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February 14, 2008

ORIGINAL

Mr. Oscar Garza
Procurement Specialist
County of Hidalgo
2812 So. Bus. 281 & Corner of Canton Rd.
Edinburg, TX 78539

Marty
Looks ok
Steve

Re: Amendment To Short Term Rental Agreement

Dear Mr. Garza:

Enclosed please find duplicate originals of the above-referenced Amendment that have been executed on behalf of Holt CAT.

Upon final execution by an authorized representative for the County, please return one fully executed original to me at:

Ms. Angela Graf
Contract Administrator
HOLT CAT
3302 South W. W. White Road
San Antonio, TX 78222

On behalf of HOLT CAT, we appreciate your business and look forward to meeting your service needs.

Sincerely,



Angela M. Graf
Contract Administrator

Enclosures

AMENDMENT TO SHORT TERM RENTAL AGREEMENT

This AMENDMENT is entered into as of February ____, 2008 ("Amendment") between Holt Texas LTD, a Texas limited partnership ("Lessor") and the County of Hidalgo, a _____ ("Lessee").

RECITALS

- A. WHEREAS, Lessee desires from time to time to rent equipment from Lessor;
- B. WHEREAS, Lessor and Lessee will enter into a Rental Agreement Short Term, a copy of which is attached hereto, for the rent of such equipment ("Rental Agreement");
- C. WHEREAS, Lessor and Lessee desire to amend the Rental Agreement as follows:

WITNESSETH

The following modifications are hereby adopted as part of the Agreement and are incorporated therein by reference hereto.

- 1. The Paragraph entitled "Purchase Option" shall be deleted in its entirety.
- 2. "To the extent allowed by law" shall precede the language in Article 10 Customer's Indemnities of the Other Terms and Conditions
- 3. Article 25, Arbitration, of the Other Terms and Conditions shall be deleted in its entirety
- 4. Article 27, Venue and Governing Law, shall be added to the Other Terms and Conditions as follows:

This Rental Agreement shall be construed in accordance with the laws of the State of Texas. Venue will be Hidalgo County, Texas.

It is hereby agreed that all other terms and conditions of the Rental Agreement shall remain in full force and effect.

If there is any conflict between the Rental Agreement and the terms of this Amendment, the terms of this Amendment shall prevail.

Binding Authority – Each of the persons executing this Amendment represents and warrants that he or she has full right and authority to execute this instrument on behalf of Lessor and Lessee.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be effective as of the ____ day of February, 2008.

Holt Texas LTD

By: Paul C. Hensley
Name: Paul C. Hensley
Title: Controller
Date: February 13, 2008

County of Hidalgo, Texas

By: _____
Name: _____
Title: _____
Date: _____

01/07/2008 14:41 9569681887 HOLT: PAGE 02/02

**RENTAL AGREEMENT
SHORT TERM**

01/07/2008

HOLT TEXAS, LTD. d/b/a HOLT CAT, a Texas limited partnership (the "Holt"), and Customer, as identified below, hereby enter into this Rental Agreement (the "Agreement"), under the following terms and conditions:

HOLT CAT 3302 So. W. White Rd. - 78222 P.O. Box 207916 San Antonio, TX 78220-7916		CUSTOMER: Name _____ Address _____ City, County, State, Zip _____ Customer P.O. No. _____	
Ship From _____ Approx. Ship Date _____	Account # _____ Customer is: <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Limited Liability Company	Contact Name _____ Phone - _____	
Via _____	F.O.B. _____		
Description of the Equipment covered by the Agreement (i.e., Equipment): Model Number _____ ID Number _____ Serial Number _____			
REFERENCE ATTACHMENTS DESCRIPTION REFERENCE ATTACHMENTS DESCRIPTION REFERENCE ATTACHMENTS DESCRIPTION DESCRIPTION _____			

