

RESOLUTION IN SUPPORT OF THE SHERIFF IMMIGRATION LAW ENFORCEMENT GRANT PROGRAM-SENATE BILL 8 APPLICATION

WHEREAS, Senate Bill 8 (SB 8), as codified in Texas Government Code Chapter 753 by the 89th Texas Legislature, establishes a Sheriff Immigration Law Enforcement Grant Program SB 8 administered by the Texas Comptroller's Office to provide grants to county sheriffs who have entered into certain immigration law enforcement agreements with the United States Immigration and Customs Enforcement agency of the Department of Homeland Security; and,

WHEREAS, Texas Government Code §753.051 mandates that any county sheriff that operates a jail or contracts with a private vendor to operate a jail must request and enter into an immigration law enforcement agreement with the United States Immigration and Customs Enforcement agency; and,

WHEREAS, Texas Government Code §753.053 mandates that a county sheriff who enters into a immigration law enforcement agreement must allocate the necessary resources, including personnel and funding, to properly implement the objectives of the law enforcement agreement; and,

WHEREAS, the Texas Attorney General may bring a legal action against any sheriff who fails to comply with Texas Government Code Chapter 753; and,

WHEREAS, the Sheriff of Bowie County has entered into two law enforcement agreements that are eligible for the Sheriff Immigration Law Enforcement Grant Program SB 8 as set forth under Texas Government Code Chapter 753; and,

WHEREAS, the law enforcement agreement between the Bowie County Sheriff's Office and the U.S. Immigration and Customs Enforcement agency is the *Memorandum of Agreement Warrant Service Officer Program*, which was each fully executed on October 17, 2025, and is attached hereto respectively as Exhibits A and,

WHEREAS, the Bowie County Commissioners Court finds it in the best interest of the citizens of Bowie County, Texas, that the Sheriff's Office submit its application for grant funding from the Sheriff Immigration Law Enforcement Grant Program SB 8 for the fiscal years FY2026-FY2027; and

NOW THEREFORE, BE IT RESOLVED that the Bowie County Commissioners Court approves submission of the grant application for the Sheriff Immigration Law Enforcement Grant Program-Senate Bill 8 to the Texas Comptroller's Office; and,

BE IT FURTHER RESOLVED that the Bowie County Commissioners Court has not and will not reduce the amount of funds provided to the Sheriff's Office because of grant funds provided by SB 8, as required by the Texas Comptroller's Office.

Approved by the Commissioners Court of Bowie County on the ____ day of March 2026, duly put and carried.

Attest:

Hon. Bobby Howell, County Judge

Tina Petty, County Clerk

See Attached Exhibit.

EXHIBIT A
MEMORANDUM OF AGREEMENT
287 (g) WARRANT SERVICE OFFICER PROGRAM

MEMORANDUM OF AGREEMENT

Warrant Service Officer Program

I. PARTIES

This Memorandum of Agreement (MOA) constitutes an agreement between U.S. Immigration and Customs Enforcement (ICE), a component of the Department of Homeland Security (DHS), and the Bowie County Sheriff's Office Texas, hereinafter the law enforcement agency (LEA), pursuant to which ICE delegates to nominated, trained, certified, and authorized LEA personnel the authority to perform certain immigration enforcement functions as specified herein. The LEA and ICE enter into this MOA in good faith and agree to abide by the terms and conditions contained herein.

II. PURPOSE

The purpose of this collaboration is to promote public safety by facilitating the custodial transfer of specific aliens in LEA jail/correctional facilities to ICE for removal purposes at the time of the alien's scheduled release from criminal custody. This MOA sets forth the terms and conditions pursuant to which selected LEA personnel (participating LEA personnel) will be nominated, trained, and approved by ICE to perform certain limited functions of an immigration officer within the LEA's jail/correctional facilities. Nothing contained herein shall otherwise limit the jurisdiction and powers normally possessed by participating LEA personnel as members of the LEA. However, the exercise of the immigration enforcement authority delegated under this MOA to participating LEA personnel shall occur only as provided in this MOA.

III. AUTHORITY

Section 287(g) of the Immigration and Nationality Act (INA), 8 U.S.C. § 1357(g) (1996), as amended by the Homeland Security Act of 2002, Pub. L. No. 107-296, authorizes the Secretary of DHS to enter into written agreements with a State or any political subdivision of a State so that qualified personnel can perform certain functions of an immigration officer. Such authority has been delegated by the Secretary to ICE, and this MOA constitutes such a written agreement.

IV. RESPONSIBILITIES

The LEA is expected to pursue to completion all criminal charges that caused the alien to be taken into custody and over which it has jurisdiction. ICE will assume custody of an alien only after said individual has been released from LEA custody.

A. DESIGNATION OF AUTHORIZED FUNCTIONS

Approved participating LEA personnel will be authorized to perform only those immigration officer functions set forth in the Standard Operating Procedures (SOP) in Appendix A.

B. NOMINATION OF PERSONNEL

The LEA will use due diligence to screen and nominate candidates for ICE training and approval under this MOA. All candidates must be United States citizens, have knowledge of and have enforced laws and regulations pertinent to their law enforcement activities and their jurisdictions, and have been trained on maintaining the security of LEA facilities, and have enforced rules and regulations governing inmate accountability and conduct.

ICE reserves the right to conduct an independent background check for each candidate. This background check requires all candidates to complete a background questionnaire. The questionnaire requires, but is not limited to, the submission of fingerprints, a personal history questionnaire, and the candidate's disciplinary history (including allegations of excessive force or discriminatory action). ICE reserves the right to query any and all national and international law enforcement databases to evaluate a candidate's suitability to participate in the enforcement of immigration authorities under this MOA. Upon request by ICE, the LEA will provide continuous access to disciplinary records of all candidates along with a written authorization by the candidate allowing ICE to have access to his or her disciplinary records.

Any expansion in the number of participating LEA personnel or scheduling of additional training classes is subject to all the requirements of this MOA and the accompanying SOP.

C. TRAINING OF PERSONNEL

Before participating LEA personnel receive authorization to perform immigration officer functions under this MOA, they must successfully complete initial training provided by ICE on relevant administrative, legal, and operational issues tailored to the immigration enforcement functions to be performed.

Each LEA nominee must pass a final examination with a minimum score of 70 percent to receive certification. If an LEA nominee fails to attain a 70-percent rating on the examination, he or she will have one opportunity to review the testing material and re-take a similar examination. Failure to achieve a 70-percent rating upon retaking the final examination will result in the disqualification of the LEA nominee and discharge of the nominee from training.

ICE will review the training requirements annually, reserves the right to amend them, and may require additional training as needed.

D. CERTIFICATION AND AUTHORIZATION

Upon successful completion of initial training, LEA personnel shall be deemed "certified" under this MOA.

ICE will certify in writing the names of those LEA personnel who successfully complete training and pass all required test(s). Upon receipt of the certification, the ICE Field Office Director (FOD) will provide the participating LEA personnel a signed authorization letter allowing the named LEA personnel to perform specified functions of an immigration officer. ICE will also provide a copy of the authorization letter to the LEA. ICE will also execute ICE Form 70-006, Designated Immigration Officer. Only those certified LEA personnel who receive authorization letters and ICE Form 70-006 issued by ICE and whose immigration enforcement efforts are overseen by ICE may conduct immigration officer functions described in this MOA.

Along with the authorization letter and ICE Form 70-006, ICE will issue the certified LEA personnel official immigration officer credentials. Participating LEA personnel shall carry their ICE-issued credentials while performing immigration officer functions under this MOA. Such credentials provided by ICE shall remain the property of ICE and shall be returned to ICE upon termination of this agreement, when a participating LEA employee ceases his/her participation, or when deemed necessary by the FOD.

Authorization of participating LEA personnel to act pursuant to this MOA may be withdrawn at any time and for any reason by ICE and must be memorialized in a written notice of withdrawal identifying an effective date of withdrawal and the personnel to whom the withdrawal pertains.

Such withdrawal may be effectuated immediately upon notice to the LEA. The LEA and the FOD will be responsible for notification of the appropriate personnel in their respective agencies. The termination of this MOA shall constitute immediate revocation of all immigration enforcement authorizations delegated hereunder.

The LEA will make every attempt, where practicable, to provide ICE with a 90-day notice if participating LEA personnel cease their participation in the program, so that appropriate action can be taken in accordance with ICE policies, including inventorying and retrieval of credentials, and training replacement personnel as needed.

E. COSTS AND EXPENDITURES

The LEA is responsible for personnel expenses, including, but not limited to, salaries and benefits, local transportation, and official issue material. ICE will provide instructors and training materials. The LEA is responsible for the salaries and benefits, including any overtime, of all of its personnel being trained or performing duties under this MOA and of those personnel performing the regular functions of the participating LEA personnel while they are receiving training. The LEA will cover the costs of all LEA personnel's travel, housing, and per diem affiliated with the training required for participation in this MOA. ICE is responsible for the salaries and benefits of all of its personnel, including instructors and supervisors.

If ICE determines the training provides a direct service for the Government and it is in the best interest of the Government, the Government may issue travel orders to selected personnel and reimburse travel, housing, and per diem expenses only. The LEA remains responsible for paying salaries and benefits of the selected personnel.

The LEA is responsible for providing all administrative supplies (e.g. printer toner) necessary for normal office operations. The LEA is also responsible for providing the necessary security equipment, such as handcuffs, leg restraints, etc.

F. ICE SUPERVISION

Immigration enforcement activities conducted by participating LEA personnel will be supervised and directed by ICE. Participating LEA personnel are not authorized to perform immigration officer functions except when working under the supervision or direction of ICE. Additional supervisory and administrative responsibilities are specified in Appendix A.

The actions of participating LEA personnel will be reviewed by ICE officers on an ongoing basis to ensure compliance with the requirements of the immigration laws and procedures and to assess the need for individual training or guidance.

For purposes of this MOA, ICE officers will provide supervision of participating LEA personnel only to immigration enforcement functions as authorized in this MOA. The LEA retains supervision of all other aspects of the employment of and performance of duties by participating LEA personnel.

In the absence of a written agreement to the contrary, the policies and procedures to be utilized by the participating LEA personnel in exercising these delegated authorities under this MOA shall be DHS and ICE policies and procedures. ICE is responsible for providing the LEA with the

applicable DHS and ICE policies. However, when engaged in immigration enforcement activities, no participating LEA personnel will be expected or required to violate or otherwise fail to maintain the LEA's rules, standards, or policies, or be required to fail to abide by restrictions or limitations as may otherwise be imposed by law.

If a conflict arises between an order or direction of an ICE officer or a DHS or ICE policy and the LEA's rules, standards, or policies, the conflict shall be promptly reported to the points of contact in Section VII. who shall attempt to resolve the conflict.

G. INTERPRETATION SERVICES

Participating LEA personnel will provide an opportunity for aliens with limited English language proficiency to request an interpreter. Qualified foreign language interpreters will be provided by the LEA, as needed.

The LEA will maintain a list of qualified interpreters or companies it contracts with to provide such interpreters. A qualified interpreter, which may include LEA personnel, means an interpreter who can interpret effectively, accurately, and impartially, using any specialized vocabulary. If an interpreter is used when a designated officer is performing functions under this MOA, the interpreter must be identified, by name, in records by annotating on the Warrant for Arrest of Alien or the Warrant of Removal/Deportation.

H. LIABILITY AND RESPONSIBILITY

Except as otherwise noted in this MOA or allowed by Federal law, and to the extent required by 8 U.S.C. § 1357(g)(7) and (8), the LEA will be responsible and bear the costs of participating LEA personnel with regard to their property or personal expenses incurred by reason of death, injury, or incidents giving rise to liability.

Participating LEA personnel will be treated as Federal employees only for purposes of the Federal Tort Claims Act, 28 U.S.C. § 1346(b)(1), 2671-2680, and worker's compensation claims, 5 U.S.C. § 8101 et seq., when performing a function on behalf of ICE as authorized by this MOA. *See* 8 U.S.C. § 1357(g)(7); 28 U.S.C. § 2671. In addition, it is the understanding of the parties to this MOA that participating LEA personnel will enjoy the same defenses and immunities from personal liability for their in-scope acts that are available to ICE officers based on actions conducted in compliance with this MOA. *See* 8 U.S.C. § 1357(g)(8).

Participating LEA personnel named as personal-capacity defendants in litigation arising from activities carried out under this MOA may request representation by the U.S. Department of Justice. *See* 28 C.F.R. § 50.15. Absent exceptional circumstances, such requests must be made in writing. LEA personnel who wish to submit a request for representation shall notify the ICE Office of the Principal Legal Advisor (OPLA) in writing at OPLA-DCLD-TortClaims@ice.dhs.gov. ICE OPLA will then assist LEA personnel with the request for representation, including the appropriate forms and instructions. Unless OPLA concludes that representation clearly is unwarranted, it will forward the request for representation, any supporting documentation, and an advisory statement opining whether: 1) the requesting individual was acting within the scope of his/her authority under 8 U.S.C. § 1357(g); and, 2) such representation would be in the interest of the United States, to the Director of the Constitutional and Specialized Tort Litigation Section, Civil Division, Department of Justice (DOJ). Representation is granted at the discretion of DOJ; it is not an entitlement. *See* 28 C.F.R. § 50.15.

The LEA agrees to cooperate with any Federal investigation related to this MOA to the full extent of its available powers, including providing access to appropriate databases, personnel, individuals in custody and documents. Failure to do so may result in the termination of this MOA. Failure of any participating LEA employee to cooperate in any Federal investigation related to this MOA may result in revocation of such individual's authority provided under this MOA. The LEA agrees to cooperate with Federal personnel conducting reviews to ensure compliance with the terms of this MOA and to provide access to appropriate databases, personnel, and documents necessary to complete such compliance review. It is understood that information provided by any LEA personnel under threat of disciplinary action in an administrative investigation cannot be used against that individual in subsequent criminal proceedings, consistent with *Garrity v. New Jersey*, 385 U.S. 493 (1967), and its progeny.

As the activities of participating LEA personnel under this MOA are undertaken under Federal authority, the participating LEA personnel will comply with Federal standards and guidelines relating to the Supreme Court's decision in *Giglio v. United States*, 405 U.S. 150 (1972), and its progeny, which govern the disclosure of potential impeachment information about possible witnesses or affiants in a criminal case or investigation.

The LEA and ICE are each responsible for compliance with the Privacy Act of 1974, 5 U.S.C. §552a, DHS Privacy Act regulations, 6 C.F.R. §§ 5.20-5.36, as applicable, and related system of records notices with regard to data collection and use of information under this MOA.

I. CIVIL RIGHTS STANDARDS

Participating LEA personnel are bound by all Federal civil rights laws, regulations, and guidance relating to non-discrimination, including the U.S. Department of Justice "Guidance for Federal Law Enforcement Agencies Regarding the Use of Race, Ethnicity, Gender, National Origin, Religion, Sexual Orientation, or Gender Identity," dated December 2014, , Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000 et seq., which prohibits discrimination based upon race, color, or national origin (including limited English proficiency) in any program or activity receiving Federal financial assistance, Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination based on disability and requires the LEA to provide effective communication to individuals with disabilities, and Title II of the Americans with Disabilities Act of 1990, which also prohibits discrimination based on disability and requires the LEA to provide effective communication to individuals with disabilities.

V. REPORTING AND DOCUMENTATION

A. COMPLAINT PROCEDURES

The complaint reporting procedure for allegations of misconduct by participating LEA personnel, including activities undertaken under the authority of this MOA, is included in Appendix B.

B. COMMUNICATION

The FOD (or the FOD's management representative) and the LEA shall make every effort to meet at least annually to ensure compliance with the terms of this MOA. When necessary, ICE and the LEA may limit the participation of these meetings in regard to non-law enforcement personnel. The attendees will meet at locations to be agreed upon by the parties, or via teleconference. An initial review meeting between ICE and the LEA should be held within approximately 12 months of the MOAs operational date.

C. RELEASE OF INFORMATION TO THIRD PARTIES

The LEA may, at its discretion, communicate the substance of this agreement to organizations and groups expressing an interest in the law enforcement activities to be engaged in under this MOA. It is the practice of ICE to provide a copy of this MOA, only after it has been signed, to requesting media outlets; the LEA is authorized to do the same.

The LEA hereby agrees to coordinate with ICE prior to releasing any information relating to, or exchanged under, this MOA. For releases of information to the media, the LEA must coordinate in advance of release with the ICE Office of Public Affairs, which will consult the ICE Privacy Office for approval prior to any release. The points of contact for ICE and the LEA for this purpose are identified in Appendix C. For releases of information to all other parties, the LEA must coordinate in advance of release with the FOD or the FOD's representative.

Information obtained or developed as a result of this MOA, including any documents created by the LEA that contain information developed or obtained as a result of this MOA, is under the control of ICE and shall not be disclosed unless: 1) permitted by applicable laws, regulations, or executive orders; and 2) the LEA has coordinated in advance of release with (a) the ICE Office of Public Affairs, which will consult the ICE Privacy Office for approval, prior to any release to the media, or (b) an ICE officer prior to releases to all other parties. LEA questions regarding the applicability of this section to requests for the release of information shall be directed to an ICE officer.

Nothing herein limits LEA's compliance with state public records laws regarding those records that are solely state records and not ICE records.

VI. MODIFICATIONS TO THIS MOA

Modifications to this MOA must be proposed in writing and approved and signed by both parties. Modification to Appendix A shall be done in accordance with the procedures outlined in the SOP.

VII. POINTS OF CONTACT

ICE and the LEA points of contact (POCs) for purposes of this MOA are:
For the LEA: Sheriff, Bowie County Sheriff's Office
For ICE: Dallas Field Office Director

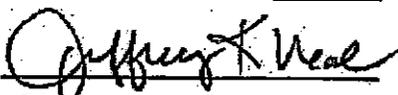
VIII. EFFECTIVE DATE AND TERMINATION OF THIS MOA

This MOA becomes effective upon signature of both parties and will remain in effect until either party, upon 90-day written notice to the other party, provides notice of termination or suspension of the MOA. A termination or suspension notice by ICE shall be delivered personally or by certified or registered mail to the LEA and termination or suspension shall take effect 90-days after receipt of such notice, unless exigent circumstances involving public safety dictate otherwise. Notice of termination or suspension by the LEA shall be given to the FOD and termination or suspension shall take effect 90-days after receipt of such notice, unless exigent circumstances involving public safety dictate otherwise.

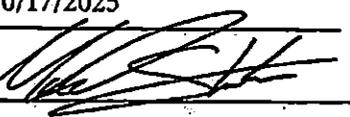
This MOA does not, is not intended to, shall not be construed to, and may not be relied upon to create any rights, substantive or procedural, enforceable at law by any person in any matter, civil or criminal.

By signing this MOA, each party represents it is fully authorized to enter into this MOA, accepts the terms, responsibilities, obligations, and limitations of this MOA, and agrees to be bound thereto to the fullest extent allowed by law.

For the LEA:

Date: 8-25-2025
Signature: 
Name: Jeffrey K. Neal
Title: Sheriff
Agency: Bowie County Sheriff's Office

For ICE:

Date: 10/17/2025
Signature: 
Name: Madison Sheahan
Title: Deputy Director
Agency: U.S. Immigration and Customs Enforcement
Department of Homeland Security

APPENDIX A

STANDARD OPERATING PROCEDURES (SOP)

The purpose of this appendix is to establish standard, uniform procedures for the implementation and oversight of the program within the FOD area of responsibility. This appendix can be modified only in writing and by mutual acceptance of ICE and the LEA.

Pursuant to this MOA, the LEA has been delegated authorities as outlined below. This MOA is designed to facilitate the custodial transfer of designated aliens in LEA's jail/correctional facilities to ICE within 48 hours of alien's release from criminal custody.

Authorized Functions:

Participating LEA personnel are delegated only the following authorities listed below:

- The power and authority to serve and execute warrants of arrest for immigration violations, 8 U.S.C. § 1357(a) and 8 C.F.R. § 287.5(e)(3), on designated aliens in LEA jail/correctional facilities at the time of the alien's scheduled release from criminal custody in order to transfer custody of the alien to ICE;
 - Upon transfer of the alien's custody to ICE, the alien will continue to be held in the LEA's jail/correctional facilities for no more than 48 hours unless there exists an agreement pursuant to which the LEA will continue to detain, for a reimbursable fee, aliens for immigration purposes. In the absence of an agreement, if the alien is not transferred to an ICE field office or an immigration detention facility within 48 hours, the alien shall be released from the LEA jail/correctional facility.
- The power and authority to serve warrants of removal, 8 U.S.C. § 1357(a) and 8 C.F.R. §§ 241.2(b)(2), 287.5(e)(3), on designated aliens in LEA jail/correctional facilities at the time of the alien's scheduled release from criminal custody that executes the custodial transfer of the alien to ICE for removal purposes;
 - Upon transfer of the alien's custody to ICE, the alien will continue to be held in the LEA's jail/correctional facilities for no more than 48 hours unless there exists an agreement pursuant to which the LEA will continue to detain, for a reimbursable fee, aliens for immigration purposes. In the absence of an agreement, if the alien is not transferred to an ICE field office or an immigration detention facility within 48 hours, the alien shall be released from the LEA jail/correctional facility.

and

- The power and authority to detain and transport, 8 U.S.C. § 1357(g)(1) and 8 C.F.R. § 287.5(c)(6), any aliens arrested pursuant to the immigration laws, to ICE-approved detention facilities.
 - Only upon a request of an ICE officer authorizing such action may participating LEA personnel transport the alien(s) to an ICE-approved detention facility for immigration purposes, and only participating LEA personnel whose ICE Form 70-006 authorizes such action and who are authorized by their LEA to conduct transport operations, may conduct such action.

