



Maintenance Agreement

Date: Thursday, December 18, 2008 (PIII,PII,PI) PIII Plus Level UNIT OWNER CUSTOMER
Dealer: Holt Company of Texas P.O. Box 911975 Dallas, TX 75319-1975 Agreement Number: 0562650 Agreement Number: CC 349 UNIT OWNER NEW
 Customer: HIDLAGO COUNTY PCT. 4
 Address: 1102 N. DOOLITTLE RD.
 City, State, Zip: EDINBURG, TEXAS 78541 Tel: (956) 383-3112 Fax: (956) 381-5905

Agreement Type: Maintenance
 Invoicing: Per Incident

Equipment Location: HIDALGO COUNTY
 Servicing Location: Weslaco, TX
 Distance From Shop: 25 MILES ZONE 1

***Terms and Pricing for this agreement will be invalid if not signed by: 01/17/2009 (30 Days)**
***It is the Customer's responsibility to contact the Caterpillar Dealer for P.M. Service Every 250 hours.**

Termination
 Either party can terminate this agreement with a 30 days written notice and total resolutions of all unpaid debits.

Special Terms:
 Special Terms: Customer will be invoiced per incident.

Price Guarantee: Include lubricant Yes
 Coolant Type ELC COOLANT

Equipment	Length of Agreement	Cost of Agreement:								
Model	Serial	YR	HOURS	PM-1	PM-2	PM-3	PM-4	PM-5	PM-6	PER HR
330DL	MWP3300	1	2000	\$786	\$1,230	\$1,451	\$2,859			\$4.96
324DL	JJG1085	1	2000	\$698	\$1,053	\$1,365	\$2,069			\$4.17
D6N	DJA1021	1	2000	\$707	\$1,079	\$2,108	\$2,456			\$4.78
420E	PRAO799	1	2000	\$590	\$917	\$1,295	\$1,510			\$3.50
420E	PRAO798	1	2000	\$590	\$917	\$1,295	\$1,510			\$3.50
		1								

**All pricing must begin with PM-1 250 Hours Service. Any other arrangements will require special calculations by a Holt Customer Support Services Representative.*

Example of 1000 HOUR PM Schedule:
 250HR 500HR 750HR 1000HR
 PM1 PM2 PM1 PM3 PM1 PM3

Example of 2000 HOUR PM Schedule:
 250HR 500HR 750HR 1000HR 1250HR 1500HR 1750HR 2000HR
 PM1 PM2 PM1 PM3 PM1 PM2 PM1 PM4

THIS PRICES DO NOT INCLUDE VALVE ADJUSTMENT. (VALVE ADJUSTMENT AVAILABLE AT ADDITIONAL COST)
 Special Instructions:

Authorized Signature: _____
 Signed Date: _____

(See reverse side for Terms and Conditions.)

Print name: _____
 Customer Contact: Jorge Buehler
 Phone: 956 648 8733 Fax: _____
 Start Date: _____
 End Date: _____

Holt Representative: Carlos Cavazos
 Holt Representative CARLOS CAVAZOS
 Holt Representative 2 GERRY DREYER

DEALER RESPONSIBILITIES

- * Labor to perform scheduled maintenance on equipment at the location listed. Scheduled Maintenance", shall mean maintenance that is scheduled to be performed with the customer at a set hour interval according to the current appropriate operation, lubrication and/or maintenance guide.
- * Parts & Lubricants to perform maintenance on equipment as specified under agreement.
- * S.O.S. Kits, Test facility and labor to perform oil sampling.
- * Travel to and from job location for maintenance only.
- * Regular freight charges for maintenance parts.
- * Pick up and disposal of used oil, filters and coolants.
- * Note: Scheduled Maintenance does not include daily maintenance.

USERS RESPONSIBILITIES

USER WILL :

- * Operate and perform daily maintenance on equipment according to the guidelines and recommendations as specified in the appropriate current operations. Lubrication and maintenance guide. HOLT CAT will perform parts and labor for scheduled maintenance. S.O.S. will be considered part of scheduled maintenance.
- * Utilize fluids, lubricants, and filters which meet current Caterpillar specifications and at all times maintain levels as recommended by Caterpillar. Engines will require C/J4 Rater oil and transmission gear train will require TO4 rated oil.
- * Utilize scheduled oil sampling from Holt. Oil sampling will be taken at the time of scheduled maintenance at prescribed intervals. Holt will furnish S.O.S. kits.
- * Be responsible for damages, which occur as a result of fire, theft, vandalism, abuse, or accidental damage.
- * Be responsible for all premium freight charges.
- * Be responsible for all hauling to and from job location.
- * Be responsible for all cleaning of equipment as required for maintenance.
- * Be responsible for tire and tube replacement, fuel, ground engaging tools (buckets, ripper shanks, etc.), glass breakage, make up fluids, cleaning and painting.
- * Be responsible for notifying HOLT CAT of any unusual noises or problems on equipment which could damage or cause abnormal performance of equipment.
- * Be responsible for making machine available for maintenance.
- * Be responsible for annual price increases.
- * Be responsible for notifying HOLT CAT when machine is due for scheduled maintenance, as required by the operating and maintenance guide and equipment warranty guide lines, at hour intervals of every 250 operating hours.

