

THE STATE OF TEXAS §
 §
COUNTY OF WEBB §

EQUIPMENT PURCHASE AGREEMENT

This is an AGREEMENT made and entered into by and between Webb County, Texas, a political subdivision of the State of Texas, acting through its Webb County Commissioners Court, 1000 Houston Street, Laredo, Texas 78040 (hereinafter "Buyer") and TRS Equipment, LLC, a Texas Limited Liability Company, 6880 E. Loop 1604 S, Adkin, Texas 78101 (hereinafter "Seller"), and will be effective as of the effective date as defined in Section 23 below. Buyer and Seller are known individually as "Party" and together as "Parties."

Recitals:

WHEREAS, Seller is the owner of certain compressors and other equipment as described and more fully described hereto and referred to herein as the "Equipment" and each individually referred to individually as a "Piece of Equipment"; and

WHEREAS, Buyer wished to purchase the Equipment from Seller and Seller wishes to accommodate the request of Buyer, and sell equipment, as anticipated by the terms of this Agreement.

NOW THEREFORE, for and in consideration of the mutual representations, warranties, covenants, and agreements, and upon the term sand conditions hereinafter set forth, the Parties do hereby agree as follow:

1. **Sale of the Equipment and Training.** Subject to the term and conditions of this Agreement, Seller shall sell, transfer, assign, convey, and shall deliver to Buyer, and Buyer shall purchase, acquire, and accept from Seller, the Equipment, as stated in Exhibit "A", which said Exhibit is attached hereto and made part of this Agreement, free and clear of any liens, claims or encumbrances of any third party. Seller will not provide any type of warranty or guaranty for the Equipment but does quit claim and assign to Buyer each and every warranty of any kind or character provided by a third-party manufacturer of any Piece of Equipment or any component part of the Equipment. **Seller shall deliver all of the Equipment to Buyer within sixty (60) days of the Effective Date of this Agreement ("Closing Date").** To consummate the Sale, Buyer shall tender to Seller the amounts specified in section 2 of this Agreement. Further, Seller shall provide a total of one (1) day (eight hours) for all "Hunter" Brand Equipment purchased by Buyer.

1
Equipment Purchase Agreement
TRS Equipment, LLC (Seller)

FILED July 14th 20 25@1:00pm.
MARGIE RAMIREZ IBARRA
COUNTY CLERK, WEBB COUNTY, TEXAS
BY [Signature] DEPUTY

2. **Delivery and Acceptance.** The place of delivery of the Equipment for acceptance by Buyer shall be at one of Buyer's operations yard located at 4801 Fesco Boulevard, Laredo, Texas 78043 ("Fesco Building"). **Seller agrees to order, hold, and deliver all equipment at once.** Upon acceptance by Buyer of the equipment, which acceptance shall be identified by taking possession of the equipment at Buyer's operations yard as identified in this section, such acceptance shall acknowledge that the equipment is in good order and condition and that Buyer is satisfied with same and that Seller has made no representation or warranty, expressed or implied, with respect to the equipment. Seller shall contact Webb County's Jose Luis Neira, Superintendent for the Road and Bridge Department, regarding shipping and delivery date of the equipment. Mr. Neira's contact information is (956) 523-5300. His email is jlneira@webbcountytexas.gov. Seller also agrees to install all "Hunter" equipment at Buyer's
3. **Purchase Price and Payment for the Equipment.** The aggregate purchase price for the Equipment shall be Three Hundred Sixty-Eight Thousand Four Hundred Seventy-Four Dollars Two Cents (\$368,474.02) (the "Payment"). Buyer shall pay Seller, upon execution of Agreement, an initial deposit of Thirty-Six Thousand Eight Hundred Forty-Seven Dollars Forty Cents (\$36,847.40) (the "Initial Deposit") which shall provide Buyer exclusivity to purchase the equipment listed in Exhibit "A" and shall cause the Seller to refrain from marketing such equipment during the term of this Agreement. The Initial Deposit sum shall be applied to the total purchase price at closing. The balance of the Purchase Price shall be paid to Seller in immediately available funds upon the successful delivery and acceptance of all Equipment and specifically installation of all Hunter Brand equipment specified in Exhibit "A." Seller shall invoice Buyer for all sums due under this Agreement. Further, Seller shall provide a total of one (1) day (eight hours) of training for all "Hunter" Brand Equipment to be done in coordination with Webb County's Road and Bridge Department.
4. **Representation of Seller: Seller represents to Buyer as follows:**
- (a) Seller has the requisite legal capacity, power and authority to enter into this Agreement, to consummate the transactions contemplated hereunder and to perform its obligations under this Agreement.
 - (b) This Agreement has been duly authorized, executed, and delivered by it and is a legal, valid and binding obligation, enforceable against it in accordance

with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, or similar laws.