Additional Supervisory and Administrative Responsibilities:

The above immigration enforcement functions conducted by the participating LEA personnel will be supervised and directed by ICE. Participating LEA personnel are not authorized to perform immigration officer functions except when working under the supervision or direction of ICE. Additional supervisory and administrative responsibilities for each entity include, but are not limited to:

- The LEA shall provide notification to the ICE officer immediately after participating LEA personnel serve any warrant of arrest or warrant of removal that executes the custodial transfer of the alien to ICE for removal purposes, in a manner mutually agreed upon by the LEA and the FOD.
- Participating LEA personnel must report all encounters with asserted or suspected claims of U.S. citizenship to ICE immediately, but generally within one hour of the claim.

APPENDIX B

COMPLAINT PROCEDURE

The training, supervision, and performance of participating LEA personnel pursuant to the MOA, as well as the protections for U.S. citizens' and aliens' civil and constitutional rights, are to be monitored. Part of that monitoring will be accomplished through the complaint reporting and resolution procedures, which the parties to the MOA have agreed to follow.

If any participating LEA personnel are the subject of a complaint or allegation involving the violation of the terms of this MOA or a complaint or allegation of any sort that may result in that individual receiving professional discipline or becoming the subject of a criminal investigation or civil lawsuit, the LEA shall, to the extent allowed by State law, make timely notification to an ICE officer within 48 hours, excluding weekends, of the existence and nature of the complaint or allegation. The results of any internal investigation or inquiry connected to the complaint or allegation and the resolution of the complaint shall also be reported to an ICE officer, as established by ICE. It is the responsibility of the ICE officer to ensure notification is made to the ICE Office of Professional Responsibility (OPR) at ICEOPRIntake@ice.dhs.gov.

The LEA will also handle complaints filed against LEA personnel who are not designated and certified pursuant to this MOA but are acting in immigration functions in violation of this MOA. Any such complaints regarding non-designated LEA personnel acting in immigration functions must be forwarded to the ICE officer within 48 hours of the LEA receiving notice of the complaint. It is the responsibility of the ICE officer to ensure notification is made to OPR.

287(g) Complaint Process posters will be displayed in the processing areas of the LEA to ensure aliens encountered under the 287(g) Program are aware of the complaint process. Posters will be displayed in English and Spanish. If the alien understands a language other than English or Spanish or is unable to read, LEA personnel will read and/or translate the complaint process in a language the alien understands.

APPENDIX C

PUBLIC INFORMATION POINTS OF CONTACT

Pursuant to Section V(D) of this MOA, the signatories agree to coordinate appropriate release of information to the media, provided the release has been previously approved by both the ICE Privacy Officer and Public Affairs Officer, regarding actions taken under this MOA before any information is released. The points of contact for coordinating such activities are:

For the LEA:

Robby McCarver, Chief Deputy
100 North State Line Avenue
Texarkana, Texas 75501
903-798-3561
robby.mccarver@bowiecounty.org

For ICE:

Public Affairs Office
Office of Public Affairs and Internal Communication
U.S. Department of Homeland Security
U.S. Immigration and Customs Enforcement Washington,
DC 20536
202-732-4242

**EXHIBIT 2
Concluding Payment Schedule to
Government Agreement**

Quote Number..... 5019659

Dated _____, 20__

between
Caterpillar Financial Services Corporation
and
BOWIE COUNTY TEXAS

Description of Unit: 1 CATERPILLAR 140-15 serial # EB210316

Date Due	Number of Payments Made	Beginning Balance	Payment Amount	Balloon	Interest	Interest Rate	Concluding Payment (*)
Feb-23-26	1	355,196.66	95,000.00	0.00	0.00	4.99	260,196.66
total			95,000.00	0.00	0.00		
Feb-23-27	2	260,196.66	45,035.88	0.00	12,983.81	4.99	228,144.59
total			45,035.88	0.00	12,983.81		
Feb-23-28	3	228,144.59	45,035.88	0.00	11,384.42	4.99	194,493.13
total			45,035.88	0.00	11,384.42		
Feb-23-29	4	194,493.13	45,035.88	0.00	9,705.21	4.99	159,162.46
total			45,035.88	0.00	9,705.21		
Feb-23-30	5	159,162.46	45,035.88	0.00	7,942.19	4.99	122,068.77
total			45,035.88	128,160.00	7,942.19		
Feb-23-31	6	122,068.77	0.00	128,160.00	6,091.23	4.99	0.00
total			0.00	128,160.00	6,091.23		
total			275,143.52	128,160.00	48,106.86		

Description of Unit: 1 CATERPILLAR 140-15 serial # EB210304

Date Due	Number of Payments Made	Beginning Balance	Payment Amount	Balloon	Interest	Interest Rate	Concluding Payment (*)
Feb-23-26	1	354,696.66	95,000.00	0.00	0.00	4.99	259,696.66
total			95,000.00	0.00	0.00		
Feb-23-27	2	259,696.66	44,894.91	0.00	12,958.86	4.99	227,760.61
total			44,894.91	0.00	12,958.86		
Feb-23-28	3	227,760.61	44,894.91	0.00	11,365.25	4.99	194,230.95
total			44,894.91	0.00	11,365.25		

Feb-23-29	4	194,230.95	44,894.91	0.00	9,692.12	4.99	159,028.16
total			44,894.91	0.00	9,692.12		
Feb-23-30	5	159,028.16	44,894.91	0.00	7,935.52	4.99	122,068.77
total			44,894.91	128,160.00	7,935.52		
Feb-23-31	6	122,068.77	0.00	128,160.00	6,091.23	4.99	0.00
total			0.00	128,160.00	6,091.23		
total			274,579.64	128,160.00	48,042.98		

(*)Does not include any rent payment or other amount then due.

Initialed: _____
(Lessee)

Caterpillar Financial Services Corporation

Finance Proposal

CUSTOMER

Name: BOWIE COUNTY TEXAS

Address 710 JAMES BOWIE DR
 City NEW BOSTON
 State TX

Good if: _____
 Acknowledged by Mar-25-2026
 Funded by Mar-25-2026

DEALER

HOLT TEXAS, LTD. E140
 Sales person Cooper E140, Derek
 Dealer contact Monica Agueros E140
 Telephone _____

Quote number 5019642
 Fax Number _____
 Quote Date 23-Feb-26
 Quote Time 02:55:00 PM

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.

Finance Type Governmental Lease
 Number of Payments 6 Annual
 Payments in Advance

Quoted By Monica Agueros E140
 Report Created By Jelon Jackson

	<u>Model</u>	<u>Ann. Hours</u>	<u>Qty</u>	<u>Sale Price</u>	<u>Amount Financed</u>	<u>Payment</u>	<u>Balloon</u>	<u>Fixed Rate</u>
New	140-15	500	1	354,230.05	354,696.66	See Amort. Schedule	128,160.00	4.9900%
New	140-15	500	1	354,230.05	355,196.66	See Amort. Schedule	128,160.00	4.9900%
Total			2	708,460.10	709,893.32	See Amort. Schedule	256,320.00	4.9900%

Special Conditions:
 140-15

Serial Number - EB210304, Model Year - 2026, Standard Environment;
 Major Attachments-Tires, Joystick, Cab, Air Conditioning; Blades/Buckets/Rippers-Autoshift Transmission, Ripper;
 Manual Configuration and Work Tools:

140-15

Serial Number - EB210316, Model Year - 2026, Standard Environment;
 Major Attachments-Air Conditioning, Tires, Cab, Joystick; Blades/Buckets/Rippers-Autoshift Transmission, Ripper;
 Manual Configuration and Work Tools:

Payment Structure - Asset
 1 Annual payment(s) 95,000.00
 4 Annual payment(s) 44,894.91
 1 Stub payment(s) 128,160.00
 Payment Structure - Asset
 1 Annual payment(s) 95,000.00
 4 Annual payment(s) 45,035.88
 1 Stub payment(s) 128,160.00

	<u>Model</u>	<u>Insurance</u>	<u>Payment w/Insurance</u>
New	140-15	3,786.20	Amort. Sch.
New	140-15	3,786.20	Amort. Sch.

The estimate for insurance is provided through Caterpillar Insurance Company 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 amount.

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

BOWIE COUNTY TEXAS

Date



SALES AGREEMENT

DATE Feb 26, 2026
Agreement Number: 380209

HOLT TEXAS LTD., 5665 Southeast Loop 410, San Antonio, TX78222 Phone: (800) 275-4658

CUSTOMER	<u>BOWIE COUNTY PCT 3</u>		<SAME>
STREET ADDRESS	<u>850 W FRONT ST</u>		
CITY/STATE	<u>DEKALB, TX</u>	COUNTY/COUNTRY	<u>BOWIE, UNITED STATES</u>
POSTAL CODE	<u>75559</u>	PHONE NO.	<u>903 628 6710</u>
EQUIPMENT			
CUSTOMER CONTACT:	<u>PRODUCT SUPPORT</u>		
INDUSTRY CODE:	<u>COUNTY GOVERNMENT (PS92)</u>	PRINCIPAL WORK CODE	
			F.O.B. AT: Same as Ship To SHIP VIA: Customer Arranged

CUSTOMER NUMBER	<u>0168397</u>	Sales Tax Exemption # (if applicable) - TYPE: <u>N/A</u> TX COUNTY GOVT	CUSTOMER PO NUMBER	<u>LKE (Yes / No)</u>
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PAYMENT TERMS: (Payment Terms are subject to Finance Company - OAC approval)										
NET PAYMENT ON RECEIPT OF INVOICE	<input type="checkbox"/>	NET ON DELIVERY	<input checked="" type="checkbox"/>	FINANCIAL SERVICES	<input type="checkbox"/>	CSC	<input type="checkbox"/>	LEASE	<input type="checkbox"/>	Net 30
CASH WITH ORDER	<u>N/A</u>	BALANCE TO FINANCE	<u>0.00</u>	CONTRACT INTEREST RATE	<u>N/A</u>	RELEASE NUMBER				

DESCRIPTION OF EQUIPMENT ORDERED / PURCHASED					
MAKE: CATERPILLAR INC	MODEL: 140 JOY	YEAR: 2026			
ID NUMBER: HL1001706	SERIAL NUMBER: 0EB210304	SMU: 8			
140 15B MOTOR GRADER	577-3021	LIGHTS, ROADING, HALOGEN	421-7810	GLOBAL ARRANGEMENT	385-9294
LANE 2 ORDER	0P-9002	HEADLIGHTS, FRONT, LOW, HALOGEN	308-9370	COOLANT, 50/50, -35C (-31F)	469-8157
MOLDBOARD, 14' PLUS	243-6704	RIPPER ARRANGEMNT	637-6813	CONTROL, AUTO ARTICULATION-DEMO	483-2354
LIGHTS, ARM, FOLD DOWN	536-9969	BASE + 1 (RIP)	385-8094	CAB, PLUS (INTERIOR)	397-7457
ENGINE, TIER IV	567-4685	PUSH BLOCK, HEAVY	367-6842	CIRCLE SAVER	521-3250
PRECLEANER, NON SY-KLONE	380-6774	WEATHER, STANDARD	353-3316	STORAGE PROTECTION	0P-2918
TOOTH, RIPPER, STRAIGHT	631-5599	FAN, STANDARD, TND	542-4660	CAB, PLUS (STANDARD GLASS)	385-9554
SERIALIZED TECHNICAL MEDIA KIT	421-8926	DECALS, ENGLISH (U.S.)	442-9940	CUTTING EDGE, 14' BLADE	233-7143
TIRES, 17.5R25 BS VKT * D2A MP	252-0775	GUARD GP, HITCH	323-6970	END BITS, OVERLAY	233-7160
GUARD, TRANSMISSION	366-2459	ACCUMULATORS, BLADE LIFT	358-9338	TOP ADJUST DRAWBAR	657-8163
SEAT BELT	394-1492	FUEL ANTIFREEZE, -25C (-13F)	0P-3978	PRODUCT LINK, DUAL PLE783	647-9137
TANK, FUEL, STANDARD	540-2373	TRANSMISSION, AUTOSHIFT	396-3515	CAT GRADE ARO, TOP ADJUST	657-8173
ROLL ON-ROLL OFF	0P-2265	DRAIN, HIGH SPEED, ENGINE OIL	501-1163	REAR CAMERA INTEGRATED DISPLAY	641-6876
LIGHTS, WORKING, PLUS, HALOGEN	395-1967	JOYSTICK CONTROLS, ADVANCED	458-8701	140 CPM	646-7612
MIRRORS, OUTSIDE MOUNTED	233-3295	STARTER, ELEC, EXTREME DUTY	395-3547		

TRADE-IN EQUIPMENT				TERMS OF SALE	
MODEL: <u>140M2 - CATERPILLAR INC(AA)</u>	YEAR: <u>2016</u>	SN: <u>M9D00668</u>		SALE PRICE	<u>\$354,230.05</u>
PAYOUT TO: _____	AMOUNT: _____	PAID BY: <u>Dealer</u>		EXT WARRANTY	<u>Included</u>
MODEL: _____	YEAR: _____	SN: _____		TRADE ALLOWANCE	<u>(\$95,000.00)</u>
PAYOUT TO: _____	AMOUNT: _____	PAID BY: _____		SUB TOTAL	<u>\$259,230.05</u>
MODEL: _____	YEAR: _____	SN: _____		HET (0.181%)	<u>\$469.21</u>
PAYOUT TO: _____	AMOUNT: _____	PAID BY: _____		TOTAL PURCHASE PRICE	<u>\$259,699.26</u>

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.

IT IS HOLT'S INTENT THAT THIS AGREEMENT REFLECTS THE FULL AND FINAL TERMS OF THIS TRANSACTION. HOWEVER, DUE TO CHANGING CIRCUMSTANCES, HOLT MAY NOT BE ABLE TO HONOR THE EXACT PRICING OR DELIVERY DATES HEREIN. EXAMPLES OF THOSE CIRCUMSTANCES INCLUDE, BUT ARE NOT LIMITED TO, LIMITED PRODUCT AVAILABILITY, EXTENDED LEAD TIMES, AND SUPPLIER PRICING CHANGES. CUSTOMER ACCEPTS AND ACKNOWLEDGES THAT IF HOLT IS NOT ABLE TO HONOR THE TERMS OF THIS AGREEMENT, THIS AGREEMENT WILL BE VOIDED, AND BOTH PARTIES RELEASED FROM THIS AGREEMENT'S BINDING EFFECT. VOIDING OF THIS AGREEMENT DOES NOT PREVENT THE PARTIES FROM ENTERING INTO A NEW AGREEMENT, NOR IMPACT OTHER AGREEMENTS AMONG THE PARTIES HERETO.

DISCLAIMER OF WARRANTIES AND WAIVER OF CLAIMS:
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.

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. CUSTOMER UNDERSTANDS AND ACKNOWLEDGES THE EQUIPMENT IS SOLD ON AN "AS IS, WHERE IS" BASIS WITH ALL FAULTS. CUSTOMER ACKNOWLEDGES THAT USED EQUIPMENT MAY OR MAY NOT HAVE THE ORIGINAL OEM MANUALS, AND THAT SUCH MANUALS SHOULD BE PURCHASED BY CUSTOMER PRIOR TO USE OR MAINTENANCE OF THE EQUIPMENT.

OTHER TERMS AND CONDITIONS
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.

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.

NOTES:

THIS AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS ATTACHED

Date Feb 26, 2026
Cooper, Derek(141)
ORDER RECEIVED BY
SALES MANAGER
SIGNATURE
TITLE

Date _____
BOWIE COUNTY PCT 3
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. Please read the Cat® Embedded Software License Agreement ("Agreement") carefully, available at: <https://www.caterpillar.com/onboard-eula>. The agreement governs your access to and use of software installed, embedded or otherwise resident on Cat® products, and all related documentation and provided data (see the agreement for comprehensive definitions). **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.
- 16. Customer acknowledges that Caterpillar Inc. and its subsidiaries and affiliated entities (collectively, "Caterpillar") and HOLT each collect, use, retain disclose and otherwise process personal information for, among other purposes, providing information about warranty, customer marketing and promotional material about Caterpillar and/or HOLT products and services. Caterpillar's Global Data Privacy Statement (GDPS) is available at <http://www.caterpillar.com/dataprivacy>. HOLT's privacy statement is available at <https://www.holtcat.com/privacy>. HOLT and Caterpillar may share or disclose said personal information with the other. HOLT may also share personal, product and other types of information with other third parties for business related purposes. Customer agrees that nothing contained herein impacts any authorization or consent previously provided to Caterpillar or HOLT.**



DIGITAL AUTHORIZATION

CATERPILLAR TELEMATICS DATA AND CAT REMOTE SERVICES-SOFTWARE UPDATES PROCESS FOR SELECT PRODUCT LINK TELEMATICS AND CAT EQUIPMENT CONTROL MODULE SOFTWARE.

Customer equipment has installed devices that transmit data to Caterpillar Inc. ("Caterpillar").

Data transmitted to Caterpillar is used in accordance with Caterpillar's Data Governance Statement ("DGS"), which describes Caterpillar's practices for collecting, sharing and using data and information related to customer's machines, products, Devices or other Assets and their associated worksites. The DGS can be reviewed at <https://www.caterpillar.com/en/legal-notices/data-governance-statement.html>

Caterpillar's process for performing remote diagnostics and making available remote software and firmware updates and upgrades, such as configuration, patches, bug fixes, new or enhanced features, etc., for Assets and Devices is described in the Cat® Remote Services – Software Update Process for select Product Link™ Telematics and Cat Equipment Control Module Software document (the "RSP Document") The RSP Document can be reviewed at https://www.cat.com/remoteservicesprocess?_ga=2.245276421.1412167159.1561985855-475983137.1559312215.

Company acknowledges and agrees to data transmission to Caterpillar via devices installed on Company equipment or by other means as outlined and described in the DGS, and grants to Caterpillar the right to collect, use, and share such information, including to its Distribution Networks or other affiliates, in accordance with the Caterpillar Data Governance Statement . Company's authorization also applies to any data and information previously collected by Caterpillar.

AGREE

DECLINE

Company acknowledges and agrees to participate in Remote Services (including, remote diagnostics and remote updates and upgrades) and authorizes Caterpillar to remotely access, program, and install updates and upgrades for Company's Assets and Devices in accordance with the Remote Services Process Document.

AGREE

DECLINE

The rights granted in this authorization survive the termination or expiration of the Company's subscriptions to any Digital Offerings. Except as set out in a written agreement between Company and Caterpillar expressly referencing the Data Governance Statement, this authorization supercedes and replaces any other authorizations with regard to the subject matter hereof.

Company

Company (Print)

Company Representative (Print)

Signature

Date

FOR DEALER USE ONLY
Company UCID
Company Representative CWS ID
Main Store Dealer Code
Dealer Representative Name
Dealer Representative CWS ID

Caterpillar: Confidential Green

HOLT CAT LETTER OF PARTICIPATION

At HOLT CAT, we value your business and are committed to helping you extend the life of your equipment while maximizing your investment. With proper care and maintenance, your CAT machine is designed to stay on the job and deliver exceptional performance.

As a loyal customer, we're pleased to provide support for the first year of ownership with every CAT machine purchase, which includes HOLT CAT notifications for recommended maintenance services.

To make the most of this support, we recommend that you:

1. Purchase CAT Genuine parts exclusively from HOLT CAT or online at parts.cat.com
2. Leverage HOLT CAT's expert systems to perform one of the following:
 - (a) Oil sampling analysis at each of your service intervals
 - (b) Conduct an annual Visual Inspection with CAT Inspect or CWMS Inspection
3. Authorize digital data collection from your equipment to Caterpillar and maintain consistent machine connectivity

By following the recommendations above and utilizing HOLT CAT's technical expertise, professional advice, and ongoing support, you can experience the following benefits:

1. Early problem detection, aimed at reducing downtime, repair costs, and maximizing equipment life
2. Efficient management of budgets, quotes, and invoices
3. Assistance in managing overall equipment lifecycle costs

To confirm your participation, please sign below and return a signed copy. Thank you for choosing HOLT CAT as your trusted partner in maximizing the value of your CAT equipment.

Signed: _____

Company: _____

Name: _____

Equipment Model: _____

Email Address: _____

Serial Number: _____

Position: _____

Date: _____



This letter of participation does not alter the Caterpillar warranty applicable to the equipment, and is otherwise supplied subject to HOLT CAT's Terms and Conditions of Software License and Services Agreement and HOLT CAT's Terms and Conditions for the Sale of Machines, Parts and Services by HOLT CAT (Excluding Rentals) available at holtcat.com/terms.



