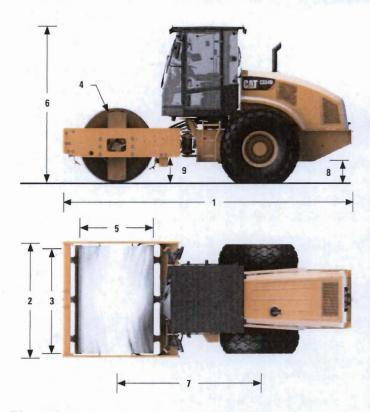
50 L



6.9 gal

4.8 gal 13.2 gal

CS54B Vibratory Soil Compactor



Dimensions

DIIIIGII210112		Spiral School
1 Overall Length	5.85 m	19.21 ft
2 Overall Width	2.30 m	7.53 ft
3 Drum Width	2134 mm	84 in
4 Drum Shell Thickness	25 mm	1 in
5 Drum Diameter	1534 mm	60.4 in
6 Overall Height		
-Cab	3.11 m	10.2 ft
-ROPS/FOPS	3.08 m	10.1 ft
7 Wheelbase	2.9 m	9.5 ft
8 Ground Clearance	442 mm	17.4 in
9 Curb Clearance	543 mm	21.4 in
Inside Turning Radius	3.68 m	12.07 ft
Hitch Articulation Angle	34°	
Hitch Oscillation Angle	15°	

STANDARD EQUIPMENT Varies by market- contact your Dealer for specifics.

ELECTRICAL

- 24 volt Electrical System
- 100 ampere Alternator
- 750 Cold-cranking Amps Battery Capacity

OPERATOR ENVIRONMENT

- ROPS/FOPS with Platform Handrails/Guardrails
- Vinyl Adjustable Pivoting Seat with Integrated Console and LCD Display
- Multifunction LCD Display with gauges and/or audible warning alarm for: Hydraulic oil temperature, Engine oil pressure, Engine coolant temperature, Alternator charge, Fuel level, Service hour meter, Engine RPM, Ground speed, Vibe frequency, Fuel rate, Air filter constriction, Engine load and Optional Cat Compaction Control
- Adjustable Tilting Steering Column with Integrated Cup Holders
- Seat Belt
- Lockable Vandalism Guard for LCD Display
- 12-volt Power Outlet
- Floor Mat
- Interior Rear View Mirror
- Horn, Backup Alarm

POWER TRAIN

- Cat® C4.4 Diesel Engine
- Three-speed Throttle Switch w/ Eco-mode, Automatic Speed Control
- Dual Propel Pumps; One for Drum Drive, One for Rear Axle
- Fuel Filter, Water Separator, Electronic Priming Pump, Water Indicator
- Tilting Radiator/Hydraulic Oil Cooler
- Dual Braking System
- Two-speed Hydrostatic Transmission

VIBRATORY SYSTEM

- Smooth Drum, Front Adjustable Steel Scraper
- Dual Amplitude, Single Frequency
- Dual Pod-Style Eccentric Weight Housings
- Auto-vibe Function

OTHER

- Hydraulic Oil Level Sight Gauge
- Radiator Coolant Level Sight Gauge
- Cat® ToughGuard™ Hose
- S.O.SSM Sampling Valves, Engine Oil and Hydraulic Oil

OPTIONAL EQUIPMENT

- ROPS/FOPS Cab with Climate Control
- Padfoot Shell Kit
- Variable Vibration Frequency
- Beacon, Rotating
- Polyurethane Drum Scrapers
- Steel Rear-side Drum Scraper
- Bio-oil Factory Fill
- Sun Visor
- Deluxe High-back Air-ride Pivoting Seat (with Cab only)
- Cat Compaction Control, Machine Drive Power or CMV or Both
- SBAS GNSS Mapping for Cat Compaction Control (RTK available)
- Upgraded Halogen Light Package
- Cab Internal Rear View Mirrors, Roll-down Sun Screen
- Product Link™

The air conditioning system on this machine contains the fluorinated greenhouse gas refrigerant R134a (Global Warming Potential = 1430). The system contains 0.8 kg of refrigerant which has a $\rm CO_2$ equivalent 1.144 metric tonne.

For more complete information on Cat products, dealer services, and industry solutions, visit us on the web at www.cat.com

QEHQ1556-02 (03-17)

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Weights and dimensions listed are approximate. Materials and specifications are subject to change without notice. Featured machines in photos may include additional equipment. See your Cat dealer for available options.

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POWERTRAIN

CAT C4.4 four cylinder, turbo-charged	Dual propel pumps - 1 for drum and		
diesel engine with glow-plug heater	1 for tires		
Dual element air cleaner	Dual braking systems (service &		
Fuel filter/water separator/electronic	parking, drum only)		
priming pump and water indicator	Two-speed hydrostatic transmission		
Three-speed throttle switch including	Limited slip differential		
ECOMODE			

ELECTRICAL

24-volt starting and charging system	(2 front-facing and 2 rear-facing)
alternator	Backup alarm and forward warning horn
(2) Maintenance free batteries -	Product Link Ready
750 CCA	Beacon Ready
Halogen working lights - canopy mounted	

OPERATOR ENVIRONMENT

ROPS/FOPS platform	-engine coolant temperature gauge
Four heavy-duty isolation mounts	-alternator charge,
Platform handrails/guardrails	-fuel level gauge,
Power steering	-service hour meter,
Adjustable tilt-steering column	-engine RPM
Adjustable, rotating suspension seat	-ground speed, vibe speed
Retractable seat belt	-fuel rate gauge
Adjustable, padded arm rest for	-engine load gauge
propel lever operation	-basic compaction measurement
On-board display with audible	Lockable, vandalism guard for
warning alarm and interface for:	on-board display
-hydraulic oil temperature gauge,	12-volt power point
-engine oil pressure gauge,	

COOLING

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

DRUMS

Smooth drum	Dual, pod-style eccentric weight
84" (2134 mm) wide x 60.4" (1534 mm)	housings
diameter	Front adjustable steel scraper
Dual amplitude with single frequency	

OTHER STANDARD EQUIPMENT

Locking composite engine enclosure	Fuel tank with lockable cap		
Sealed-for-life hitch bearings	Quick connect hydraulic pressure test		
Sight gauges:	ports		
-coolant level	SOS ports:		
-hydraulic oil level	-engine		
Hydraulic tank locking cap	-hydraulic		
Articulated frame with safety lock	-coolant		
Transport tie-down and lift points	Universal bumper		

East Texas Truck Systems 2283 Montgomery Gardens Tyler, TX 75708 US

(903) 531-9700

david@easttexastrucksystems.com www.easttexastrucksystems.com

ADDRESS

County of Titus

Estimate

SHIP TO

County of Titus

ESTIMATE #

DATE

1173

06/07/2017

SALES REP

JDR

ACTIVITY	QTY	RATE	AMOUNT
Rental2K truck Rental2000 gallon water truck rental	14	150.00	2,100.00T
Chassis: 1994 International 8100 Cummins L10 Engine 124,084 miles 10 Speed Manual Transmission 280 HP Tires 50% or Better Air Conditioning			

Start Date: June 13, 2017 End Date: June 30,2017

Does not include pickup or delivery.

SUBTOTAL

TAX (0%) TOTAL 2,100.00

\$2,100.00

Accepted By

Accepted Date