(c) Seller does not require consent, notice, or other action by any individual, entity or governmental authority to enter into this Agreement, and the Agreement does not conflict with or result in a violation or breach of, with or without notice or lapse of time or both, this or any other agreement or create in any party the right to terminate this Agreement.

(d) Seller is not under any plan of merger, consolidation, reorganization, liquidation or dissolution or has filed or intends to file a petition in bankruptcy under any provisions of federal bankruptcy law or is aware of any involuntary filing of any bankruptcy petition against it under any similar law.

(e) As of the Closing Date, Seller shall have good and marketable title to the Equipment free and clear of any liens (statutory or otherwise), claims, or actions existing or threatened against Seller that would interfere with Seller's use or sale of the Equipment.

(f) As of the Closing Date, Seller shall have the absolute right to transfer the Equipment as provided by this Agreement, Buyer will obtain good and valid title to the Equipment free and clear of any liens or other encumbrances.

5. Representation by Buyer. Buyer represents to Seller as follows:

(a) Buyer has the requisite legal capacity, power and authority to enter in this Agreement, to consummate the transactions contemplated hereunder and to perform its obligations under this Agreement.

(b) This Agreement has been duly authorized, executed and delivered by it and is a legal, valid, and binding obligation, enforceable against it in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, or similar laws.

6. Risk of Loss and Assumption. Notwithstanding any agreement between Buyer and Seller, Seller will bear all risk of loss or damage regarding or related to the Equipment until Equipment is delivered to Buyer at Buyer's Operations Yard. Until the Equipment is delivered to Buyer's Operations Yard, Buyer shall then assume all liabilities, duties, obligations, risk of loss, claims, losses, and related responsibility of ownership, operation, use of the Equipment, and any conditions of or on the Equipment.

7. Taxes. Buyer is a body corporate and politic under the laws of the State of Texas

and claims exemption from sales and use taxes under Texas Tax Code Ann. §151.309, as amended, and the Equipment are being secured for use by Buyer. Exemption certificates will be provided to Seller upon request.

8. Further Assurances. Buyer and Seller shall take all such further actions and execute, acknowledge and deliver all such further documents that are necessary or useful in carrying out the purpose of this Agreement. So long as authorized by applicable law, Seller shall execute, acknowledge and deliver to Buyer all such other additional instruments of conveyance, assignment and transfer for the Equipment and do all such other and further acts and things as is reasonably necessary or useful to more fully and effectively assign, convey and deliver to Buyer the Equipment.
9. Seller Indemnification. Subject to the terms and conditions of this Agreement, Seller shall indemnify, defend, and hold harmless Buyer and its representatives/officers, directors, employees, agents affiliates, successors, and permitted assigns (collectively, "Indemnified Party") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, fees, and the costs of enforcing any right to indemnification under this Agreement, and the cost of pursuing any insurance providers, (collectively, "Losses"), arising out or resulting solely from breach or nonfulfillment of the warranty of title or failure to deliver the Equipment at Closing.
10. Notices. All notices or other communications required or permitted hereunder shall be in writing and shall be deemed given or delivered when delivered personally or when sent by registered or certified mail, electronic mail with confirmation of receipt or by overnight courier service addressed as follows:

If to Buyer, to:
Webb County
c/o County Judge
1000 Houston Street
Laredo, Texas 78040

If to Seller, to:
TRS Equipment, LLC
Jose Charles, President/Director
6880 E. Loop 1604 S
Adkins, Texas 78101

11. Successors and Assigns. This Agreement may be assigned by the Seller to an Affiliate of Seller, with notice and with the required consent of Buyer. This Agreement may not be otherwise assigned to a non-affiliate of Seller, except with

the written consent of the Buyer, which shall be given or withheld at the complete discretion of Buyer. If Agreement is assigned as anticipated herein, it shall be binding upon and inure to the benefit of the Parties and their successors and permitted assigns. Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer to confer upon individual or entity other than the Parties and successors and assigns permitted by this Section any right, remedy or claim under or by reason of this Agreement.