SALES AGREEMENT

DATE Feb 26, 2026
Agreement Number: 380213

HOLT TEXAS LTD., 5665 Southeast Loop 410, San Antonio, TX78222 Phone: (800) 275-4658

CUSTOMER	<u>BOWIE COUNTY PCT 3</u>		
S	STREET ADDRESS	<u>850 W FRONT ST</u>	<SAME>
L	CITY/STATE	<u>DEKALB, TX</u>	COUNTY/COUNTRY <u>BOWIE, UNITED STATES</u>
D	POSTAL CODE	<u>75559</u>	PHONE NO. <u>903 628 6710</u>
T	CUSTOMER CONTACT:	<u>EQUIPMENT</u>	
O		<u>PRODUCT SUPPORT</u>	
	INDUSTRY CODE:	<u>COUNTY GOVERNMENT (PS92)</u>	PRINCIPAL WORK CODE _____

F.O.B. AT: Sulphur Springs - Machine Division
SHIP VIA: Customer Arranged

CUSTOMER NUMBER	<u>0168397</u>	Sales Tax Exemption # (if applicable) - TYPE: <u>N/A</u> TX COUNTY GOVT	CUSTOMER PO NUMBER	<u>LKE (Yes/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 checked="" type="checkbox"/>	FINANCIAL SERVICES <input type="checkbox"/> CSC <input type="checkbox"/> LEASE <input type="checkbox"/> Net 30	
CASH WITH ORDER <u>N/A</u>		BALANCE TO FINANCE <u>0.00</u>	CONTRACT INTEREST RATE <u>N/A</u>	RELEASE NUMBER _____

DESCRIPTION OF EQUIPMENT ORDERED / PURCHASED					
MAKE: CATERPILLAR INC	MODEL: 140 JOY	YEAR: 2026			
ID NUMBER: HL1001590	SERIAL NUMBER: 0EB210316	SMU: 12			
140 15B MOTOR GRADER	577-3021	WEATHER, STANDARD	353-3316	PUSH BLOCK, HEAVY	367-6842
LANE 3 ORDER	0P-9003	STARTER, ELEC, EXTREME DUTY	395-3547	PRECLEANER, NON SY-KLONE	380-6774
MOLDBOARD, 14' PLUS	243-6704	RIPPER ARRANGEMNT	637-6813	CAB, PLUS (STANDARD GLASS)	385-9554
LIGHTS, ARM, FOLD DOWN	536-9969	FUEL ANTIFREEZE, -25C (-13F)	0P-3978	HEADLIGHTS, FRONT, LOW, HALOGEN	308-9370
JOYSTICK CONTROLS, ADVANCED	458-8701	CAB, PLUS (INTERIOR)	397-7457	TIRES, 17.5R25 BS VKT * D2A MP	252-0775
ACCUMULATORS, BLADE LIFT	358-9338	SERIALIZED TECHNICAL MEDIA KIT	421-8926	GUARD, TRANSMISSION	366-2459
DECALS, ENGLISH (U.S.)	442-9940	GUARD GP, HITCH	323-6970	FAN, STANDARD, TND	542-4660
GLOBAL ARRANGEMENT	385-9294	MIRRORS, OUTSIDE MOUNTED	233-3295	CUTTING EDGE, 14' BLADE	233-7143
ROLL ON-ROLL OFF	0P-2265	SEAT BELT	394-1492	END BITS, OVERLAY	233-7160
TRANSMISSION, AUTOSHIFT	396-3515	LIGHTS, ROADING, HALOGEN	421-7810	TOP ADJUST DRAWBAR	657-8163
LIGHTS, WORKING, PLUS, HALOGEN	395-1967	COOLANT, 50/50, -35C (-31F)	469-8157	REAR CAMERA INTEGRATED DISPLAY	641-6876
BASE + 1 (RIP)	385-8094	DRAIN, HIGH SPEED, ENGINE OIL	501-1163	PRODUCT LINK, DUAL PLE783	647-9137
TOOTH, RIPPER, STRAIGHT	631-5599	TANK, FUEL, STANDARD	540-2373	CAT GRADE ARO, TOP ADJUST	657-8173
STORAGE PROTECTION	0P-2918	CIRCLE SAVER	521-3250	140 CPM	646-7612
CONTROL, AUTO ARTICULATION-DEMO	483-2354	ENGINE, TIER IV	567-4685		

TRADE-IN EQUIPMENT			
MODEL: <u>140M2 - CATERPILLAR INC(AA)</u>	YEAR: <u>2017</u>	SN: <u>M9D00671</u>	
PAYOUT TO: _____	AMOUNT: _____	PAID BY: <u>Dealer</u>	
MODEL: _____	YEAR: _____	SN: _____	
PAYOUT TO: _____	AMOUNT: _____	PAID BY: _____	
MODEL: _____	YEAR: _____	SN: _____	
PAYOUT TO: _____	AMOUNT: _____	PAID BY: _____	
MODEL: _____	YEAR: _____	SN: _____	
PAYOUT TO: _____	AMOUNT: _____	PAID BY: _____	

TERMS OF SALE	
SALE PRICE	\$354,230.05
EXT WARRANTY	Included
TRADE ALLOWANCE	(\$95,000.00)
SUB TOTAL	\$259,230.05
HET (0.181%)	\$469.21
TOTAL PURCHASE PRICE	\$259,699.26

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.

IT IS HOLT'S INTENT THAT THIS AGREEMENT REFLECTS THE FULL AND FINAL TERMS OF THIS TRANSACTION. HOWEVER, DUE TO CHANGING CIRCUMSTANCES, HOLT MAY NOT BE ABLE TO HONOR THE EXACT PRICING OR DELIVERY DATES HEREIN. EXAMPLES OF THOSE CIRCUMSTANCES INCLUDE, BUT ARE NOT LIMITED TO, LIMITED PRODUCT AVAILABILITY, EXTENDED LEAD TIMES, AND SUPPLIER PRICING CHANGES. CUSTOMER ACCEPTS AND ACKNOWLEDGES THAT IF HOLT IS NOT ABLE TO HONOR THE TERMS OF THIS AGREEMENT, THIS AGREEMENT WILL BE VOIDED, AND BOTH PARTIES RELEASED FROM THIS AGREEMENT'S BINDING EFFECT. VOIDING OF THIS AGREEMENT DOES NOT PREVENT THE PARTIES FROM ENTERING INTO A NEW AGREEMENT, NOR IMPACT OTHER AGREEMENTS AMONG THE PARTIES HERETO.

DISCLAIMER OF WARRANTIES AND WAIVER OF CLAIMS:
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.

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. CUSTOMER UNDERSTANDS AND ACKNOWLEDGES THE EQUIPMENT IS SOLD ON AN "AS IS, WHERE IS" BASIS WITH ALL FAULTS. CUSTOMER ACKNOWLEDGES THAT USED EQUIPMENT MAY OR MAY NOT HAVE THE ORIGINAL OEM MANUALS, AND THAT SUCH MANUALS SHOULD BE PURCHASED BY CUSTOMER PRIOR TO USE OR MAINTENANCE OF THE EQUIPMENT.

OTHER TERMS AND CONDITIONS
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.

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.

EQUIPMENT WARRANTY	
Customer acknowledges that they have received a copy of any warranty and have 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.	
12 Month/Unlimited Hours Total Machine	
140-12 MO/8760 HR POWERTRAIN,	
140-84 MO/4000 HR PREMIER	
INITIAL	ds-init1
CSA:	

NOTES:

THIS AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS ATTACHED

Date Feb 26, 2026
Cooper, Derek(141)
ORDER RECEIVED BY
SALES MANAGER

Signature _____
TITLE _____

Date _____
BOWIE COUNTY PCT 3
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. Please read the Cat® Embedded Software License Agreement ("Agreement") carefully, available at: <https://www.caterpillar.com/onboard-eula>. The agreement governs your access to and use of software installed, embedded or otherwise resident on Cat® products, and all related documentation and provided data (see the agreement for comprehensive definitions). **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.
- 16. Customer acknowledges that Caterpillar Inc. and its subsidiaries and affiliated entities (collectively, "Caterpillar") and HOLT each collect, use, retain disclose and otherwise process personal information for, among other purposes, providing information about warranty, customer marketing and promotional material about Caterpillar and/or HOLT products and services. Caterpillar's Global Data Privacy Statement (GDPS) is available at <http://www.caterpillar.com/dataprivacy>. HOLT's privacy statement is available at <https://www.holtcat.com/privacy>. HOLT and Caterpillar may share or disclose said personal information with the other. HOLT may also share personal, product and other types of information with other third parties for business related purposes. Customer agrees that nothing contained herein impacts any authorization or consent previously provided to Caterpillar or HOLT.**



DIGITAL AUTHORIZATION

CATERPILLAR TELEMATICS DATA AND CAT REMOTE SERVICES-SOFTWARE UPDATES PROCESS FOR SELECT PRODUCT LINK TELEMATICS AND CAT EQUIPMENT CONTROL MODULE SOFTWARE.

Customer equipment has installed devices that transmit data to Caterpillar Inc. ("Caterpillar").

Data transmitted to Caterpillar is used in accordance with Caterpillar's Data Governance Statement ("DGS"), which describes Caterpillar's practices for collecting, sharing and using data and information related to customer's machines, products, Devices or other Assets and their associated worksites. The DGS can be reviewed at <https://www.caterpillar.com/en/legal-notices/data-governance-statement.html>

Caterpillar's process for performing remote diagnostics and making available remote software and firmware updates and upgrades, such as configuration, patches, bug fixes, new or enhanced features, etc., for Assets and Devices is described in the Cat® Remote Services – Software Update Process for select Product Link™ Telematics and Cat Equipment Control Module Software document (the "RSP Document") The RSP Document can be reviewed at https://www.cat.com/remoteservicesprocess?_ga=2.245276421.1412167159.1561985855-475983137.1559312215.

Company acknowledges and agrees to data transmission to Caterpillar via devices installed on Company equipment or by other means as outlined and described in the DGS, and grants to Caterpillar the right to collect, use, and share such information, including to its Distribution Networks or other affiliates, in accordance with the Caterpillar Data Governance Statement . Company's authorization also applies to any data and information previously collected by Caterpillar.

AGREE

DECLINE

Company acknowledges and agrees to participate in Remote Services (including, remote diagnostics and remote updates and upgrades) and authorizes Caterpillar to remotely access, program, and install updates and upgrades for Company's Assets and Devices in accordance with the Remote Services Process Document.

AGREE

DECLINE

The rights granted in this authorization survive the termination or expiration of the Company's subscriptions to any Digital Offerings. Except as set out in a written agreement between Company and Caterpillar expressly referencing the Data Governance Statement, this authorization supercedes and replaces any other authorizations with regard to the subject matter hereof.

Company

Company (Print)

Company Representative (Print)

Signature

Date

FOR DEALER USE ONLY
Company UCID
Company Representative CWS ID
Main Store Dealer Code
Dealer Representative Name
Dealer Representative CWS ID

HOLT CAT LETTER OF PARTICIPATION

At HOLT CAT, we value your business and are committed to helping you extend the life of your equipment while maximizing your investment. With proper care and maintenance, your CAT machine is designed to stay on the job and deliver exceptional performance.

As a loyal customer, we're pleased to provide support for the first year of ownership with every CAT machine purchase, which includes HOLT CAT notifications for recommended maintenance services.

To make the most of this support, we recommend that you:

1. Purchase CAT Genuine parts exclusively from HOLT CAT or online at parts.cat.com
2. Leverage HOLT CAT's expert systems to perform one of the following:
 - (a) Oil sampling analysis at each of your service intervals
 - (b) Conduct an annual Visual Inspection with CAT Inspect or CWMS Inspection
3. Authorize digital data collection from your equipment to Caterpillar and maintain consistent machine connectivity

By following the recommendations above and utilizing HOLT CAT's technical expertise, professional advice, and ongoing support, you can experience the following benefits:

1. Early problem detection, aimed at reducing downtime, repair costs, and maximizing equipment life
2. Efficient management of budgets, quotes, and invoices
3. Assistance in managing overall equipment lifecycle costs

To confirm your participation, please sign below and return a signed copy. Thank you for choosing HOLT CAT as your trusted partner in maximizing the value of your CAT equipment.

Signed: _____

Company: _____

Name: _____

Equipment Model: _____

Email Address: _____

Serial Number: _____

Position: _____

Date: _____



This letter of participation does not alter the Caterpillar warranty applicable to the equipment, and is otherwise supplied subject to HOLT CAT's Terms and Conditions of Software License and Services Agreement and HOLT CAT's Terms and Conditions for the Sale of Machines, Parts and Services by HOLT CAT (Excluding Rentals) available at holtcat.com/terms.

LET'S GET STARTED.

- Complete and sign all documents in this package.
- Submit completed and signed documents by clicking FINISH at the end of your documents.
- Open and review your executed document package after you receive your confirmation email confirming all parties have signed.
- Register for MyCatFinancial to manage your account anytime and anywhere via desktop or with the free mobile app.

MYCATFINANCIAL

CAT® COMMERCIAL ACCOUNT - THE ESSENTIALS YOU NEED. WITH THE FLEXIBILITY YOU WANT.

MyCatFinancial is our online, self-service tool that allows you to manage your Cat Financial accounts anytime, anywhere, on any device.

- Manage your Cat® Commercial Account
- Make a payment or set up auto-pay
- View your signed documents
- Send and receive confidential information securely
- Request a payoff quote
- Submit an online credit application
- And more!

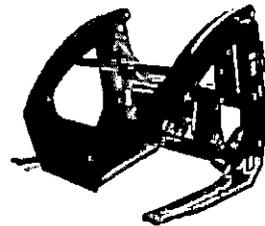


Visit cat.com/mycatfinancial to learn more and sign up today.

The Cat Commercial Account is the easy way to pay for work tools, attachments, equipment rentals, parts, service and more.¹

- No annual fee
- Competitive rates
- Flexible payment terms
- Earn rewards on every qualifying purchase²

Learn more at cat.com/commercialaccount.



DISCOVER DIGITAL TOOLS



CAT CENTRAL APP

FULL CONTROL OF YOUR EQUIPMENT IN THE PALM OF YOUR HAND

PURCHASE PARTS 24/7

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VISIONLINK® APP

MONITORS EQUIPMENT USAGE
RECEIVES FAILURE CODES

SCHEDULES MAINTENANCE

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1-800-651-0567 | NABC.CustomerService@cat.com

PREVENTING FRAUD TOGETHER

Cat Financial is committed to helping you keep your personal and financial information secure. Find out how you can protect yourself against fraudulent activity by visiting our website.

¹ Financing is subject to credit approval by Caterpillar Financial Commercial Account Corporation for US customers, and Caterpillar Financial Services Limited for Canadian customers. Not all customers will qualify.

² See cat.com/getrewarded for eligibility, details, and terms and conditions.





Document Checklist – Governmental Lease

These documents were prepared especially for:
BOWIE COUNTY TEXAS
710 JAMES BOWIE DR
NEW BOSTON, TX 75570-2328

Dealer: HOLT TEXAS, LTD., E140
Contract Number 001-70214996
Transaction Number: 5019659
Comments:

Date: 02/27/2026
Time: 11:26:24 AM

Customer Executed Documents table with checkboxes for items like Governmental Lease Document, Insurance-Liability and Physical Damage, etc., and a Comments column.

Dealer Executed Documents table with checkboxes for items like Purchase Agreement, Dealer Invoice, All Credit Conditions Met, etc., and a Comments column.

*If any of these documents are altered, or if the Lessee wishes to add or delete documents, please contact your CFSC Credit Analyst to obtain acceptance of any and all changes.

If you have any questions concerning these documents please call and ask for

Checklist completed and confirmed by: Print Name:
Date:

These Documents do not constitute any offer or commitment to offer financing by Caterpillar Financial Services Corporation without Caterpillar Financial Services Corporation's expressed written approval.



1. PARTIES

LESSOR ("we", "us", or "our"):

CATERPILLAR FINANCIAL SERVICES CORPORATION
 2120 West End Avenue
 Nashville, TN 37203

LESSEE ("you" or "your"):

BOWIE COUNTY TEXAS
 710 JAMES BOWIE DR
 NEW BOSTON, TX 75570-2328

In reliance on your selection of the equipment described below (each a "Unit"), we have agreed to acquire and lease the Units to you, subject to the terms of this Agreement. **Until this Agreement has been signed by our duly authorized representative, it will constitute an offer by you to enter into this Agreement with us on the terms stated herein.**

2. DESCRIPTION OF THE UNITS

DESCRIPTION OF UNITS Whether the Unit is new or used, the model number, the manufacturer, and the model name	SERIAL/VIN Unique ID number for this Unit	ANNUAL LEASE PAYMENT This is due per period, as stated below in section 3.	FINAL LEASE PAYMENT	DELIVERY DATE Enter date machine was delivered to you.
1 New 2026 Caterpillar 140-15 Motor Grader	EB210304	SEE ATTACHMENT	\$128,160.00	_____
1 New 2026 Caterpillar 140-15 Motor Grader	EB210316	SEE ATTACHMENT	\$128,160.00	_____

TERMS AND CONDITIONS

3. Lease Payments; Current Expense You will pay us the lease payments, including the final lease payment set forth above (collectively, the "Lease Payments"). Lease Payments will be paid by you to us according to the attached payment schedule; provided that all amounts owing hereunder will be due by the final lease payment date. A portion of each Lease Payment constitutes interest and the balance of each Lease Payment is payment of principal. The Lease Payments will be due without demand. You will pay the Lease Payments to us at CATERPILLAR FINANCIAL SERVICES CORP., P.O. BOX 730681, DALLAS, TX 75373-0681 or such other location that we designate in writing. Your obligations, including your obligation to pay the Lease Payments due in any fiscal year, will constitute a current expense of yours for such fiscal year and will not constitute an indebtedness of yours within the meaning of the constitution and laws of the State in which you are located (the "State"). Nothing in this Agreement will constitute a pledge by you of any taxes or other moneys, other than moneys lawfully appropriated from time to time for the payment of the "Payments" (as defined in the last sentence of this Section) owing under this Agreement. **You agree that, except as provided in Section 7, your duties and liabilities under this Agreement and any associated documents are absolute and unconditional. Your payment and performance obligations are not subject to cancelation, reduction, or setoff for any reason. You agree to settle all claims, defenses, setoffs, counterclaims and other disputes you may have with the Supplier, the manufacturer of the Unit, or any other third party directly with the Supplier, the manufacturer or the third party, as the case may be. You will not assert, allege or make any such claim, defense, setoff, counterclaim or other dispute against us or with respect to the payments due us under this Agreement. As used in this Agreement, "Payments" will mean the Lease Payments and any other amounts required to be paid by you.**

The portion of the Lease Payments constituting principal will bear interest (computed on the basis of actual days elapsed in a 360 day year) at the rate of 4.99% per annum.

- 4. Late Charges** If we do not receive a Payment on the date it is due, you will pay to us, on demand, a late payment charge equal to the lesser of five percent (5%) of such Payment or the highest charge allowed by law.
- 5. Security Interest** To secure your obligations under this Agreement, you grant us a continuing first priority security interest in each Unit (including any Additional Collateral), including all attachments, accessories and optional features (whether or not installed on such Units) and all substitutions, replacements, additions, and accessions, and the proceeds of all the foregoing, including, but not limited to, proceeds in the form of chattel paper. You authorize the filing of such financing statements and will, at your expense, do any act and execute, acknowledge, deliver, file, register and record any document, which we deem desirable to protect our security interest in each Unit and our rights and benefits under this Agreement. You, at your expense, will protect and defend our security interest in the Units and will keep the Units free and clear of any and all claims, liens, encumbrances and legal processes however and whenever arising.
- 6. Disclaimer of Warranties** WE HAVE NOT MADE AND DO NOT MAKE ANY WARRANTY, REPRESENTATION OR COVENANT OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE UNITS. AS TO US, YOUR LEASE AND PURCHASE OF THE UNITS WILL BE ON AN "AS IS" AND "WHERE IS" BASIS AND "WITH ALL FAULTS". **Nothing in this Agreement is intended to limit, waive, abridge or otherwise modify any rights, claims, or causes of action that you may have against any person or entity other than us.**
- 7. Non-Appropriation** You have an immediate need for, and expect to make immediate use of, the Units. This need is not temporary or

expected to diminish during the term of this Agreement. To that end, you agree, to the extent permitted by law, to include in your budget for the current and each successive fiscal year during the term of this Agreement, a sufficient amount to permit you to discharge your obligations under this Agreement. Notwithstanding any provision of this Agreement to the contrary, we and you agree that, in the event that prior to the commencement of any of your fiscal years you do not have sufficient funds appropriated to make the Payments due under this Agreement for such fiscal year, you will have the option of terminating this Agreement as of the date of the commencement of such fiscal year by giving us sixty (60) days prior written notice of your intent to terminate. No later than the last day of the last fiscal year for which appropriations were made for the Payments (the "Return Date"), you will return to us all of the Units, at your sole expense, in accordance with Section 14, and this Agreement will terminate on the Return Date without penalty or expense to you and you will not be obligated to pay the Lease Payments beyond such fiscal year; provided, that you will pay all Payments for which moneys have been appropriated or are otherwise available; and provided further, that you will pay month-to-month rent at the rate set by us for each month or part of any month that you fail to return the Units.