<input type="checkbox"/> Rental <input type="checkbox"/> Demonstration Only Rental Installments The amount of each installment of rent payable hereunder by Customer ("Rental Installment") shall be the total amount set forth below: Rental Installment \$0.00 FTV \$0.00 Subtotal \$0.00 Sales Tax 0 Off Road Tax \$0.00 Other Charges \$0.00 Total \$0.00	<input type="radio"/> None <input type="radio"/> Daily <input type="radio"/> Weekly <input type="radio"/> Monthly 14% of base rental rate amount Equipment Retail Value: \$0.00 If equipment is shipped by Holt, a transportation charge of \$0.00 (each way) will be billed, plus applicable sales tax. \$0.00 To Be Determined <input type="checkbox"/> Yes <input type="checkbox"/> No If Customer accepts the FTV Waiver, Customer will be responsible for loss or damage up to \$3000.00 for fire, vandalism, collision, overturn, explosion, windstorm, hail, lightning, earthquakes, sinkhole collapse, sprinkler leakage, aircraft, riots, ocean tides, rodents, etc. or \$25,000.00 for theft and flood depending upon type of loss, as specified in the HOLT CAT FTV Waiver Guide.	FOR HOLT'S REFERENCE ONLY PWC Code # _____ Release # _____ Salesman's # _____ County Code _____ Hours Out: _____ Hours In: _____ Fuel Out: _____ Fuel In: _____ HOLT CAT machines are not to be used in or near salt water. The customer will pay for all damages resulting from such use. Machines that have run in sand and have excessive wear will be charged for the additional wear.
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OVERTIME: The above Rental payment installment is based upon a single shift rate of 8 hours a day for daily rentals, 40 hours a week for weekly rentals, and 180 hours per four week period. Customer agrees to pay overtime hours at 1/8 of daily rate, 1/40 of a 40 hour week rate, or 1/180 of a 180 hour four week period. Overtime charges provided on the invoice rate divided by the maximum hour allowed, multiplied by any excess hours accumulated.

Rental Term and Payment Dates: Rental Term: 4 4-week periods, 0 weeks, or 0 days, beginning ("Commencement Date").

Payment Dates: If the Rental Term is expressed in 4-week periods, the Payment Dates shall be the last day of each 4-week period during the Rental Term. If the Rental Term is expressed in weeks, the Payment Dates shall be the last day of each weekly period during the Rental Term. If the rental term is expressed in days, the Payment Dates shall be the Commencement Date and each succeeding day thereafter during the Rental Term.

Fire Theft and Vandalism (FTV) Waiver: If Customer initials here: _____ Customer accepts the FTV Waiver. If not initialed, the Customer declines the FTV Waiver. If Customer accepts the FTV Waiver, Customer shall pay an additional rental the amount shown above, which is based on a rate of 14% multiplied by the Equipment Rental Rate Invoiced. Customer acknowledges receipt of a copy of the HOLT CAT Fire Theft and Vandalism Waiver Guide: _____ initials

The FTV is not available for all rental transactions. Holt may refuse to offer the FTV Waiver in its sole discretion.

Insurance
 Customer acknowledges receipt of Holt's Certificate of Insurance Request Form setting out Holt's insurance requirements and agrees to provide insurance in accordance therewith: _____ initials

Purchase Option: The Equipment is subject to a purchase option by the renter, Customer herein. Should Customer choose to exercise this option, Holt shall, at that time determine the option price, as well as other applicable terms of sale.

Sales Tax Information: Customer does does not claim that the rental of the Equipment is exempt from taxation under Chapter 151 of the Texas Tax Code. The reason Customer claims such an exemption is as follows:
 If Customer claims an exemption, an Exemption Certificate conforming to applicable law must be provided upon execution hereof, and if not provided applicable sales tax will be charged.

Disclaimer of Warranties and Waiver of Claims: HOLT IS NOT A MANUFACTURER OF THE EQUIPMENT. HOLT, BY VIRTUE OF HAVING RENTED THE EQUIPMENT UNDER THIS AGREEMENT, HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO TITLE, 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, AND THE EQUIPMENT IS RENTED HEREUNDER "AS IS", WHERE IS AND SUBJECT TO ALL FAULTS. HOLT IS NOT LIABLE FOR ANY DAMAGES (WHETHER ORDINARY, SPECIAL OR PUNITIVE) CAUSED BY ANY FAILURE OF THE EQUIPMENT TO OPERATE OR THE FAULTY OPERATION OF THE EQUIPMENT. HOLT IS NOT LIABLE FOR ANY DAMAGES OR LOSSES (WHETHER ORDINARY, SPECIAL OR PUNITIVE) RESULTING FROM THE INSTALLATION, OPERATION, OR USE OF THE EQUIPMENT.

Other Terms And Conditions
 THERE ARE OTHER TERMS AND CONDITIONS WHICH ARE CONTAINED ON THE REVERSE HEREOF OR ATTACHED HERETO (AS APPLICABLE) WHICH ARE AN IMPORTANT PART OF THIS AGREEMENT. PLEASE REVIEW THE OTHER TERMS AND CONDITIONS BEFORE SIGNING THIS AGREEMENT.

HOLT: HOLT TEXAS, LTD. CUSTOMER: _____ (Name of Company)

By: _____ (signature)
 _____ (title)
 Date: _____

By: _____ (signature)
 _____ (title)
 Date: _____

delete purchase opt.