EXCLUSIONS & LIMITATIONS

THIS AGREEMENT:

- * Does not include repairs due to damage caused from fire, windstorm, flood, rising water, lightning, theft, pilferage, vandalism, accidents, operator's negligence, environmental conditions and misuse (Using equipment for purposes other than its intended use).
- * Is non-transferable.
- * Does not cover any modification made to the equipment that is not a Caterpillar recommended modification.
- * Does not cover equipment operated at any location other than the location listed.
- * Does not cover repairs or parts that are not performed, purchased or approved by HOLT CAT.
- * Does not cover any repairs other than maintenance.
- * Does not cover travel for repairs other than maintenance.
- * Does not cover hauling.
- * Does not cover wear items such as ground engaging tools (buckets, ripper shanks, etc.), brakes, chains, bells, etc.

Limited Warranty:

Dealer warrants that the repair and maintenance services provided under this agreement to be free from defects in material and workmanship under normal use and service for a period of twelve months or 2000 service meter units following the date such services were performed, whichever comes first, for all caterpillar equipment. This warranty shall apply to Non-Caterpillar equipment for repair labor only, and Non-Caterpillar parts will follow the Original Equipment Manufacturers (OEM) warranties as stated. In the event of a breach of the foregoing warranty, the Customer's sole and exclusive remedy shall be the repair or replacement (at Dealer's option) at Dealer's expense of any defective part or parts, and the correction of any defective workmanship. Replacement parts may be new or remanufactured, at Dealer's option.

CONDITIONS AND LIMITATIONS

THIS WARRANTY IS NOT APPLICABLE TO FAILURES OR DEFECTS RESULTING FROM:

- A. The use of attachments or parts not sold and approved by Dealer or Caterpillar, Inc.; or
- B. Installation of components or other repair work not performed by Dealer; or
- C. Alteration or modifications of the Equipment by Customer in any manner which might affect the mechanical operation; or
- D. Repairs of failures caused by Customer abuse, neglect, or use of the Equipment beyond its rated capacity or other misuse; or
- E. Failure by Customer to perform its obligations under this agreement.

All repairs made by Dealer pursuant to the Warranty shall not extend any other warranty. Customer shall be responsible for giving timely notice of claims under this Warranty and shall promptly make the Equipment available for repair. This warranty is not transferable by Customer.

WITHOUT LIMITING THE FOREGOING, DEALER SHALL IN NO EVENT BE LIABLE TO THE CUSTOMER FOR DAMAGES OF ANY TYPE, WHETHER ACTUAL, SPECIAL, CONSEQUENTIAL OR INDIRECT, AS A RESULT OF A BREACH OF THE WARRANTY HEREIN PROVIDED OR AS A RESULT OF REPAIR OR MAINTENANCE SERVICES PERFORMED BY DEALER.

LIMITATION OF WARRANTY: THE PROVISIONS OF THIS EXPRESS LIMITED WARRANTY ARE DEALER'S SOLE WARRANTY. DEALER MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED. ALL IMPLIED WARRANTIES INCLUDING, WITHOUT LIMITATION, WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED BY DEALER AND EXCLUDED FROM THIS WARRANTY.

The provisions of this express limited warranty shall survive the expiration or earlier termination of this agreement.

MISCELLANEOUS

- A. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof, and supersedes all prior agreements, if any, of the parties with respect to such subject matter, and may not be amended except in a written instrument signed by both parties.
- B. The failure of any party to this agreement at any time or times to require the performance of this agreement shall in no manner affect the right to enforce same; and no waiver by any party to this agreement (or of a breach of any provision) of this agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed or construed either as a further or continuing waiver if any such provision or breach or a waiver of any other provision (or of a breach of any other provision) of this agreement.
- C. In addition, both parties agree that if legal action is instituted by either party against the other in relation to this agreement, such action will be brought in a Texas District Court for the County of Bexar or the United States District Court for the Western District of Texas, San Antonio Division, and both parties expressly consent to the subject matter personal jurisdiction and venue of such courts for purposes of such action.
- D. Time is of the essence of this Agreement.
- E. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and it shall not be necessary in making proof of this Agreement or terms to produce or account for more than one of such original counterparts.
- F. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- G. No party to this agreement shall be liable for failure to perform on its part any provision or part of this agreement when such failure is due to fire, flood, strike or other industrial disturbance, unavoidable accident, war embargo, inability to obtain materials, transportation controls, governmental actions, or other causes beyond the control of such party, for the period of delay imposed by such costs.
- H. Should any part of provision of this agreement be held unenforceable or in conflict with the law of any jurisdiction, of the remaining parts or provisions shall not be affected such holding.
- I. Any notice provided in or permitted under this agreement shall be made in writing and may be given or served by: (a) delivering the same in person to the party to be notified (b) depositing the same in the mail, postage prepaid, registered or certified with return receipt requested, and addressed to the party to be notified at the address herein specified; (c) delivering the same on a prepaid basis via an overnight courier service; or (d) sending the same by facsimile transmission, followed by delivery of a hard copy same via an overnight courier service. If notice is deposited in the mail pursuant to this paragraph, it will be deemed received on the delivery date that the U.S. Post Office stamped on the return receipt. Notice given in any other manner shall be deemed received only if and when actually received by the party to be notified. For the purpose of notice, until changed as hereinafter provided, as set forth on the signature page hereof. Each party shall have the right at any time to change its respective address and to specify as its address any other by giving at least ten days prior written notice to the other party.
- J. Services performed to equipment listed on this form will follow the guidelines recommended in the Operation and Maintenance Guide. While these performed services meet the manufacturer's specifications, only the items listed will be serviced at the intervals indicated. There may be other services required in the Operation and Maintenance Guide which are not performed under this maintenance agreement. These required services remain the responsibility of the equipment owner. Owners and Operators should always refer to the proper and current Operation and Maintenance Guide for Safe Operation and recommended Maintenance procedures before operating this equipment.

Contact Holt Cat for additional maintenance services and pricing.