- 8. Tax Warranty** You will, at all times, do and perform all acts and things necessary and within your control to ensure that the interest component of the Lease Payments will, for the purposes of Federal income taxation, be excluded from our gross income. You will not permit or cause your obligations under this Agreement to be guaranteed by the Federal Government or any branch or instrumentality of the Federal Government. You will use the Units for the purpose of performing one or more of your governmental functions consistent with the scope of your authority and not in any trade or business carried on by a person other than you. You will report this Agreement to the Internal Revenue Service by filing Form 8038G, 8038GC or 8038, as applicable. Failure to do so will cause this Agreement to lose its tax exempt status. You agree that if the appropriate form is not filed, the interest rate payable under this Agreement will be raised to the equivalent taxable interest rate. If the use, possession or acquisition of the Units is determined to be subject to taxation, you will pay when due all taxes and governmental charges assessed or levied against or with respect to the Units.
- 9. Assignment** You may not, without our prior written consent, by operation of law or otherwise, assign, transfer, pledge, hypothecate or otherwise dispose of your right, title and interest in and to this Agreement and/or the Units and/or grant or assign a security interest in this Agreement and/or the Units, in whole or in part. We may not transfer, sell, assign, pledge, hypothecate, or otherwise dispose of our right, title and interest in and to this Agreement and/or the Units and/or grant or assign a security interest in this Agreement and/or the Units, in whole or in part.
- 10. Indemnity** To the extent permitted by law, you assume liability for, agree to and do indemnify, protect and hold harmless us and our employees, officers, directors and agents from and against any and all liabilities, obligations, losses, damages, injuries, claims, demands, penalties, actions, costs and expenses (including reasonable attorney's fees), of whatsoever kind and nature, arising out of the use, condition (including, but not limited to, latent and other defects and whether or not discoverable by you or us), operation, ownership, selection, delivery, storage, leasing or return of any item of Units, regardless of where, how and by whom operated, or any failure on your part to accept the Units or otherwise to perform or comply with any conditions of this Agreement.

11. Insurance; Loss and Damage You bear the entire risk of loss, theft, destruction or damage to the Units from any cause whatsoever. No loss, theft, destruction or damage of the Units will relieve you of the obligation to make Lease Payments or to perform any obligation owing under this Agreement. You agree to keep the Units insured to protect all of our interests, at your expense, for such risks, in such amounts, in such forms and with such companies as we may require, including but not limited to fire and extended coverage insurance, explosion and collision coverage, and personal liability and property damage liability insurance. Any insurance policies relating to loss or damage to the Units will name us as loss payee as our interests may appear and the proceeds may be applied toward the replacement or repair of the Units or the satisfaction of the Payments due under this Agreement. You agree to use, operate and maintain the Units in accordance with all laws, regulations and ordinances and in accordance with the provision of any policies of insurance covering the Units, and will not rent the Units or permit the Units to be used by anyone other than you. You agree to keep the Units in good repair, working order and condition and house the Units in suitable shelter, and to permit us or our assigns to inspect the Units at any time and to otherwise protect our interests in the Units. If any Unit is customarily covered by a maintenance agreement, you will furnish us with a maintenance agreement by a party acceptable to us.

12. Default; Remedies An "Event of Default" will occur if (a) you fail to pay any Payment when due and such failure continues for ten (10) days after the due date for such Payment or (b) you fail to perform or observe any other covenant, condition, or agreement to be performed or observed by you under this Agreement and such failure is not cured within twenty (20) days after written notice of such failure from us. Upon an Event of Default, we will have all rights and remedies available under applicable law. In addition, we may declare all Lease Payments due or to become due during the fiscal year in which the Event of Default occurs to be immediately due and payable by you and/or we may repossess the Units by giving you written notice to deliver the Units to us in the manner provided in Section 14, or in the event you fail to do so within ten (10) days after receipt of such notice, and subject to all applicable laws, we may enter upon your premises and take possession of the Units. Further, if we financed your obligations under any extended warranty agreement such as an Equipment Protection Plan, Extended Service Contract, Extended Warranty, Customer Service Agreement, Total Maintenance and Repair Agreement or similar agreement, we may cancel such extended warranty agreement on your behalf and receive the refund of the extended warranty agreement fees that we financed but had not received from you as of the date of the Event of Default.

13. Miscellaneous This Agreement may not be modified, amended, altered or changed except by a written agreement signed by you and us. In the event any provision of this Agreement is found invalid or unenforceable, the remaining provisions will remain in full force and effect. This Agreement, together with exhibits, constitutes the entire agreement between you and us and supersedes all prior and contemporaneous writings, understandings, agreements, solicitations, documents and representations, expressed or implied. Any terms and conditions of any purchase order or other documents submitted by you in connection with this Agreement which are in addition to or inconsistent with the terms and conditions of this Agreement will not be binding on us and will not apply to this Agreement. You agree that we may correct patent errors in this Agreement and fill in blanks including, for example, correcting or filling in serial numbers, VIN numbers, and dates. Any notices required to be given under this Agreement will be given to the parties in writing and by certified mail at the address provided in this Agreement, or to such other addresses as each party may

substitute by notice to the other, which notice will be effective upon its receipt.

14. Title; Return of Units Notwithstanding our designation as "Lessor," we do not own the Units. Legal title to the Units will be in you so long as an Event of Default has not occurred, and you have not exercised your right of non-appropriation. If an Event of Default occurs or if you non-appropriate, full and unencumbered title to the Units will pass to us without the necessity of further action by the parties, and you will have no further interest in the Units. If we are entitled to obtain possession of any Units or if you are obligated at any time to return any Units, then (a) title to the Units will vest in us immediately, and (b) you will, at your expense, promptly deliver the Unit to us properly protected and in the condition required by Section 11. You will deliver the Unit, at our option, (i) to the nearest Caterpillar-dealer selling equipment of the same type as the Unit; or (ii) on board a carrier named by us and shipping the Unit, freight collect, to a destination designated by us. If the Unit is not in the condition required by Section 11, you must pay us, on demand, all costs and expenses incurred by us to bring the Unit into the

required condition. Until the Units are returned as required above, all terms of this Agreement will remain in full force and effect including, without limitation, your obligation to pay Lease Payments and to insure the Units.

15. Other Documents In connection with the execution of this Agreement, you will cause to be delivered to us (i) either (A) a certified copy of your authorizing resolution substantially in the form attached as Attachment B and a copy of the minutes of the relevant meeting or (B) an opinion of your counsel substantially in the form attached as Attachment C; (ii) a copy of the signed Form filed with the Internal Revenue Service required in Section 8 above as Attachment D; and (iii) any other documents or items required by us.

16. Applicable Law This Agreement will be governed by the laws, excluding the laws relating to the choice of law, of the State in which you are located.

SIGNATURES

LESSOR **CATERPILLAR FINANCIAL SERVICES CORPORATION**

Signature _____

Name (Print) _____

Title _____

Date _____

LESSEE **BOWIE COUNTY TEXAS**

Signature _____

Name (Print) _____

Title _____

Date _____



GOVERNMENTAL ENTITY RESOLUTION TO LEASE, PURCHASE AND/OR FINANCE

WHEREAS, the laws of the State of Texas (the "State") authorize BOWIE COUNTY TEXAS (the "Governmental Entity"), a duly organized political subdivision, municipal corporation or similar public entity of the State, to purchase, acquire and lease personal property for the benefit of the Governmental Entity and its inhabitants and to enter into any necessary contracts; and

the Governmental Entity wants to lease, purchase and/or finance equipment ("Equipment") from Caterpillar Financial Services Corporation and/or an authorized Caterpillar dealer ("Caterpillar") by entering into that certain Governmental Equipment Lease-Purchase Agreement (the "Agreement") with Caterpillar; and

the form of the Agreement has been presented to the governing body of the Governmental Entity at this meeting.

RESOLVED, that: (i) the Agreement, including all schedules and exhibits attached to the Agreement, is approved in substantially the form presented at the meeting, with any Approved Changes (as defined below), (ii) the Governmental Entity enter into the Agreement with Caterpillar and (iii) the Agreement is adopted as a binding obligation of the Governmental Entity; and

that changes may later be made to the Agreement if the changes are approved by the Governmental Entity's counsel or members of the governing body of the Governmental Entity signing the Agreement (the "Approved Changes") and that the signing of the Agreement and any related documents is conclusive evidence of the approval of the changes; and

that the persons listed below, who are the incumbent officers of the Governmental Entity (the "Authorized Persons");

[PLEASE INSERT NAME AND TITLE OF EACH AUTHORIZED PERSON BELOW]

Name (Print or Type)	Title (Print or Type)
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

be, and each is, authorized, directed and empowered, on behalf of the Governmental Entity, to (i) sign and deliver to Caterpillar, and its successors and assigns, the Agreement and any related documents, and (ii) take or cause to be taken all actions he/she deems necessary or advisable to acquire the Equipment, including the signing and delivery of the Agreement and related documents; and

that the signatory below is authorized to attest to these resolutions and affix the seal of the Governmental Entity to the Agreement, these resolutions, and any related documents; and

that nothing in these resolutions, the Agreement or any other document imposes a pecuniary liability or charge upon the general credit of the Governmental Entity or against its taxing power, except to the extent that the payments payable under the Agreement are special limited obligations of the Governmental Entity as provided in the Agreement; and

that a breach of these resolutions, the Agreement or any related document will not impose any pecuniary liability upon the Governmental Entity or any charge upon its general credit or against its taxing power, except to the extent that the payments payable under the Agreement are special limited obligations of the Governmental Entity as provided in the Agreement; and

that the authority granted by these resolutions will apply equally and with the same effect to the successors in office of the Authorized Persons.

I, _____ of BOWIE COUNTY TEXAS, certify that the resolutions above are a full, true and correct copy of resolutions of the governing body of the Governmental Entity. I also certify that the resolutions were duly and regularly passed and adopted at a meeting of the governing body of the Governmental Entity. I also certify that such meeting was duly and regularly called and held in all respects as required by law, at the Governmental Entity's office. I also certify that at such meeting, a majority of the governing body of the Governmental Entity was present and voted in favor of these resolutions.

I also certify that these resolutions are still in full force and effect and have not been amended or revoked.

IN WITNESS of these resolutions, the signatory named below executes this document on behalf of the Governmental Entity.

SIGNATURE [To be signed by authorized individual.]

Signature _____

Title _____

Date _____



This Amendment (the "Amendment"), dated _____ (the "Effective Date"), to the Governmental Lease-Purchase Agreement (the "Agreement") for the Transaction Number set out above is by and between the parties identified below.

1. PARTIES

LESSOR:

LESSEE:

CATERPILLAR FINANCIAL SERVICES CORPORATION
2120 West End Avenue
Nashville, TN 37203

BOWIE COUNTY TEXAS
710 JAMES BOWIE DR
NEW BOSTON, TX 75570-2328

2. TERMS AND CONDITIONS

- a) Capitalized terms used but not defined herein will have the meaning given them in the Agreement.
- b) Except as provided herein, the Agreement will remain unchanged and in full force and effect in accordance with its terms. Any additional modifications are null and void unless approved in writing by you and us. Nothing herein will be deemed to be a waiver or amendment of any other provision contained in the Agreement or any of our rights or remedies under the Agreement.
- c) As of the Effective Date, the Agreement is amended as set forth below.

3. AMENDMENT

Section 7 of the Agreement is amended and restated in its entirety as follows:

"7. **Annual Right of Termination.** You may terminate this Agreement as of the last day of any fiscal year during the term hereof by giving us sixty (60) days prior written notice (although the failure to give such notice will not affect your right to terminate this Agreement as provided herein). In the event you terminate this Agreement during the term hereof pursuant to this Section, you will, no later than the last day of such fiscal year, return to us all, but not less than all, of the Units, at your sole expense and in accordance with the terms of this Agreement. Upon such return, this Agreement will terminate as of the last day of such fiscal year (the "Termination Date"). Thereafter, you will not incur any additional obligations under this Agreement, provided, however, that you must pay all Lease Payments and other Payments due prior to the Termination Date or attributable to such period, and provided, further, that you must pay month-to-month lease payments at the rate set forth in this Agreement for each month or part thereof that you fail to return the Units.

SIGNATURES

CATERPILLAR FINANCIAL SERVICES CORPORATION

BOWIE COUNTY TEXAS

Signature _____

Signature _____

Name (Print) _____

Name (Print) _____

Title _____

Title _____

Date _____

Date _____

Purchase Agreement
Contract Number 001-70214996



This Purchase Agreement is between **HOLT TEXAS, LTD.** ("Vendor") and **Caterpillar Financial Services Corporation** ("Cat Financial"). Vendor agrees to sell to Cat Financial and Cat Financial agrees to buy from Vendor the equipment described below (the "Unit(s)"), subject to the terms and conditions set forth below and on the reverse side hereof.

Description of Unit(s)	Serial#	VIN #	Freight	Total Price
(1) 140-15 CATERPILLAR Motor Grader	EB210304		\$	\$354,230.05
(1) 140-15 CATERPILLAR Motor Grader	EB210316		\$	\$354,230.05

Lessee:
BOWIE COUNTY TEXAS
710 JAMES BOWIE DR
NEW BOSTON, TX 75570-2328

Subtotal	\$708,460.10
Federal Excise Tax	\$0.00
Other Tax	\$0.00
Total Purchase Price	\$708,460.10
Unit(s) Delivery Point:	
710 JAMES BOWIE DR	
NEW BOSTON, TX 75570-2328	

See next page for additional terms and conditions.

SIGNATURES

CATERPILLAR FINANCIAL SERVICES CORPORATION

HOLT TEXAS, LTD.

Signature _____

Signature _____

Name (Print) _____

Name (Print) _____

Title _____

Title _____

Date _____

Date _____

1. The lessee named on the front hereof (the "Lessee") has selected the Unit(s), instructed Cat Financial to purchase the Unit(s) from Vendor, and agreed to lease the Unit(s) from Cat Financial.
2. Cat Financial (or its assignee) will have no obligation hereunder (and any sums previously paid by Cat Financial to Vendor with respect to the Unit(s) shall be promptly refunded to Cat Financial) unless (a) all of the conditions set forth in Section 1.3 (if a master lease agreement) or Section 1 (if a non-master lease agreement) of the lease with the Lessee covering the Unit(s) have been timely fulfilled and (b) the Lessee has not communicated to Cat Financial (or its assignee), prior to "Delivery" (as hereinafter defined) of the Unit(s), an intent not to lease the Unit(s) from Cat Financial. All conditions specified in this paragraph shall be deemed timely fulfilled unless prior to Delivery of the Unit(s), Cat Financial (or its assignee) shall notify Vendor to the contrary in writing, which shall include fax or email. "Delivery" shall mean the later of the time (a) Cat Financial executes this Purchase Agreement or (b) the Lessee or its agent takes control and/or physical possession of the Unit(s).
3. Upon timely satisfaction of the conditions specified in Paragraph 2 above, ownership, title and risk of loss to the Unit(s) shall transfer to Cat Financial (or its assignee) upon Delivery of the Unit(s).
4. Vendor warrants that (a) upon Delivery of the Unit(s), Cat Financial (or its assignee) will be the owner of and have absolute title to the Unit(s) free and clear of all claims, liens, security interests and encumbrances and the description of the Unit(s) set forth herein is correct and (b) the Unit Transaction Price set forth on the front hereof for each unit of Unit(s) leased under a lease is equal to such Unit(s)'s fair market value.
5. Vendor shall forever warrant and defend the sale of the Unit(s) to Cat Financial (or its assignee), its successors and assigns, against any person claiming an interest in the Unit(s).
6. Provided that no event of default exists under any agreement between Lessee and Cat Financial and upon timely satisfaction of the conditions specified in Paragraph 2 above, and unless otherwise agreed to in this Purchase Agreement, Cat Financial (or its assignee) shall pay Vendor the total Purchase Price set forth on the front hereof for the Unit(s) within three business days following (a) the receipt and approval by Cat Financial of all documentation deemed necessary by Cat Financial in connection with the lease transaction and (b) all credit conditions have been satisfied.
7. Vendor shall deliver the Unit(s) to the Lessee at the delivery point set forth on the front hereof.
8. This Purchase Agreement may be assigned by Cat Financial to a third party. Vendor hereby consents to any such assignment.
9. This Purchase Agreement shall become effective only upon execution by Cat Financial.



1. PARTIES

LESSOR	LESSEE
CATERPILLAR FINANCIAL SERVICES CORPORATION	BOWIE COUNTY TEXAS

2. PAYMENT SCHEDULE

<u>PAYMENT NUMBER</u>	<u>PAYMENT DATE</u>	<u>PAYMENT AMOUNT</u>
1	_____	\$190,000.00
2 - 5	_____	\$109,445.60
6	_____	\$256,320.00

SIGNATURES

CATERPILLAR FINANCIAL SERVICES CORPORATION	BOWIE COUNTY TEXAS
Signature _____	Signature _____
Name (Print) _____	Name (Print) _____
Title _____	Title _____
Date _____	Date _____



Opinion of Counsel

Re: Governmental Equipment Lease-Purchase Agreement (Contract Number 001-70214996) (the "Lease") Between BOWIE COUNTY TEXAS ("Lessee") and Caterpillar Financial Services Corporation ("Lessor")

Sir/Madam:

I am an attorney for Lessee, and in that capacity, I am familiar with the above-referenced transaction, the Lease, and all other documents pertaining to the Lease (the Lease and such other documents pertaining to the Lease being referred to as the "Lease Agreements").

Based on my examination of these and such other documents, records and papers and matters of fact and laws as I deemed to be relevant and necessary as the basis for my opinion set forth below, upon which opinion Lessor and any subsequent assignee of Lessor's interest may rely, it is my opinion that:

- 1. Lessee is a fully constituted political subdivision or agency duly organized and existing under the Constitution and laws of the State of Texas (the "State"), and is authorized by such Constitution and laws (i) to enter into the transaction contemplated by the Lease Agreements and (ii) to carry out its obligations thereunder.
2. The Lease Agreements (i) have been duly authorized, executed and delivered by Lessee and (ii) constitute valid, legal and binding obligations and agreements of Lessee, enforceable against Lessee in accordance with their terms, assuming due authorization and execution thereof by Lessor.
3. No further approval, license, consent, authorization or withholding of objections is required from any federal, state or local governmental authority with respect to the entering into or performance by Lessee of the Lease Agreements and the transactions contemplated by the Lease Agreements.
4. Lessee has sufficient appropriations or other funds available to pay all amounts due under the Lease Agreements for the current fiscal year.
5. The interest payable to Lessor by Lessee under the Lease Agreements is exempt from federal income taxation pursuant to Section 103 of the Internal Revenue Code of 1986, as amended.
6. The entering into and performance of the Lease Agreements will not (i) conflict with, or constitute a breach or violation of, any judgment, consent decree, order, law, regulation, bond, indenture or lease applicable to Lessee, or (ii) result in any breach of, or constitute a default under, or result in the creation of, any lien, charge, security interest or other encumbrance upon any assets of Lessee or the Units (as defined in the Lease) pursuant to any indenture, mortgage, deed of trust, bank loan, credit agreement or other instrument to which Lessee is a party, or by which it or its assets may be bound.
7. No litigation or proceeding is pending or, to the best of my knowledge, threatened to, or which may, (a) restrain or enjoin the execution, delivery or performance by Lessee of the Lease Agreements, (b) in any way contest the validity of the Lease Agreements, (c) contest or question (i) the creation or existence of Lessee or its governing body or (ii) the authority or ability of Lessee to execute or deliver the Lease Agreements or to comply with or perform its obligations under the Lease Agreements. There is no litigation or proceeding pending or, to the best of my knowledge, threatened that seeks to or could restrain or enjoin Lessee from annually appropriating sufficient funds to pay the Lease Payments (as defined in the Lease) or other amounts contemplated by the Lease Agreements. In addition, I am not aware of any facts or circumstances which would give rise to any litigation or proceeding described in this paragraph.
8. The Units are personal property and, when subjected to use by Lessee, will not be or become fixtures under the laws of the State.
9. The authorization, approval and execution of the Lease Agreements, and all other proceedings related to the transactions contemplated by the Lease Agreements, have been performed in accordance with all applicable open meeting, public records, public bidding and all other applicable laws, rules and regulations of the State.
10. The appropriation of moneys to pay the Lease Payments coming due under the Lease and any other amounts contemplated by the Lease Agreements does not and will not result in the violation of any constitutional, statutory or other limitation relating to the manner, form or amount of indebtedness which may be incurred by Lessee.
11. The Lessor will have a perfected security interest in the Units upon the filing of an executed UCC-1 or other financing statement at the time of acceptance of the Units with the Secretary of State for the State.

SIGNATURE

BOWIE COUNTY TEXAS

Name(Print): _____ Date: _____
Signature: _____ Address: _____
Title: _____

COVERAGE THAT GETS YOU BACK TO BUSINESS



Your equipment is one of your operation's biggest financial investments. Our Physical Damage Insurance is built to protect it. If your new or used machine experiences a covered loss, we'll get it repaired or replaced—so you can get back to work fast.