12. Entire Agreement. This Agreement, the Exhibit referred to herein and therein and the documents delivered pursuant hereto contain the entire understanding of the Parties with regard to the subject matter contained herein or therein, and supersedes all prior agreements, understandings or letters of intent between or among any of the Parties as related to the Equipment. This Agreement shall not be amended, modified, or supplemented except by a written instrument signed by an authorized representative of each of the Parties.
13. Partial Invalidity. Wherever possible, each provision hereof shall be interpreted in such manner as to be effective and valid under applicable law, but in case any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such provision shall be ineffective to the extent, but only to the extent, of such invalidity, illegality or unenforceability without invalidating the remainder of such invalid, illegal, or unenforceable provisions or any other provision hereof, unless such a construction would be unreasonable.
14. Waivers. Any term or provision of this Agreement may be waived by a Party or the Parties entitled to the benefit thereof. Any such waiver shall be validly and sufficiently authorized for the purposes of this Agreement if, as to any Party, it is authorized in writing by an authorized representative of such Party. The failure of any Party to enforce at any time any provision of this Agreement shall not be construed to be a waiver of such provision, nor in any way to affect the validity of this Agreement or any part hereof or the right of any Party thereafter to enforce each and every such provision. No waiver of any breach of this Agreement shall be held to constitute a waiver of any other or subsequent breach.
15. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws (as opposed to the conflicts of law provisions) of the State of Texas.

16. Submission to Jurisdiction. SELLER AND BUYER HEREBY IRREVOCABLY SUBMIT IN ANY ACTION, SUIT, CLAIM, INVESTIGATION, REVIEW, OR OTHER JUDICIAL OR ADMINISTRATIVE PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY TO THE JURISDICTION OF THE ANY COURT OF THE STATE OF TEXAS LOCATED IN WEBB COUNTY AND, IN EACH CASE, APPROPRIATE APPELLATE COURTS THEREFROM AND WAIVE ANY AND ALL OBJECTIONS TO JURISDICTION THAT THEY MAY HAVE UNDER THE LAWS OF THE STATE OF TEXAS OR THE UNITED STATES.
17. No Rights in Third Parties. Nothing expressed or implied in this Agreement is intended to confer upon any person, other than Seller and Buyer and their respective successors and assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.
18. Equitable Remedies. Seller acknowledges and agrees that (a) a breach or threatened breach by Seller of its obligation to deliver the Equipment after Closing would give rise to irreparable harm to the Buyer for which monetary damages would not be an adequate remedy and (b) in the event of a breach or a threatened breach by Seller of such obligation, Buyer shall, in addition to any and all other rights and remedies that may be available to Buyer at law, at equity, or otherwise in respect of such breach, be entitled to equitable relief, including a temporary restraining order, an injunction, specific performance, and any other relief that may be available from a court of competent jurisdiction, without any requirement to post a bond or other security, and without any requirement to prove actual damages or that monetary damages will not afford an adequate remedy. Seller agrees that Seller will not oppose or otherwise challenge the appropriateness of equitable relief or the entry by a court of competent jurisdiction of an order granting equitable relief, in either case, consistent with the terms of this Section.
19. Heading. The descriptive headings of the several sections of this Agreement contained herein are for convenience only and shall not affect the construction thereof.
20. Conflicts. Etc. To the extent that any conflicts exist between the provisions

of this Agreement and any assignment, assumption, release, or other instrument or document executed, acknowledged or delivered pursuant to this Agreement, the provisions of this Agreement will prevail, and the Parties shall take such steps as may be required or desirable to conform the conflicting provisions thereof to this Agreement.

21. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement and shall become binding when one or more counterparts have been signed by each of the Parties and delivered to each of the Parties. Counterparts to this Agreement may be delivered via facsimile or electronic mail. Delivery of an executed counterpart of a signature page to this Agreement shall be as effective as delivery of a manually executed counterpart of this Agreement.
22. Survival. Subject to the limitations and other provisions of this Agreement: (a) the representations and warranties of the Parties contained herein shall survive the expiration or earlier termination of this Agreement; and (b) Sections 8, 10, 16, 17 and 19 of this Agreement, as well as any other provision that, in order to give proper effect to its intent, should survive such expiration or termination, shall survive the expiration or earlier termination of this Agreement.
23. Effective Date. This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed.

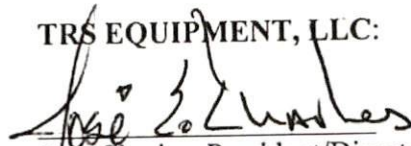
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the last date set forth below.

WEBB COUNTY:


Tano E. Tijerina
Webb County Judge

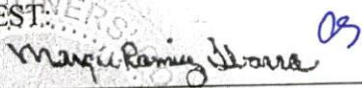
Date: 7/14/25

TRS EQUIPMENT, LLC:


Jose Charles, President/Director

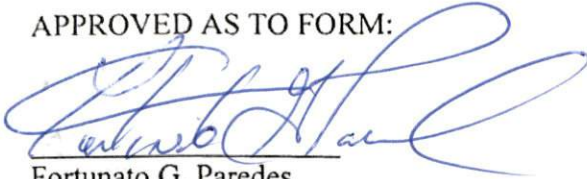
Date: 07/11/2025

ATTEST.