WE'VE GOT YOU COVERED

PROTECT YOUR HEAVY EQUIPMENT WITH PHYSICAL DAMAGE INSURANCE

- For covered total losses, we pay up to policy limits the **GREATER** of—
 - > The payoff value of your loan*
 - > Actual cash value
 - > Fair market value
- **FULL REPLACEMENT COST** for Cat® genuine parts, where available, and repairs by an authorized Cat dealer or facility of choice
- Coverage for **RENTAL COSTS** up to \$500 per day, up to \$10,000 per occurrence and \$100,000 coverage for rented replacement equipment
- **PROTECT** any brand of equipment you own – as well as trailers and attachments that are purchased with the equipment and listed on the sales invoice



To learn more about the insurance coverage available for your machines, talk to your Cat dealer or contact us at 1.800.248.4228 or PhysicalDamage@cat.co



This is only a brief description of the program. The actual policy will govern.

This marketing tool does not represent a contract or obligation of any kind between Caterpillar Inc., its subsidiaries or affiliates, and the equipment owner. For details on any dealer agreement, including a complete description of the terms, conditions, and/or exclusions, contact your local Cat dealer. All graphics and lists in this marketing tool are provided solely for general information purposes and are not intended to be a solicitation or an offer to sell any product or service.

100
YEARS
CATERPILLAR®

*Less late payments and fees

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CAT
Financial



CATERPILLAR INSURANCE COMPANY (CIC) SELECTION FORM

Before financing your equipment, you must arrange physical damage insurance on the equipment identified below. The insurance may be provided through an insurance agent or insurance company of your choice. We recommend the insurance company has a financial strength rating of at least A- from either A.M. Best, Moody's, S&P, Fitch, or Kroll Bond Agency ("KBRA").

As an alternative to obtaining your own insurance, you may elect to have your equipment insured under coverage arranged by Caterpillar Insurance Services Corporation (CISC), that has been designed specifically for those that purchase Cat® equipment.

Please complete this form if you elect to insure your equipment with Caterpillar Insurance Company (CIC).

CIC Physical Damage Insurance Program (the Program) Summary

Please note: This is only a brief description of the CIC Physical Damage Insurance Program. Contractual provisions contained in the policy will govern.

Coverage

The Program protects your equipment against physical damage losses, including collision, fire, theft, vandalism, upset or overturn, flood, sinking, earthquake and other unfortunate acts of nature. The protection has been designed for owners of heavy equipment and provides benefits you most likely would not find in other plans.

The Program does include normal exclusions. Some important exclusions include, but are not limited to, wear and tear, rust, loss of income, acts of war, nuclear damage, mechanical breakdown, automobiles, watercraft, waterborne shipments, tires or tubes or mobile track belts damaged by blow-out, puncture, and road damage.

The Program does not cover losses to your equipment that you loan, lease, or rent to others.

Repairs

When a covered loss occurs, the Program will pay for Cat® replacement parts, where available, on all your new or used Caterpillar equipment. For all other equipment from other manufacturers, the Program will pay for comparable replacement parts.

Rental Reimbursement

The Program allows for rental expenses up to \$10,000 per occurrence but not more than \$500 per day that you incur to rent similar equipment following a covered loss. You are automatically protected with up to \$100,000 of coverage for damage to the similar equipment you rent.

Claims

In the event of a total loss, the Program will pay the greater of, not to exceed policy limits, the following:

- The payoff value of the loan, excluding past due payments and late charges, on the damaged parts or equipment as of the date of loss; or
- The actual cash value of the covered property; or
- The Fair Market Value of replacing that property with property of like kind and quality.

Debris Removal

The Program will pay 25% of the direct physical loss plus the deductible, up to a \$10,000 maximum above the limit of insurance of the covered property.

Fire Department Service Charge

The Program will pay fire department service fees up to \$10,000.

Deductible

Construction and Agricultural Equipment Deductible: \$1,000

Forestry Equipment Deductible: \$5,000

Customer Service

If you have any questions or need additional details, see your Authorized Cat Dealer or call CISC toll free at **1-800-248-4228 option 2**.

You may also e-mail CISC at physicaldamage@cat.com.

POLICYHOLDER DISCLOSURE

NOTICE OF TERRORISM RISK INSURANCE ACT OF 2002

(as extended by the Terrorism Risk Insurance Extension Act of 2005, as amended in 2007, as extended in 2015, and amended in 2019)

You are hereby notified that under the Terrorism Risk Insurance Act, as amended defines in Section 102(1) of the Act: The term "act of terrorism" means any act that is certified by the Secretary of the Treasury - in concurrence with the Secretary of State, and the Attorney General of the United States - to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

Under your coverage, any losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Terrorism Risk Insurance Act, as amended in 2019. However, your policy may contain other exclusions, which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States Government reimburses 80% of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The Terrorism Risk Insurance Act, as amended, contains a \$100 billion cap that limits U.S. Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds \$100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced. The portion of your premium that is attributable to coverage for terrorist acts certified under the Act is: \$ 0.00.

APPLICATION FOR CIC PHYSICAL DAMAGE INSURANCE

Item	Year	Model #	Equipment Description	Serial/VIN	State	Policy Limit (Value Including Total Tax)	Pymt Method-3 Total Premium	Pymt Method-1 Finance Pymt
1	2026	140-15	Caterpillar Motor Grader	EB210304	TX	\$388,812.98	\$18,895.00	\$4,155.69
1	2026	140-15	Caterpillar Motor Grader	EB210316	TX	\$388,861.72	\$18,900.00	\$4,156.79

Marsha Blaisdell

Marsha Blaisdell, Authorized Insurance Producer

Arranged by Caterpillar Insurance Services Corporation

I understand that the total insurance premium for 60 months will be \$37,795.00, which is \$7559.00 per year based upon the total equipment value of \$777,674.70.

- Method 1 I will finance the insurance premium, including finance charges, of \$8,312.49 per scheduled equipment payment. The finance charge is calculated at 4.99% per annum on the total insurance premium covering the full term of the finance agreement. By choosing Method 1 and signing this document I am agreeing to finance the insurance along with the equipment payments with Caterpillar Financial Services Corporation.
- Method 2 I desire coverage for an initial 12 month term. I will pay the \$7559.00 premium and return the payment with the signed equipment documents.
- Method 3 I will pay the total premium and return the payment with the signed equipment documents.
- Method 4 I decline insurance through Caterpillar Insurance Company. I elect to obtain my own commercial insurance on the equipment shown from an agent or insurance company of my choice.

If selecting method 2 or 3 above, you are also eligible to pay with Cat Commercial Account.

- I will pay by Cat Commercial Account and provide my account information below.
- I will pay by check Please make check payable to Caterpillar Insurance Services Corp. and include Policy Number CIC - 70214996 on your check.
- Not applicable—Only Choose this option if Method 4 is selected above.

Accountholder Name

Cat Commercial Account Number

Authorized User Signature

Print Name

I understand that the quote I receive is not a binder of insurance. If I elect to obtain coverage from CIC, coverage will be effective in accordance with the terms and conditions of the issued Policy and that I may terminate the coverage at any time with advance written notice.

I acknowledge that I have been notified that, under the TERRORISM RISK INSURANCE ACT of 2002 (as extended by the Terrorism Risk Insurance Extension Act of 2019), any losses caused by certified acts of terrorism under my policy will result in coverage under my policy that will be partially reimbursed by the United States as outlined in the attached policyholder disclosure notification.

I also acknowledge I have been advised that, if I accept this insurance, an appointed licensed insurance producer may receive commission compensation.

Dealer Name: HOLT TEXAS, LTD.
Customer Name: BOWIE COUNTY TEXAS
Billing Address: 710 JAMES BOWIE DR
NEW BOSTON, TX 75570-2328

Please note: If you would like a no obligation quote on your additional equipment, call 1-800-248-4228 option 2.

Accepted By: _____ Name (PRINT): _____

Title: _____ Date: _____

Fraud Warning:

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

Applicable in AL: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or who knowingly presents false information in an application for insurance is guilty of a crime and may be subject to restitution, fines or confinement in prison, or any combination thereof.

Applicable in MD: Any person who knowingly or willfully presents a false or fraudulent claim for payment of a loss or benefit or knowingly or willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

Applicable in AK: A person who knowingly and with intent to injure, defraud, or deceive an insurance company files a claim containing false, incomplete, or misleading information may be prosecuted under state law.

Applicable in CA: For your protection, California law requires the following to appear on this form: Any person who knowingly presents false or fraudulent information to obtain or amend insurance coverage or to make a claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

Applicable in CO: It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

Applicable in DC: WARNING: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.

Applicable in FL: Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

Applicable in HI: Intentionally or knowingly misrepresenting or concealing a material fact, opinion or intention to obtain coverage, benefits, recovery or compensation when presenting an application for the issuance or renewal of an insurance policy or when presenting a claim for the payment of a loss is a criminal offense punishable by fines or imprisonment, or both.

Applicable in ID: Any person who knowingly, and with intent to defraud or deceive any insurance company, files a statement of claim containing any false, incomplete, or misleading information is guilty of a felony.

Applicable in KS: Any person who commits a fraudulent insurance act is guilty of a crime and may be subject to restitution, fines, and confinement in prison. A fraudulent insurance act means an act committed by any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer or insurance agent or broker, any written, electronic, electronic impulse, facsimile, magnetic, oral, or telephonic communication or statement as part of, or in support of, an application for insurance, or the rating of an insurance policy, or a claim for payment or other benefit under an insurance policy, which such person knows to contain materially false information concerning any material fact thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto.

Applicable in KY, NY, and PA: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties (not to exceed five thousand dollars and the stated value of the claim for each such violation)*. *Applies in NY Only.

Applicable in ME, TN, VA, and WA: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties (may)* include imprisonment, fines, and denial of insurance benefits. *Applies in ME Only.

Applicable in NJ: Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

Applicable in NM: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to civil fines and criminal penalties.

Applicable in OH: Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

Applicable in OK: WARNING – Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

Applicable in OR: Any person who knowingly and with intent to defraud or solicit another to defraud the insurer by submitting an application containing a false statement as to any material fact may be violating state law.

Applicable in PR: Any person who knowingly and with the intention of defrauding presents false information in an insurance application, or presents, helps, or causes the presentation of a fraudulent claim for the payment of a loss or any other benefit, or presents more than one claim for the same damage or loss, shall incur a felony and, upon conviction, shall be sanctioned for each violation with a penalty of a fine of not less than five thousand dollars (\$5,000) and not more than ten thousand dollars (\$10,000), or a fixed term of imprisonment for three (3) years, or both penalties. Should aggravating circumstances [be] present, the penalty thus established may be increased to a maximum of five (5) years, if extenuating circumstances are present, it may be reduced to a minimum of two (2) years.

INSURANCE SELECTION FORM- INSURANCE REQUIREMENTS



Before funding your equipment, you must arrange physical damage insurance on the equipment identified below. The insurance may be provided through an insurance agent or insurance company of your choice, provided the insurance company has a financial strength rating of at least A- from either A.M. Best, Moody's, S&P, Fitch or Kroll Bond Rating Agency ("KBRA").

Physical Damage coverage must show that Caterpillar Financial Services Corporation has been named as loss payee for the equipment's replacement value. The deductible must be shown. Liability Coverage must be a minimum of \$1,000,000 or combined coverage for bodily injury and property damage per occurrence. Caterpillar Financial Services Corporation must be named as additional insured.

As an alternative to obtaining your own Physical Damage coverage, you may elect to have your equipment insured under coverage arranged by Caterpillar Insurance Services Corporation designed specifically for those that purchase Cat® equipment. If a quote is not included in your document package, please contact your Cat dealer, call **1-800-248-4228**, or e-mail PhysicalDamage@cat.com.

Please complete this form to provide contact information for your liability coverage, as well as your physical damage coverage if you did not elect to arrange your physical damage coverage through Caterpillar Insurance Services Corporation.

Transaction Number: 001-70214996
 Dealer Name: HOLT TEXAS, LTD.
 Customer's Name: BOWIE COUNTY TEXAS
 Address: 710 JAMES BOWIE DR
 NEW BOSTON, TX 75570-2328

I have entered into the above agreement under which I am responsible for providing insurance against ALL RISKS of direct physical loss or damage for the replacement value of the following equipment, subject to common exclusions such as damage caused by corrosion, rust, mechanical or electrical breakdown, etc.

Model #	Equipment Description	Serial #	VIN#	Policy Limit (Value Including Tax)
1. 140-15	2026 Caterpillar Motor Grader	EB210304		\$388,812.98
1. 140-15	2026 Caterpillar Motor Grader	EB210316		\$388,861.72

Insurance Agency		Insurance Agent's Name	
Street Address			
City	State	Zip	
Agent's Phone Number	Fax Number	E-mail Address	

TO CUSTOMER'S INSURANCE AGENT

Caterpillar Financial Services Corporation must be added as a Loss Payee for physical damage and as an Additional Insured for general liability for the equipment listed above:

- To my existing policy number(s) _____, which now provide the coverage required, or
- To a policy or policies which you are authorized to issue in the name listed above which will provide the coverage required.

Signature _____

Name(Print) _____

Title _____

Date _____

PROCESSING OF THIS TRANSACTION MAY BE HELD PENDING RECEIPT OF THIS INFORMATION

PLEASE FORWARD A COPY OF THE CERTIFICATE OR BINDER EVIDENCING COVERAGE TO:

**CATERPILLAR FINANCIAL SERVICES CORPORATION Attn: Document Services
2120 West End Avenue Nashville, TN 37203**

PLEASE ATTACH A COPY OF THIS NOTICE TO PROOF OF INSURANCE

CUSTOMER INFORMATION VERIFICATION
Contract Number 001-70214996



CUSTOMER INFORMATION

CHANGES TO CUSTOMER INFORMATION

Customer Name: BOWIE COUNTY TEXAS

Physical Address: 710 JAMES BOWIE DR
NEW BOSTON, TX, 75570-2328

Mailing Address: 710 JAMES BOWIE DR
NEW BOSTON, TX, 75570-2328

Equipment Location: 710 JAMES BOWIE DR
NEW BOSTON, TX, 75570-2328

Business Phone: 9036286831

Mobile Phone: _____

E-mail Address: goodsell@txkusa.org

The changes above apply to: Current Request for financing All active contracts

TAX INFORMATION

Tax Exempt** Non-Exempt

Asset outside the City limits Yes _____ No _____

***A Tax Exemption Certificate is required for all tax exempt customer. If you are tax exempt – please enclose a current tax exemption certificate to be returned with your documents.**

AUTO PAY INFORMATION (Checking Account Information)

- I decline Auto Pay authorization at this time
- I request and authorize Caterpillar Financial Services Corporation ("Cat Financial") to begin debiting my account for the amounts due under the contract(s) indicated below, with debits made to my account and withdrawn by Cat Financial, provided my account has sufficient collected funds to pay the debit when presented. If my financial institution dishonors any debit for any reason, Cat Financial may issue another debit in substitution for the dishonored debit and will have no liability on account of a dishonored debit. I agree that Cat Financial's rights relating to each debit will be the same as if I had personally signed a check. I agree that I will be liable to make payment promptly, including any applicable late fees, if any debit is not paid, unless Cat Financial or its agents or affiliates are directly responsible for the nonpayment. I acknowledge that I may cancel this authorization at any time by written notice to Cat Financial, which notice will be effective 10 days after receipt; however, my cancellation of this authorization does not terminate, cancel or reduce my obligations under the contract(s). I understand that Cat Financial will not notify me in advance of any withdrawal and I agree to waive all pre-notification requirements in respect of all debits drawn under this authorization. Please use the information below to set up Auto Pay on:

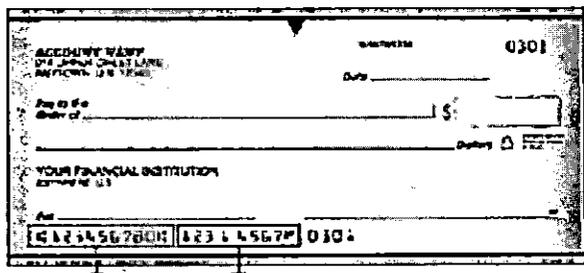
Bank Name _____

Routing Number _____ 9 digits

Account Number _____ 3-17 digits

Re-Enter Account Number _____ 3-17 digits

Account Name (exactly as it appears on Check) _____



Routing Number Account Number

CUSTOMER SIGNATURE

The information above has been reviewed and is accurate to the best of my knowledge. For a joint account, all account holders must sign if more than one signature is required on checks issued against the account.

Name _____

Title _____

For questions or assistance with Auto Pay, or for information about your account, please contact Customer Service, 1-800-651-0567.

Thank you for selecting Caterpillar products and for allowing Caterpillar Financial Services Corporation to serve your financing needs. Included in this document package are all of the forms that will be needed for standard tax exempt lease purchase transactions. The forms have been designed to be clear, concise and user friendly. We have also provided a brief explanation of the purpose of each form. If you wish to discuss any of the forms or have any questions about any aspect of this transaction, we encourage you to contact your Caterpillar Dealer or Caterpillar Financial Services Corporation at 1-866-263-3791 Option # 5.

A. Governmental Equipment Lease-Purchase Agreement. The Governmental Lease-Purchase Agreement contains the terms that govern each transaction between us. It is the standard Caterpillar Financial Services Corporation tax exempt lease-purchase agreement, and provides that we will lease to you the equipment described therein pursuant to a full payout amortization schedule. A new Governmental Equipment Lease-Purchase Agreement will have to be signed in connection with each transaction.

B. Lessee's Authorizing Resolution. The Authorizing Resolution is evidence you have taken the necessary governing body actions to approve the Governmental Equipment Lease-Purchase Agreement. Although the authorizing instrument is often a resolution, it may also take other forms such as an ordinance. We are agreeable to using your customary or standard form provided it contains specific approval for the lease-purchase agreement, designates persons who are authorized to sign on your behalf and either approves the document forms or delegates this authority to a named official **C.**

Verification of Insurance. The Certificate of Insurance is intended to supply information regarding the insurance coverage for the equipment being lease-purchased. You will need to supply the requested information to us so we can verify coverage.

D. Opinion of Counsel. An opinion of counsel is required in connection with each Governmental Equipment Lease-Purchase Agreement. The opinion is intended to confirm that you have complied with all open meeting laws, publication and notice requirements, procedural rules for governing body meetings, and any other relevant state or local government statutes, ordinances, rules or regulations. We would be unable to confirm compliance with these laws and regulations ourselves absent long delays and higher costs so we rely upon the opinion of your attorney since he/she may have been involved in the process to approve our transaction and is an expert in the laws and regulations to which you are subject. The opinion also confirms that you are an entity eligible to issue tax-exempt obligations and that the Governmental Equipment Lease-Purchase Agreement will be treated as tax-exempt as it is your obligation to ensure that you have complied with relevant tax law.

E. Form of 8038G or GC. Form 8038 is required by the Internal Revenue Service in order to monitor the amount of tax-exempt obligations issued. You have to execute a Form 8038 for each Governmental Equipment Lease-Purchase Agreement. Whether a Form 8038 G or GC is required depends on the original principal amount of the Governmental Equipment Lease-Purchase Agreement. If the original principal amount is less than \$100,000 Form 8038GC is filed with the IRS. If the original principal amount is \$100,000 or more Form 8038G is filed with the IRS. Choose the appropriate 8038 form and complete according to IRS guidelines. Contact your TM or Sales Support Representative for assistance. IRS Form 8038G

<http://www.irs.gov/pub/irs-pdf/f8038g.pdf>

IRS Form 8038GC <http://www.irs.gov/pub/irs-pdf/f8038gc.pdf>

This Explanation of Contents is prepared as an accommodation to the parties named herein. It is intended as an example of some of the documents that Caterpillar Financial Services Corporation, in its reasonable judgment, may require and is not intended to constitute legal advice. Please engage and use your own legal counsel. We understand that the laws of the various states are different so nothing herein shall be construed as a warranty or representation that the documents listed herein are the only documents that may be required in any particular transaction or that any particular transaction, if documented in accordance with this Explanation of Contents, will be a valid, binding and enforceable obligation enforceable against the parties named herein in accordance with the terms of the documents named herein.

HOLT TEXAS, LTD.
5665 SE LOOP 410
San Antonio, TX 78222-3903

Reference:

BOWIE COUNTY TEXAS

We are requesting a copy of the minutes of the appropriation meeting during which the funds for this deal were allocated.

A copy of this information is necessary to complete the documentation package and to fund the deal. Your ability to return a complete package will ensure timely payment to you.

Thank you for your assistance.

CATERPILLAR FINANCIAL SERVICES CORPORATION
DOCUMENTATION DEPARTMENT

Caterpillar Financial Services Corporation

INVOICE

Page	Date	Invoice No.
I	02/27/2026	001-70214996

BOWIE COUNTY TEXAS
710 JAMES BOWIE DR
NEW BOSTON, TX 75570-2328

Description	Serial	VIN	Due Date	Pmt. No.	Amount
(1) 2026 CATERPILLAR 140-15 MOTOR GRADER	EB210316		Upon Receipt.	1	\$95,000.00

WITHOUT THE APPROPRIATE TAX EXEMPTION CERTIFICATE, APPLICABLE SALES AND/OR USE TAX WILL BE CHARGED.

PLEASE PAY THIS AMOUNT \$ \$95,000.00

Invoice No.	Total Enclosed.
001-70214996 - 1	\$

BOWIE COUNTY TEXAS
710 JAMES BOWIE DR
NEW BOSTON, TX 75570-2328

Remit To: Caterpillar Financial Services Corporation
5th Floor Document Services
Doc Specialist: HOLT TEXAS, LTD.
2120 West End Ave.
Nashville, TN 37203

RETURN INVOICE AND CHECK FOR SPECIFIED PAYMENT(S) WITH SIGNED DOCUMENTS.

Your check will be cashed by Caterpillar Financial Services Corporation (CFSC) upon receipt, but that act will not constitute acceptance by CFSC of the Loan, Lease or Schedule. If CFSC accepts and executes the Loan, Lease or Schedule, the proceeds of this check will be applied to the specified payments. If CFSC does not accept the Loan, Lease or Schedule, CFSC will return an amount equal to this check.

Caterpillar Financial Services Corporation

INVOICE

Page	Date	Invoice No.
1	02/27/2026	001-70214996

BOWIE COUNTY TEXAS
710 JAMES BOWIE DR
NEW BOSTON, TX 75570-2328

Description	Serial	VIN	Due Date	Pmt. No.	Amount
(1) 2026 CATERPILLAR 140-15 MOTOR GRADER	EB210304		Upon Receipt.	1	\$95,000.00

WITHOUT THE APPROPRIATE TAX EXEMPTION CERTIFICATE, APPLICABLE SALES AND/OR USE TAX WILL BE CHARGED.

PLEASE PAY THIS AMOUNT \$ \$95,000.00

Invoice No.	Total Enclosed
001-70214996 - 1	\$

BOWIE COUNTY TEXAS
710 JAMES BOWIE DR
NEW BOSTON, TX 75570-2328

Remit To: Caterpillar Financial Services Corporation
5th Floor Document Services
Doc Specialist: HOLT TEXAS, LTD.
2120 West End Ave.
Nashville, TN 37203

RETURN INVOICE AND CHECK FOR SPECIFIED PAYMENT(S) WITH SIGNED DOCUMENTS.

Your check will be cashed by Caterpillar Financial Services Corporation (CFSC) upon receipt, but that act will not constitute acceptance by CFSC of the Loan, Lease or Schedule. If CFSC accepts and executes the Loan, Lease or Schedule, the proceeds of this check will be applied to the specified payments. If CFSC does not accept the Loan, Lease or Schedule, CFSC will return an amount equal to this check.

TEXAS SALES AND USE TAX EXEMPTION CERTIFICATION

Name of purchaser, firm or agency	
Address (Street & number, P.O. Box or Route number)	Phone (Area code and number)
City, State, ZIP code	

I, the purchaser named above, claim an exemption from payment of sales and use taxes (for the purchase of taxable items described below or on the attached order or invoice) from:

Seller: **Holt Texas LTD dba Holt Cat**

Street address: **5665 SE Loop 410** City, State, ZIP code: **San Antonio, Texas 78222**

Description of items to be purchased or on the attached order or invoice:

Purchaser claims this exemption for the following reason:

I understand that I will be liable for payment of all state and local sales or use taxes which may become due for failure to comply with the provisions of the Tax Code and/or all applicable law.

I understand that it is a criminal offense to give an exemption certificate to the seller for taxable items that I know, at the time of purchase, will be used in a manner other than that expressed in this certificate, and depending on the amount of tax evaded, the offense may range from a Class C misdemeanor to a felony of the second degree.

 Purchaser	Title	Date
---	-------	------

NOTE: This certificate cannot be issued for the purchase, lease, or rental of a motor vehicle.

THIS CERTIFICATE DOES NOT REQUIRE A NUMBER TO BE VALID.

Sales and Use Tax "Exemption Numbers" or "Tax Exempt" Numbers do not exist.

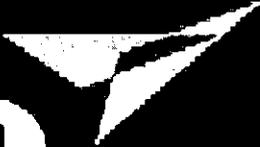
This certificate should be furnished to the supplier. Do **not** send the completed certificate to the Comptroller of Public Accounts.

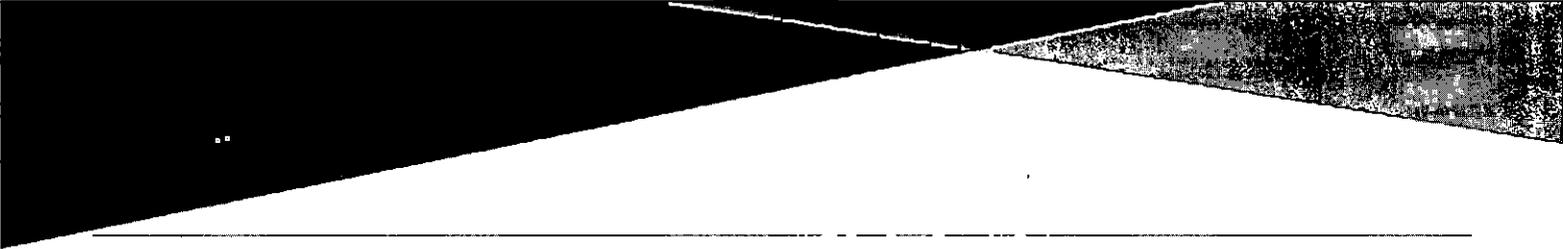
February 17, 2026

Lori Caraway
Bowie District Clerk | TX

Powering Modern Government™

Chris Finch
973.903.3374
chris.finch@kofile.com
6300 Cedar Springs Road
Dallas, TX 75235

Kofile 
Powering Modern Government



COVER LETTER

To Whom It May Concern,

This proposal addresses Bowie District Clerk | TX for Book Preservation, and Archival Imaging Services and is presented by Kofile Technologies, Inc. (Kofile).

Kofile is uniquely qualified as the largest and most experienced records preservation and modernization company in the United States.

Quoted services include Book Preservation, and Archival Imaging.

With patented innovations, unmatched expertise, and a deep commitment to serving communities, we help organizations navigate preservation and digital transformation with confidence. Backed by proven results and trusted by thousands of government leaders nationwide, Kofile is your ally in building efficiency, security, and legacy. Let us preserve your permanent records while shaping the future—together.

Sincerely,

Chris Finch

Chris Finch
Account Executive

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COMPANY OVERVIEW

History

At Kofile, we do not just preserve and digitize records—we modernize governance. Our solutions streamline workflows, enhance security, and provide seamless public access, ensuring that critical records are protected for future generations. With a deep commitment to partnership with our clients, we help organizations navigate digital transformation with confidence. Kofile is the only ally you need to build efficiency, security, and lasting impact.

Kofile: A History of Innovation and Preservation

1888 - The Formative Years

Enduro Binders, Inc., established in 1888 and acquired by Kofile in 2009, has been granted several patents over the years. Notable patents include:

- **Kofile Disaster-Safe Document Binder** (Patent No. 10,160,255, issued December 26, 2018): acts as a mini-vault to protect records from air, water, fire, mold, or other contaminants. Binders are customizable and can be title stamped to leave a permanent mark on history.
- **Lay-flat Pockets** (Patent No. 7,943,220, B1, issued May 17, 2011): are sealed on three sides and have a static seal on the fourth side preventing contamination thereby reducing risk of mold and mildew growth of preserved documents. The static seal is not permanently closed so documents can be removed without the need to replace the pocket.

Founding Kofile (2009-2011)

Kofile was established in **2009**, bringing together the industry's best practices and most experienced personnel in historical and permanent U.S. public records management. In **2011**, Kofile's original owner purchased the former Microfilm Division of Eastman Kodak (formerly located in Rochester, NY) and renamed it Eastman Park Micrographics, Inc. (EPM). This acquisition solidified Kofile's expertise in film preservation and digital imaging, making it the **largest critical records preservation and digitization company in the United States**.

Kofile is comprised of some of the oldest and **most experienced** private firms specializing in public records preservation:

- **Joseph J. Marotti Co., Inc.**— Founded in **1961**, operated under that name for **48 years**.
- **Brown's River Bindery**— Founded in **1972**, operated under that name for **37 years**.
- **Louisiana Binding Service, Inc. (LBS)**— Founded in **1987**, operated under that name for **24 years**.
- **Safeguard Imaging, LLC**— Founded in **2009**, purchased and renamed **Kofile Solutions, Inc.** in **2010**, providing digitization and indexing services. In **2015**, this company merged into Kofile.
- **PFA, Inc.**— Founded in **1969**, operated under that name for **50 years**, purchased and renamed **Kofile Services, Inc.** in **2019**. In **2021**, this company merged into Kofile.



Expansion and Technology Growth (2015-2019)

Between **2015 and 2019**, Kofile expanded its solutions for government recordkeeping, launching **licenses, permits, and vitals solutions** with improved citizen access and search capabilities. A major milestone was reached in **2016** when Kofile deployed the **first cloud-architected official government records solution** in the U.S.

In **2018**, the company launched a **new cloud commerce platform** and updated its land and property records solutions. By **2019**, Kofile had expanded its cloud recording platform to multiple states, demonstrating a commitment to digital transformation in records management.

Strategic Acquisitions and Growth (2020-2022)

On **January 29, 2020**, Boston-based investment firm **Audax Private Equity** acquired Kofile, providing capital and resources to accelerate its growth and acquire Data Preservation Services and Seamless Docs.

In **2022**, Kofile purchased **Eastman Park Micrographics, Inc. (EPM) Lab Services**, bringing microfilm processing, duplication, and inspection fully under its control.

Recent Developments and Leadership Changes (2023-Present)

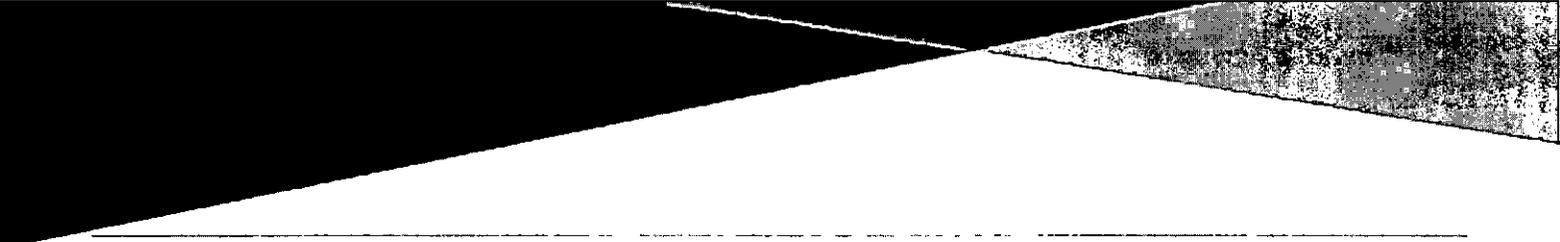
In **2024**, Kofile announced leadership changes with **Ray Aschenbach as CEO**. The shift aimed to enhance execution, accelerate innovation, and drive long-term business growth.

Kofile Today

- Kofile employs **over 500 employees** across the U.S.
- It remains a privately owned corporation under **Kofile, Inc. (100% owner)**.
- With a legacy built on **preserving historical records and embracing digital transformation**, Kofile continues to **modernize government services through expertise, innovation, and technology**.

Company & Employee Profile

Organization Legal Name	Kofile Technologies, Inc.
Type of Business	Corporation
Ownership	Owned 100% by Kofile, Inc. (Private Holding Company)
Tax ID	26-4034328
State/Date of Incorporation	1/8/2009 Delaware
SAM.GOV UEI No.	GUUCEJ3BYEB4
Principal Place of Business	Corporate Digitization & Conservation Lab 6300 Cedar Springs Road, Dallas, TX 75235
Mailing Address	P.O. Box 541028, Dallas, TX 75354
Region Serviced	National Company
Employee Count	Companywide: 500+ Permanent Employees Micrographics & Digitization Lab: Sun Valley, CA: Staffed by 34 Employees (with others working remotely within the State, supporting this Lab)
Website	www.Kofile.com
Organization Representative Name(s) and Contact Information	Authority to Bind: Zach Horn Authority to Clarify Proposal: Chris Finch chris.finch@kofile.com 973.903.3374



Experience

Kofile is dedicated to preserving and protecting America's public records, serving over 3,000 government clients across 33 states. With decades of experience, Kofile has successfully completed tens of thousands of projects, from small-scale local initiatives to large-scale records preservation and digitization for major metropolitan areas.

Kofile's expertise spans permanent retention, historical, and active records for a wide range of government and public entities, including Auditors, Elections Offices, County and District Clerks, Assessors, Recorders, Courts, District Attorneys, Tax Assessors, Sheriffs, and Judges. Whether for small municipalities or large metropolitan areas, Kofile delivers tailored solutions to meet the unique needs of each client.

Key Differentiators

In a landscape of strained budgets, outdated systems, and ever-evolving mandates, **Kofile** stands as a true partner to government agencies—trusted not just for what we do, but for how we do it. We don't just digitize public records; we preserve legacies, fortify access, and future-proof operations with secure, scalable, and strategic solutions.

What Sets Us Apart

Our People and Expertise

- **Unmatched scale and specialization** with over 500 employees across four secure U.S. facilities
- **Decades of experience** delivering successful records projects for over 3,000 local governments, including Bexar County (San Antonio), LA County (Los Angeles), Dallas County (Dallas), Wayne County (Detroit), and Harris County (Houston)
- **Proven capability** to digitize over 25 million pages and preserve 6+ million archival pages annually
- **Trusted across funding sources**, including federally funded initiatives requiring strict adherence to FERPA, HIPAA, CJIS, and local government mandates
- **Cross-functional teams** of preservationists, technicians, and compliance experts who deliver precise, on-time results
- **Comprehensive project support** from assessment and planning to execution and delivery



Our Commitment to the Future

- **Cloud-based digital access platform:** Our proprietary cloud-based platform for secure, indexed access to land, court, vital, and case records, with optional e-commerce for self-funded record access
- **Civic HubSM:** An intuitive digital portal designed to improve engagement between governments and their constituents
- **State-of-the-art infrastructure** including a 150,000 sq. ft. fire- and F5 tornado-resistant Dallas HQ, climate-controlled environments, archival-grade vaults, and restricted-access security protocols
- **Advanced equipment** such as large-format, non-contact, and batch scanners, custom-built software, and patented preservation tools like Disaster-Safe Binders and lay-flat sleeves
- **Tailored storage solutions** engineered for long-term preservation, from mobile shelving and plat systems to custom records desks
- **Strategic planning for continuity:** Hundreds of customized records management plans designed to future-proof access and safeguard against catastrophic events

Our Commitment to You

- **Transparent partnerships** with clear scopes, timelines, and pricing from day one—no surprises
- **Client ownership of data:** You retain full control of your records and digital files at all times
- **Secure transport and chain of custody:** DOT-compliant vehicles, GPS tracking, and item-level inventory ensure safe and accountable handling
- **Rigorous QA/QC protocols:** Every document is reviewed with manual image comparison; defects are corrected in-house before delivery
- **Scalable, responsive service** for projects of any size—from single departments to multi-county or district-wide initiatives
- **Assessment-driven approach:** Complimentary evaluations provide a clear picture of your record collection's condition, risks, and opportunities
- **Dedicated support teams** including solution architects and technical specialists guiding you from kickoff to delivery

SERVICES

Kofile is a national leader in the preservation, digitization, and modernization of public records. We partner with government agencies to protect and transform their most valuable documents through archival-safe preservation, digitization, and accurate indexing services. Our expertise extends to the conversion of microfilm and microfiche, ensuring long-term access to aging media formats. Kofile also offers a suite of complementary products and solutions—including our proprietary digital access platform, custom shelving systems, and patented lay-flat mylar sleeves and archival binders—designed to enhance records organization, accessibility, and security. With decades of experience and a commitment to excellence, Kofile delivers scalable, end-to-end solutions tailored to the evolving needs of public agencies.

Preservation

Kofile performs all services in accordance with the Code of Ethics & Guidelines for Practice of the American Institute for Conservation (AIC).

Preservation minimizes the chemical and physical deterioration of the page which prolongs the existence and useful life of the original format. Preservation can include removal of the original from public access, treatment, stabilization, preventative care, digitization - or any maintenance or repair of the existing resource.



Common Areas of Concern

Sound preservation ensures accessibility to irreplaceable and permanent documents.

Acidic Paper

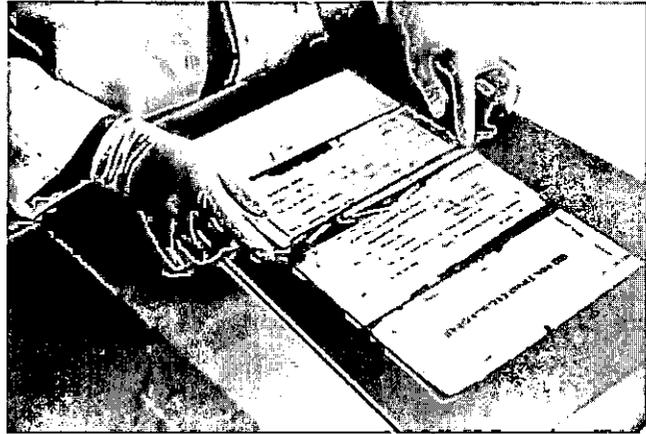
Past papermaking utilized bleach to obtain white sheets. As a result, this paper becomes increasingly acidic as evidenced by embrittlement and yellowish-brown discoloring. Paper also embrittles when relative humidity drops or fluctuates.

Acidic Ink

Acidic inks can eat or burn through a sheet. Unmonitored temperature and relative humidity (RH) accelerate this process. Inks can also fade with exposure to UV light. Historically, iron gall inks were the standard. These inks contain sulfuric acid - which fades with time. With proper treatments, chemical breakdowns (such as acid hydrolysis) are remedied. Without preservation services, your documents will degrade over time.

Mechanical Damage (Use & Abuse)

Everyday use affects collections. Sheets bear signs of grime and the natural oils of hands. Exposed sheets are susceptible to damage and loss. Dirt and other pollutants can serve as ignition sources and weaken exposed paper. Even with careful handling, paper fragments are vulnerable to damage—which is why a lay-flat pocket is essential for protection and preservation.



Binding Margin

The binding margins of many volumes are compromised due to guillotining. In order to rebind and protect these sheets, encapsulation is the solution. If a volume were re-bound as is, without encapsulation, vital information could be lost in the binding margin.

Always question vendors if they recommend power cutters (guillotining) to dismantle sewn books. Kofile never tries a procedure that could result in a loss of text or weaken the paper's integrity. A sheet's binding margin should never be compromised.

Broken Book Block

Once a binding fails, damage escalates. Sheets are free to drift from the protection of the book block. With exposure, fragments become abused and susceptible to loss.

Failing Index Stacks

Index Books sustain the most use. Thus, they suffer greater risks of text loss and sheet deterioration. Paper strength is completely depleted from continuous use. Eventually, tabs and sheet fragments are lost. Immediate attention is required.

Tape & Non-Archival Adhesives

The Library of Congress warns about the culprits of pressure sensitive tapes—such as scotch, masking, 'invisible,' quick-release, cellophane, and even so-called 'archival' tapes—all are unstable. These tapes and adhesives will stain the paper and may cause inks and colors to 'bleed.' Many lose their adhesive properties and fall off with age, leaving behind a residue that is unsightly, damaging to the item and difficult to remove.

Adhesive stains lead to issues during imaging. Awarding a low-bid imaging and microfilm project may result in illegible images. To enhance image quality, conservation is essential. A conservator can remove water-based, synthetic, and pressure sensitive adhesives.

Page extenders are an inappropriate quick fix to a prevailing problem. To save these records, the margins need correcting, which is the underlying issue causing the deterioration of the sheets. The acid content of the sheet extenders only adds to the chemical breakdown of the paper's fibers.



Lamination Removal

Kofile conservators fully review existing lamination and reverse the process, removing the laminate using a proprietary solvent solution. The possibility of removing the laminate depends on careful testing at our conservation lab. In a small percentage of cases, the adhesive is resistant to the solvent solution and cannot be removed safely. **Conservators will not attempt removal if the removal process will damage either the document's paper or ink.** If conservators cannot

remove the laminate safely, Kofile will contact Bowie District Clerk | TX directly to discuss alternatives.

Non-Archival Quality Materials

The off-gasses of deteriorating metals contribute to the chemical breakdown of paper. Major culprits include the metal content of book spines, the surrounding physical environment, and non-archival fasteners (such as binder clips, paper clips, and staples). These off-gasses eventually destroy the fabric of the volume. Another symptom of metal oxidation is foxing, or foxlike (reddish and brown color) stains or blotches on paper.

Temperature & Humidity Monitoring

While temperature and limited air circulation are crucial to a document's longevity, humidity and water are the most destructive threats.