Hon. Margie Ramirez Ibarra

Webb County Clerk

APPROVED AS TO FORM:

A handwritten signature in blue ink, appearing to read "Fortunato G. Paredes", is written over a horizontal line.

Fortunato G. Paredes
Assistant General Counsel
Webb County Civil Legal Division

*The General Counsel, Civil Legal Division's Office, may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval and should seek review and approval of their own respective attorney(s).

EXHIBIT A

ITB 2025-009 Webb County Fesco Building Fleet Equipment

Bid Price Sheet Form A

DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
CHAMPION/GARDENER DENVER 50 HP ROTARY SCREW AIR COMPRESSOR	1	\$24,266.54	\$24,266.54
CHAMPION AIR COMPRESSOR DRYER W FILTERATION PACKAGE	1	\$8,279.56	\$8,279.56
12,000 LB 2 POST LIFT WITH 3 STAGE FRONT AND REAR ARMS	7	\$10,547.89	\$73,835.23
R134 FREON RECOVER, RECYCLE, & RECHARGE MACHINE	1	\$4,666.67	\$4,666.67
R1234 FREON RECOVER, RECYCLE & RECHARGE MACHINE	1	\$6,355.55	\$6,355.55
3/8" X 50' AIR HOSE REELS	10	\$212.15	\$2,121.50
50 TON SHOP PRESS	1	\$3,577.64	\$3,577.64
18' INDUSTRIAL FAN WITH 10' EXTENSION	3	\$5,926.41	\$17,779.23
1" HEAVY DUTY AIR IMPACT WRENCH	1	\$491.89	\$491.89
3/4" SUPER DUTY AIR IMPACT WRENCH	1	\$636.67	\$636.67
1/2" SUPER DUTY AIR IMPACT WRENCH	1	\$167.21	\$167.21
3 TON FLOOR JACK & STANDS	3	\$369.13	\$1,107.39
Hunter TCX535PHD Heavy Duty Truck Tire Changer Plus Suited for over-the-road truck tires from 14.5" to 24.5" Tulip clamping	1	\$22,567.06	\$22,567.06
Hunter HDE32 Heavy Duty Elite Balancer with No touch Laser System and TDC Laser	1	\$20,102.91	\$20,102.91
Hunter 20-2765-1 BullsEye collet kit and, front mounted storage for Touch balancers - Incl BullsEye collets, offset spacer 20-2711-1, 6" cup 175-392-1, storage 56-70-2, and bracket 14- 1470-005. incl. w/ RFE, compatible with SWT, HDE SWHN & SWE, NOT compatible with SWP	1	\$951.07	\$951.07
Hunter 20-3116-1 Medium duty collet kit provides broad coverage for most medium duty applications. Does not handle the large 8 Jug/ 8.7" bore found on some medium duty trucks. 20-31 55- 1 covers that application and includes 20-3116-1. Includes application chart.	1	\$1,762.27	\$1,762.27
Hunter 20-2761.2 KIT-ADAPTOR-TRUCK ECO	1	\$1,411.96	\$1,411.96
Hunter 20-1207-1 Truck Cone Kit, Extra Large Truck Cone 192-92-2 and Plastic Spacer Ring 46- 309- 2	1	\$213.30	\$213.30
Hunter TCX53EPLS Performance Table-Top Tire Changer	1	\$10,292.41	\$10,292.41
Hunter L451LT-1S Heavy Duty 4-Post Rack, Long Deck (Fits Long Wheelbase Dually Pickups)	1	\$43,777.19	\$43,777.19
Hunter 20-2993-1 L45x 4-Post Lift LED Lighting Kit - Illuminates front and rear of vehicle. Turns on/off automatically as rack is raised/	1	\$1,398.63	\$1,398.63
Hunter L494HDPS Heavy Duty 4 Post Lift - 35,000 lb Capacity Includes 20-3733-1 FIA Turnplate Kit 2 PowerSlide Turnplates and	1	\$85,007.84	\$85,007.84
Hunter 20-3790-1 L494HD Approach Ramp Extension	1	\$3,588.98	\$3,588.98
Hunter 133-92-2 HD Scissor Jack	2	\$11,707.56	\$23,415.12
Hunter 20-3745-1 Alignlights Kit for L494HD	1	\$1,384.32	\$1,384.32
Equipment Training Price- Includes 1 day of training a total of 8hours for all Hunter Equipment Only	1	\$1,010.00	\$1,010.00
Only Hunter Equipment Includes Installation.		SUBTOTAL	\$360,168.14
Please list warranties for all equipment. (All Warranty is directly with the Manufacturer)If pricing from a state or national cooperative agreement, please provide CO-OP Name and contract number on the proposal. Participating vendors must price all items, partial bids will not be accepted.		FREIGHT	\$8,305.88
		TOTAL	\$368,474.02