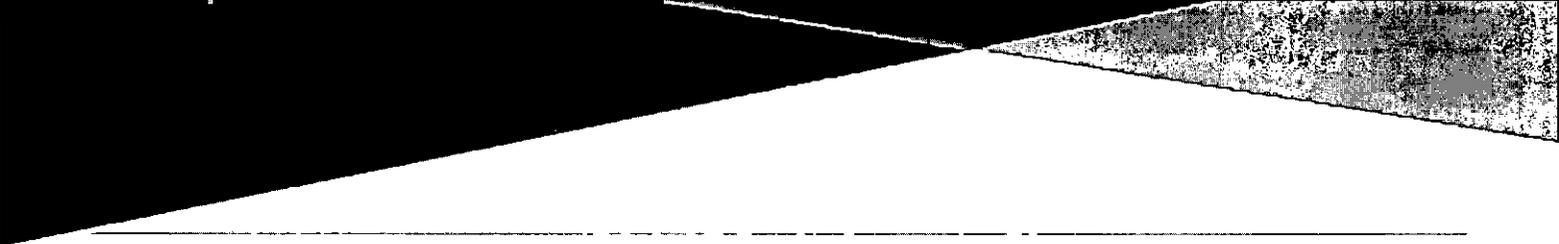
Relative Humidity (RH) refers to the amount of water vapor present in the air. Maintaining a set point of 40-45% RH is optimal, but costly. The maximum acceptable total RH variation, or operating range, is 5% on either side of this set point. RH should never exceed 55% or drop below 30%.

Temperatures above 75 degrees° Fahrenheit and relative humidity higher than 60% encourage mold and other bacteria growth within 48-72 hours. Even slight changes in temperature can double the natural aging rate of paper. In reality, temperature and RH are not consistent in any building (especially on weekends).

Note: the above recommendations regarding temperature and humidity are adhered to in the preservation process and are the recommended environmental conditions for preserved documents upon their return.

After exposure to water, pages adhere to one another when in a compressed environment. Separation without loss of text and water-soluble inks (such as signatures) is vital. Red inks smear first, then blue inks, and lastly, black inks.

The mitigation of mold or micro-organics (which can result with the introduction of water or humidity fluctuations), should only be attempted by a trained professional. Water damage can also lead to other issues such as binding failure. The necessary treatments are time consuming and require a highly skilled conservator.



Visit the Image Permanence Institute (IPI) at www.dpicalc.org to explore the correlation of temperature and RH on natural aging, mechanical damage, mold risk, and metal corrosion (as exemplified above).

Treatment Specifications

Kofile regularly addresses historical and permanent documents, including manuscripts, typescripts, negative Photostats, trifold, blueprints, re-creations, plats, and maps. No treatment, repair, or maintenance is used that is not 100% reversible.

Dismantle

Original binding materials, such as threads and adhesive residues, are carefully removed. Old manuscripts often have protein-based binding adhesives such as fish, bone, or rabbit skin glues. The application of steam with specialized equipment can soften the materials that are otherwise difficult to remove. Kofile does not try any procedure that could result in a loss of text or weakening the paper's integrity. A sheet's binding marking should never be compromised.

Surface Cleaning

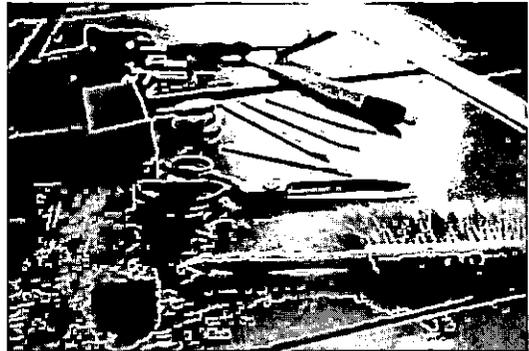
Surface cleaning sheets remove materials and deposits including dust, soot, airborne particulate, sediment from water damage, mold/mildew residue, active micro-organic growth, insect detritus, or biological or mineral contaminants. Tools include a microspatula, soft dusting brush, latex sponge, powdered vinyl eraser, or soft block eraser.

Removal of Fasteners

Kofile removes fasteners, page markers, and any metal mechanisms. Fasteners, such as binder clips, staples, paper clips, string ties, rubber bands, brads, straight pins, etc., cause damage in short periods. This includes physical damage (decreased paper strength due to punctures or distortion) and chemical damage (rust).

Removal of Varnish, Tape & Adhesives

Varnish, tape, and adhesive residue are reduced as much as possible without further degrading the original. When possible, adhesives and tape are removed with two primary mechanical techniques: Heat Removal or Peeling. Heat removal is used when adhesive is loose, old, or brittle. Peeling is used when removal by heat is unnecessary. Solvents are a last resort, and local application occurs only after testing.



A microspatula (sometimes heated) coaxes threads, tape, and glue from the paper. A Hot Tools remover can soften adhesive for removal. Dial-Temp controls the transfer of heat and guards against scorching. The remaining adhesive is treated with a gum compound eraser.

Adhesive reduction begins with the most benign process. If mechanical tape removal is unsuccessful, the next alternative is chemical. This is either a local or spot treatment or

immersion in a solvent bath. Kofile ensures that its laboratories are equipped to process chemical treatments correctly and safely. Previous repairs that cannot be removed safely will remain.

If possible, water-soluble repairs are removed with water or steam. Only fully trained, experienced, and supervised staff attempt removal of water-soluble repairs. While iron gall ink is safe for aqueous treatment, many inks may fade and compromise legibility. Extensive testing is required.

Flattening & Humidification

Improperly stored paper becomes inflexible and retains a memory of the storage position. Kofile's technicians are experienced with all methods and tools to flatten paper including the use of tacking irons, heat presses, and an Ultrasonic Humidification Chamber.

After careful testing, the Ultrasonic Humidification Chamber is used to correct the most fragile documents folds and bends. This significant investment, with which other private labs are rarely equipped, represents Kofile's foresight and commitment to offering the best available technology.

Mending torn paper is an art form and requires a variety of materials depending on the paper's color, tone, condition, and weight. The length of the tear(s) and the degree of embrittlement or fragmentation are also concerns. Kofile mends tears greater than 1/2 inch if the document is going to be encapsulated.

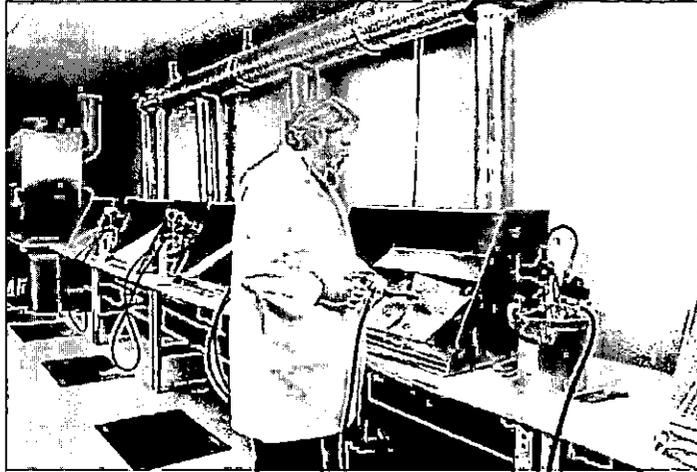
Specialized paper and paste are commonly used, and all mending materials are acid free and reversible. Mending strips are cut so the edge of the paper visually integrates with the page without clashing aesthetically or historically. Fragmented edges, folds, tears, cracks, voids, and losses are all mended in this fashion. The mending paper used is strong and is transparent after application and while visible to the trained eye, it does not distract from the document.

A low-temperature, acrylic adhesive that bonds to the paper may also be used for reinforcement of damaged sheets. Kofile also constructs its own version with acid-free tissue paper and liquid acrylic adhesive.



Deacidification

Deacidification is only performed after careful pH and compatibility testing. Kofile is equipped with multiple custom-built spray exhaust booths. All are routed through 320an HVAC system for optimum performance.



A commercially prepared buffer solution is applied to both sides of the sheet with compressed air sprayer equipment. The solution is non-flammable and non-toxic. The active ingredient, magnesium oxide, neutralizes acid and provides an alkaline reserve. This chemical is inert, safe, and does not degrade the sheet. Once the buffer is applied, the paper's pH alters slowly. After deacidification, random testing ensures an 8 pH with a deviation of no more than 2-4%.

Encapsulation

In archival encapsulation, the document floats freely and is not taped or glued to the pocket. Kofile uses SKC SH725 polyester (Polyethylene Terephthalate - PET) which is the most inert, rigid, dimensionally stable (dimstab), and strongest plastic film. Otherwise known as Mylar® Type D or Melinex® 516, it is clear, smooth, odorless, and is resistant to distorting or melting in case of fire.



Each sheet is encapsulated in a 2-mil patented polyester pocket: Lay-flat Archival Polyester Pocket™, US Patent #7,943,220 B1, 5/17/2011. This pocket is welded closed on three sides, and a Reemay® strip, or spunbonded polyester, statically seals out atmospheric pollutants while allowing off-gassing on the fourth side. This provides easy access to the original document without cutting the pocket (some companies weld all four sides).

This construction allows for a flat book block and reinforces the binding edge for added strength and years of service. Available in custom sizes, the Pocket dimensions will match the 'book block' dimensions with a 1½ inch or 1¼ inch binding margin.

Archival Recorder Binders

Volumes are hand-cased at 320 pages or less and pockets are punched (on the binding edge). Books with large capacities may be split to account for the weight of the Mylar. Kofile punches pockets to any hole specifications and can repair/replace index tabs.



Kofile manufactures binder components at 1/4 inch incremental capacities on a per-book basis. Kofile can manufacture custom binder sizes, shapes, spines, colors, and lettering. Each binder features durable cover boards and a spine to support the pages' weight. All materials, including the cover boards and adhesives, are acid free.

Printing

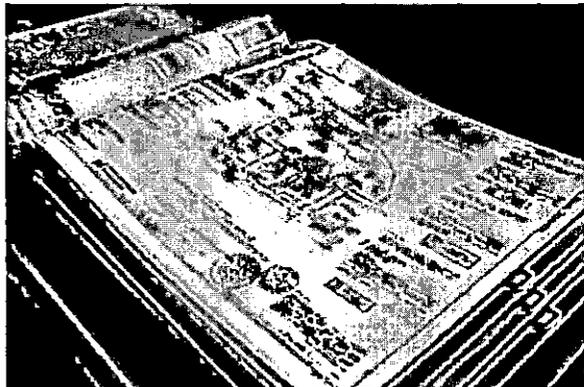
Title stamping can follow the same format/style as the originals. A printing sheet is sent for approval. If any titling, dates, or other information from an original volume is noted in error, Bowie District Clerk | TX will be notified. Any changes are approved by Bowie District Clerk | TX.

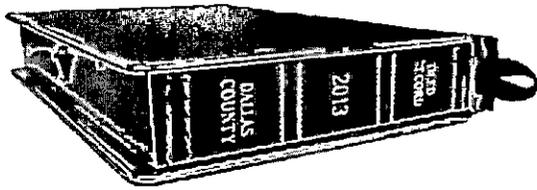
Heritage Recorder Binder

The Heritage Recorder Binder (pictured above) is a post binder, but the binding can also be sewn. This binder is available in various colors in genuine or imitation leather, or canvas. Cover is custom printed per the client's requirements.

Plat Binder

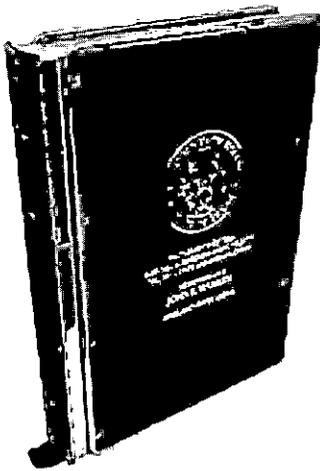
Plats are bound in custom archival Plat Binders, see example below. This is a four-post binder. The binder is available in polymer or imitation leather—both with options for customized imprinting and a client seal.





Kofile Disaster Safe Binder (Kofile DSB)

Kofile's patented DSB provides unparalleled protection and storage. Developed after Hurricane Katrina to address the devastation of the Orleans Parish archives, it protects sheets from water, fire, and physical disruption.

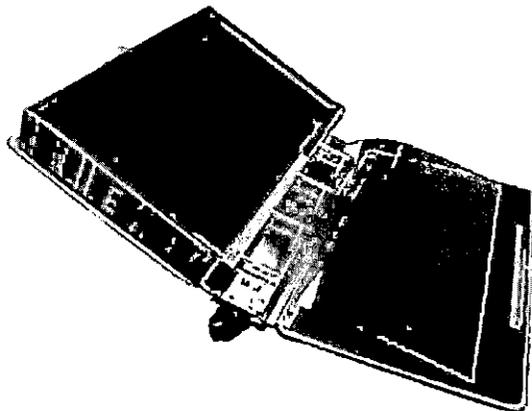


The Kofile DSB enables the encapsulated sheets to hang from the binder's posts—much like a hanging vertical plat cabinet. This feature allows collections to return in a smaller storage footprint with 4Post™ Shelving.

The Kofile DSB provides functionality and access ease while offering the highest rate of return on the client's investment. It is a portable vault for housing records of enduring value. It provides progressive protection from exposure to fire, water, Relative Humidity (RH), atmospheric pollutants, ultraviolet (UV) light, impact, and drops. The Kofile DSB also features a lifetime warranty against rust.

Other Kofile DSB Features Include:

Stainless Steel—The metal mechanism and book block apron are constructed of stable, corrosion-proof 316 stainless steel, which does not emit harmful gaseous pollutants like cold roll steel.



Support to the Book Block—The Kofile DSB is equipped with a Polyester Foam Insert, which ensures physical support to the book block and allows library-style storage.

Microclimate—The Kofile DSB creates a Microclimate, an independent, stable environment separating sheets from the external atmosphere.

Security Lock—A security lock hinge protects from theft.

Nonflammable & Self-Extinguishing—With nonflammable cover boards and materials, the Kofile DSB is self-extinguishing. These proprietary features protect the contained pages in extreme temperatures.

Digitization

Digitizing a collection of documents creates an electronic representation of the original paper archival records. Digitization is not meant to replace the archival record, but to aid in its preservation and protect the original from physical handling through enabling electronic access. Images can be made available publicly or restricted to authorized users through platforms such as Kofile's QuicklinkSM. The digital copy also serves as a back-up if the original is misplaced, damaged, or destroyed.

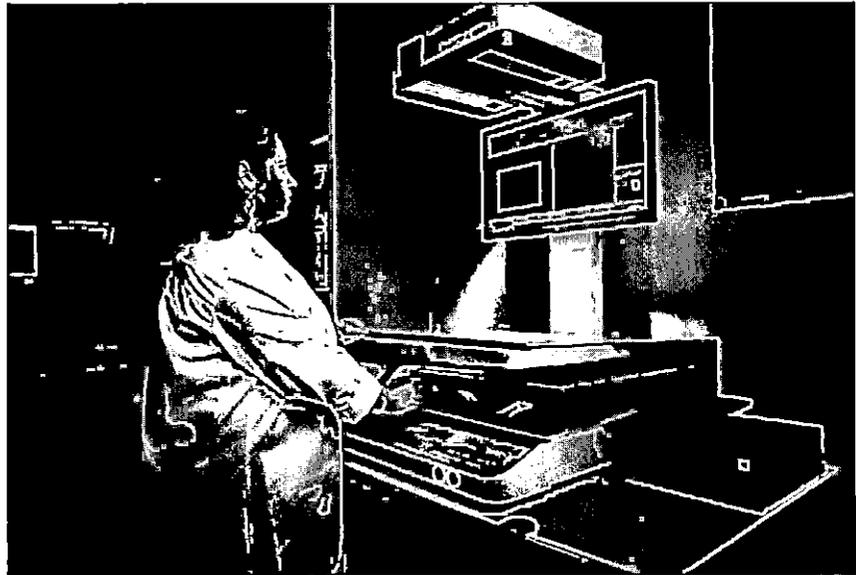
Kofile offers a wide range of experience-backed services to meet the full spectrum of your digitization needs and can be coupled with our Preservation services to create the best possible image from fragile or damaged original documents. Technicians are trained to handle fragile and historical documents and use the best hardware and software available based upon the material and the requirements for the resulting images. Kofile's experience, tools, processes, and technology position us to handle large-scale digitization of permanent and non-permanent paper records to meet most any requirement and use case. For Archival digitization, Kofile can utilize tools and processes consistent with the U.S. National Archives and Records Administration (NARA) technical guidelines for digitization.

Our digitization workflows begin with our chain of custody for all books, boxes, maps, etc., that are received from our clients. We manifest every client item to ensure that we can electronically track activities and location throughout the digitization process. Each step in the digitization process is logged in our tracking database to create an audit trail of which

technicians executed each task. Electronically tracking every step in our process allows us to provide updates on progress and to reconcile each item that was received is also returned to the client upon completion of the digitization process.

*Available age
Enhancement*

When clients require that the digital image be easier to read or 'look better' than the original document, Kofile will utilize processes that are based on our experience and on our best-in-class technology to improve image traits such as contrast, skew, jagged borders, stains, etc. Kofile IMAGE PERFECT PRO is Kofile's proprietary digital SLR-based software which



utilizes proprietary algorithms that are critical for creating the best image possible from damaged and/or aged document and collections.

Kofile IMAGE PERFECT PRO enables technicians to apply different algorithms to sections of the image based upon need and to make incremental adjustments until the best possible combinations are identified.

Quality Targets permit operators to view image quality at scan. Images, even those scanned on different devices, are normalized. This software measures image quality and propagates this data through the imaging chain. Quality Targets serve as the foundation for quality assurance analysis.

Quality Targets are utilized in the scanning process to establish the baseline digital capture quality of the scanner during scanning. Therefore, Kofile can measure the digitization physics at the time of capture. Kofile IMAGE PERFECT PRO can measure each image at a minimum for:

- Target dpi
- Target Tone scale & correction
- Color Management
- Brightness/Contrast Correction
- Gamma Adjustment
- White Balancing
- Page Orientation
- Exposure uniformity
- Color reproduction

If applicable to the project, Kofile performs negative Photostat polarity reversal (so that all characters are black on a positive background). The document certification strip (file strip) is inverted to match the polarity of the final image.

If requested, annotations are supported to allow the addition of Name, Book Type, Volume, and Page on the image. Image quality metadata is captured from the image header, along with a secured digital signature that certifies the fidelity and integrity of every image scanned.

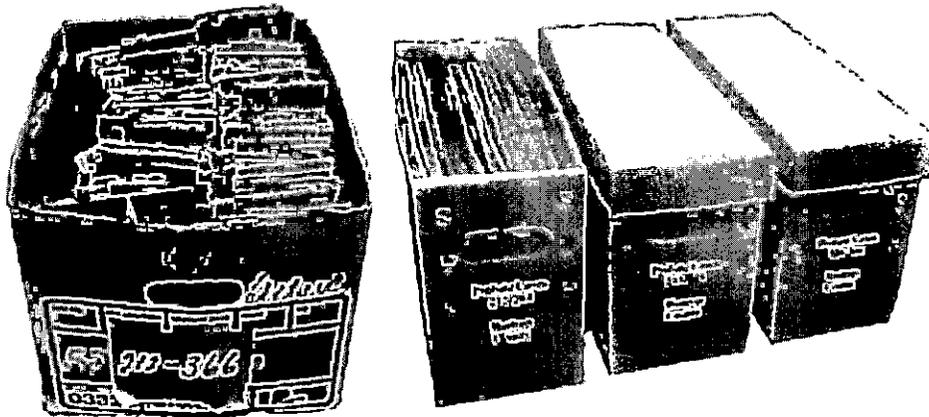
Quality Control (QC)

Our Quality Control (QC) process ensures that all images are certified. **Each image is sight checked during QC.** Kofile technicians ensure there are no missing pages, double feeds, or added attached pages. Every processed image is inspected, and finally, a digital inventory check is conducted before delivery.

Advanced Equipment

Kofile can scan mixed-sized and large-format documents. Kofile employs a range of scanners to tailor imaging services to the document that requires imaging. All the scanners employ double feed page detection to adjust for varying paper sizes and, more importantly, thicknesses to reduce pull-throughs on thin papers following thick bond. Fragile documents are imaged by hand and not fed through an automated Document feeder. Kofile's technicians are trained to handle fragile documents.

ARCHIVAL BOXES & FOLDERS

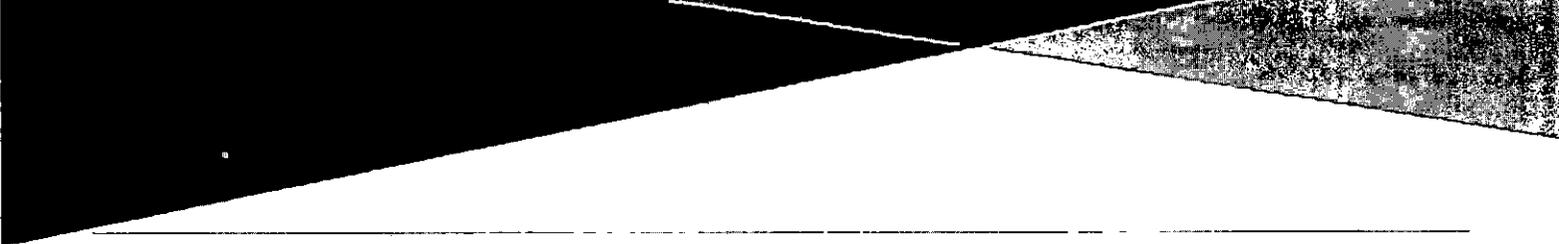


The box to the left is the original box, and the Coroplast™ boxes to the right are the rehoused files.

If required, Kofile offers the service of organizing scanned documents in new, corrugated plastic boxes that are

more suited to preserve the original documents. These boxes are acid-free and comprised of a chemically inert co-polymer. They offer unparalleled strength and high density, and they are water resistant. Each box and folder are appropriately labeled based on its contents.

Original shuck envelopes can be saved and preserved or returned, or as pictured above, photocopied to save space in the returned files.



IMPLEMENTATION METHODOLOGY

Kofile follows a structured, client-centered implementation approach designed to ensure accuracy, transparency, and minimal disruption to your organization's operations. Kofile will work to align scope, timelines, technical requirements, and key stakeholders during the initiation phase of the engagement. Our teams conduct thorough assessments of record conditions, formats, and retention needs to define the most effective path forward—whether the project involves digitization, indexing, microfilm, or preservation.

Throughout execution, we maintain chain-of-custody tracking, rigorous quality control, and real-time progress updates via secure platforms. Services are delivered through a combination of on-site and facility-based workflows, depending on client needs, and all deliverables are validated prior to handoff. Kofile's methodology ensures that each project is compliant, scalable, and built to meet both immediate access goals and long-term archival standards.

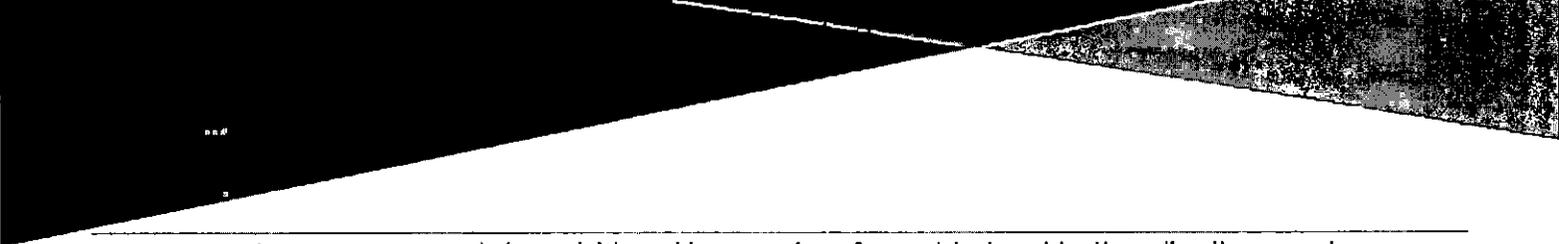
SCOPE OF WORK

Book Preservation

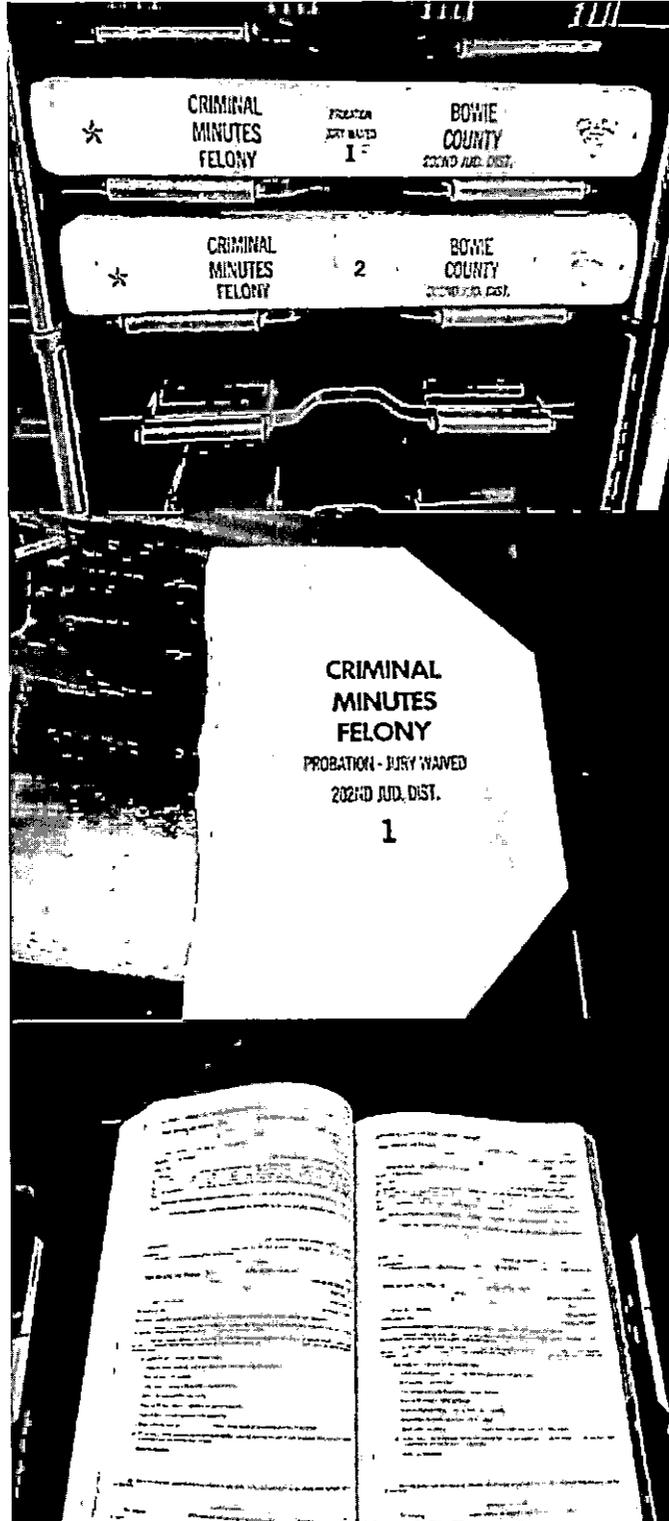
- Inspect and log each item upon receipt.
- Disbind volumes by hand (Kofile does not guillotine volumes to separate pages).
- Flatten sheets using tacking irons, heat presses, or an Ultrasonic Humidification Chamber.
- Surface clean sheets according to in accordance with the Code of Ethics & Guidelines for Practice of the American Institute for Conservation (AIC).
- Remove any non-archival repairs, adhesives, residual glues, fasteners, or lamination to the extent possible without causing damage to paper and inks.
- Mend tears and guard burns on back side of sheets with acid free and reversible mending materials.
- Deacidify sheets with Kofile's proprietary solution Bookkeepers®.
- Encapsulate each sheet in Kofile's proprietary Lay Flat Archival Polyester Pocket™.
- Re-bind in custom archival quality binder (Heritage Recorder Binder or Kofile's proprietary Disaster-Safe Binder). A volume may return split due to the added weight of the Mylar.

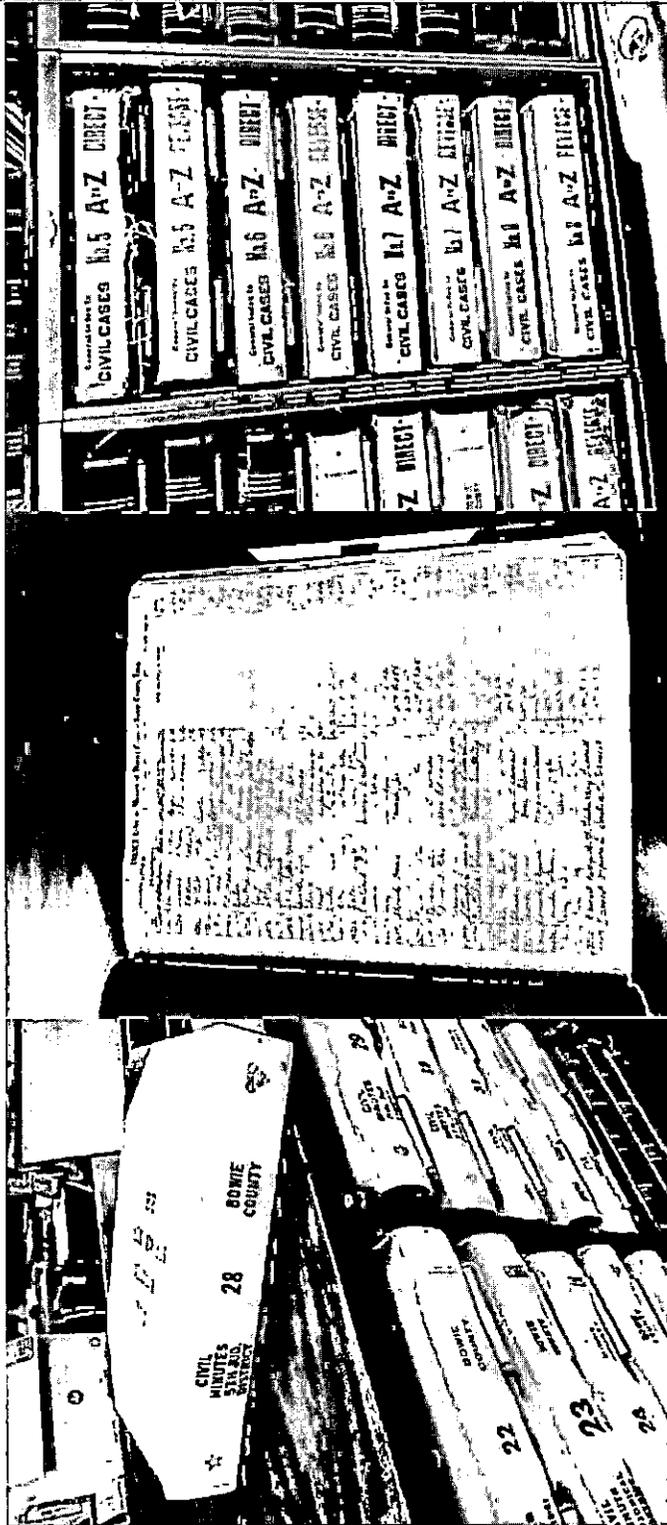
Archival Imaging

- Separate pages by hand into singular sheets.
- Images are captured at 300 dpi in greyscale to ensure optimum contrast, legibility, and flexibility for further image enhancement when required.

- 
-
- Images accumulate as bi-tonal images in a format to load to the client's record-keeping system. (Please note that uploading to a system incurs an additional charge.)
 - Capture verification.
 - IMAGE PERFECT, Kofile's proprietary software, ensures the optimum image quality with custom image clean up and enhancements such as deskew, despeckle, character repair, polarity reversal, and zonal processing.
 - Crop excess blank space around image. This may involve manual cropping to ensure best quality image.
 - Images are named (tagged for the directory file structure) by book, volume, and page.
 - Images are grouped (stapled) together to form documents.
 - If applicable, images are optimized and scaled for system output.
 - When multiple documents (Deeds, Birth Record, etc.) exist on a single page, images are split so that each document is viewable individually. In the case of Vitals, this service incurs additional charges. Amendments are stapled to the appropriate Certificate and indexed in place of the original Certificate.
 - Stitching: If identified, images receive stitching where necessary, such as entries that horizontally span the length of more than one page.
 - Client receives a master in a medium suitable to the project size (e.g., SFTP, USB).

ASSESSMENT PHOTOS





TRANSPORTATION & FACILITIES

Kofile prioritizes security and accountability at every stage of records management. From GPS-tracked, DOT-compliant transportation to strict chain-of-custody protocols, we ensure records remain protected and meticulously tracked. Our permanent, climate-controlled facilities feature advanced security systems and archival vaults, providing a secure environment for processing and preserving critical government records.

Secure Transportation

Kofile personnel pick up and transport records. Kofile will provide all supplies, materials, equipment, transportation, and related items. Additionally:

- Vehicles are DOT compliant
- Vehicle doors remain locked – including rear gate with padlock
- Include GPS

Go through a vehicle pre-check before leaving

Chain of Custody Control

Kofile's chain of custody control is unparalleled. Kofile Transportation Services monitors inventory at the box, folder, and page level, and experts examine each item prior to any service. The chain of custody includes transport, facility security, technological safeguards, and project management tools/tracking.

State-of-the-Art Facilities

Kofile has:

- Secure, permanent facilities employing full-time, permanent employees.
- Code-compliant facilities and archival, climate-controlled vaults.
- State-of-the-art security systems.
- East, Central, and West Coast facilities servicing the entire country.



Kofile headquarters, located in Dallas, TX:

This is a permanent 150,000 square foot facility that features:

- Fire-resistant brick and concrete building (F5 Tornado Resistant). Structural steel support members, fire-rated walls, ceiling, and flooring.
- Archival vaults (Media Vault and two Book/Paper Vaults).
- Security fences surround the property with restricted control access at each gate/door.
- State-of-the-art security systems protect the entire facility and each vault.

PRICING

Without a signed agreement, prices are good for 90 days. Pricing is based on estimated document and page counts and condition. Final billing occurs on actual document and page counts and condition per mutually agreed upon pricing; not to exceed the P.O. without written authorization.

Bowie District Clerk TX					
Project Overview - Estimated Volumes and Pricing					
Record Series	Volume	UOM	Quantity	Level of Service	Estimated Total
General Index to Civil Cases - Direct	2-8	Per Page	2,794	Book Preservation	\$21,513.80
General Index to Civil Cases - Direct	2-8	Per Image	2,325	Archival Imaging	\$4,464.00
5th Judicial District Civil Minutes	22-26	Per Page	3,204	Book Preservation	\$20,569.68
5th Judicial District Civil Minutes	22-26	Per Image	3,204	Archival Imaging	\$2,338.92
202nd Judicial Court Criminal Minutes - Misdemeanor	1	Per Page	565	Book Preservation	\$3,627.30
202nd Judicial Court Criminal Minutes - Misdemeanor	1	Per Image	565	Archival Imaging	\$412.45
202nd Judicial District Criminal Minutes - Misdemeanor Probation	1	Per Page	350	Book Preservation	\$2,247.00
202nd Judicial District Criminal Minutes - Misdemeanor Probation	1	Per Image	350	Archival Imaging	\$255.50
Criminal Minutes - Miscellaneous	12A, 13	Per Page	1,128	Book Preservation	\$7,241.76
Criminal Minutes - Miscellaneous	12A, 13	Per Image	1,128	Archival Imaging	\$823.44
Criminal Minutes - Misdemeanors 5th Judicial District	14, 16	Per Page	524	Book Preservation	\$3,364.08
Criminal Minutes - Misdemeanors 5th Judicial District	14, 16	Per Image	524	Archival Imaging	\$382.52
202nd Judicial Minutes - Criminal Minutes Felony - Probation Jury Waived	1	Per Page	200	Book Preservation	\$1,284.00
202nd Judicial Minutes - Criminal Minutes Felony - Probation Jury Waived	1	Per Image	200	Archival Imaging	\$146.00

202nd Judicial Court Criminal Minutes - Felony	2	Per Page	87	Book Preservation	\$558.54
202nd Judicial Court Criminal Minutes - Felony	2	Per Image	87	Archival Imaging	\$63.51
Product			Quantity	Estimated Total	
			PROJECT TOTAL	\$69,292.50	

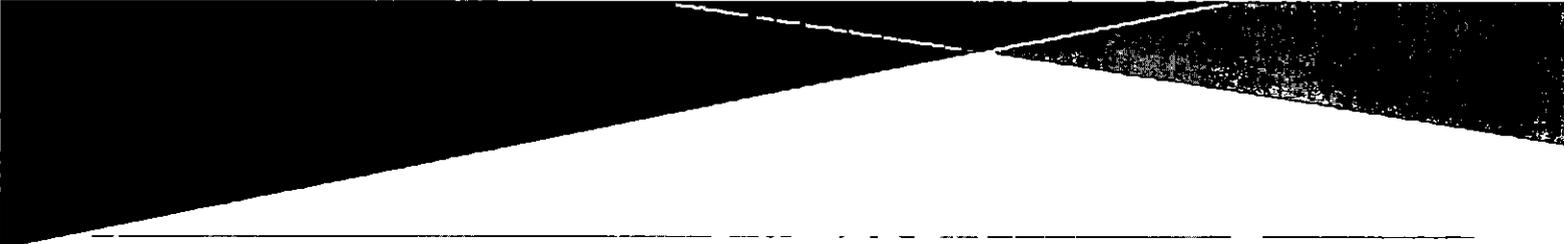
PURCHASING VIA TXMAS

Please reference Contract No. TxMAS-23-92001 directly on the P.O. Kofile can prepare a Shopping Cart in TxSmartBuy so Bowie District Clerk | TX can complete this purchase. Bowie District Clerk | TX is billed using the following TXMAS line items:

TXMAS BILLING LINE ITEMS						
Part No.	NIGP	DESCRIPTION	UOM	UNIT PRICE	Qty	LINE TOTAL
IMGP701	92030	Archival Imaging Of Unbound Positive / Typescript	Per Image	\$0.73	6,058	\$4,422.34
IMGP711	92030	Archival Imaging Of Oversized Sheets/ 12" On The Shortest Side Of The Sheet	Per Image	\$1.92	2,325	\$4,464.00
PRV 707	96272	Record Book Preservation By Page	Per Page	\$6.42	87	\$558.54
PRV701	96272	Record Book Preservation By Page	Per Page	\$6.42	5,971	\$38,333.82
PRV702	96272	Index Book Or Oversized Record Preservation By Page	Per Page	\$7.70	2,794	\$21,513.80
					TOTAL	\$69,292.50

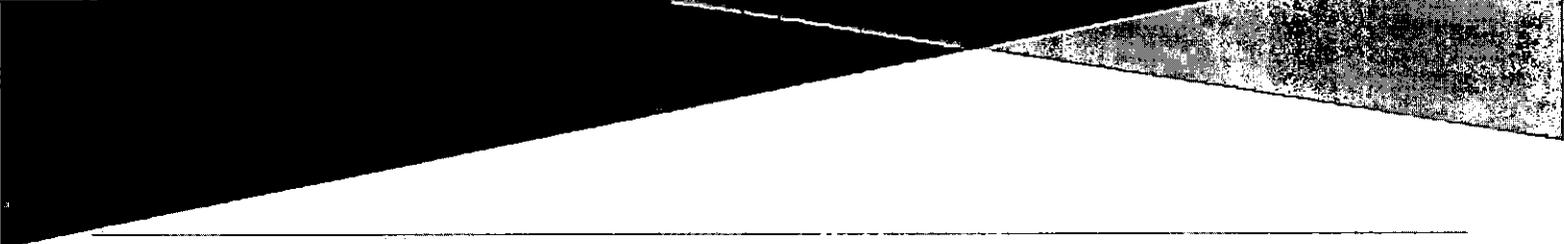
BILLING

Pricing based on the assumptions and records provided by Bowie District Clerk | TX, as outlined in the Scope of Work section of this response. Kofile will invoice based on actual document and image counts times the unit rate and will not exceed the estimated total without written authorization.



ACCESSIBILITY OF RECORDS

All records held at Kofile are maintained as private and confidential material. All physical or digital records (including volumes, documents, digital images, metadata, or microfilm) serviced by Kofile shall remain the property of Bowie District Clerk | TX. Client is guaranteed access to records via email or toll-free fax. Upon receipt of a records request, Kofile will flag the requested record and verify inventory control, pull supporting paperwork, and email/fax a response to the approved requester or alternate.



PROJECT IMPLEMENTATION & CLIENT ACCEPTANCE

Project Implementation

To initiate services with Kofile, please contact your designated Sales Representative, who will serve as your primary point of contact throughout the engagement.

Upon finalizing terms, Kofile will coordinate closely with Bowie District Clerk | TX to confirm schedules, logistics, and deliverables, ensuring a seamless transition from procurement to project implementation.

PAYMENT TERMS

Kofile will invoice 50% of the total proposed estimate upon first pickup of any inventory. The remaining balance will be invoiced upon the earlier of thirty (30) days after completion or delivery. Proposal pricing from Kofile is a good-faith estimate based upon information provided to or understood by Kofile. Actual pricing may vary based upon the actual quantity or condition of records.

PURCHASING VEHICLE

TXMAS

This project is presented via TXMAS Contract No. TXMAS-23-92001. Please reference this number on the P.O. Without a signed agreement, prices are good for 90 days. All pricing is based on estimated page counts and condition. Final billing occurs on actual page counts and condition per mutually agreed upon pricing; not to exceed the P.O. without written authorization.

TERMS & CONDITIONS

This proposal is governed by Kofile's Terms & Conditions at:
<https://Kofile.com/termsandconditions/>.

Customer Acceptance

Name (Authorized Official):	
Title:	
Date:	
Signature:	

Kofile Acceptance

Name (Authorized Official):	Chris Finch
Title:	Account Executive
Date:	2/17/2026
Signature:	<i>Chris Finch</i>

Department & Description	Line Item	2025 Bi-Weekly Monthly	Current 2025 Annual	Budget 2026 Annual	Line Item 201 SS/ Med.	Line Item 203 Retirement	Line Item 205 Supp Death	Line Item 202 Disab.	Line Item 202 Life	Line Item 202 Health	Total Benefits
District Attorney											
District Attorney	101	961.54	31,010.25	25,000.00	1,912.50	2,556.88	66.25	120.00	0.00	12,827.50	17,483.12
DA Investigator	103	2,908.63	71,408.93	75,624.25	5,785.26	7,734.47	200.40	363.00	0.00	12,827.50	26,910.62
Administrative Assistant	103	1,084.14	26,845.43	28,187.70	2,156.36	2,882.90	74.70	135.30	0.00	12,827.50	18,076.75
Assistant District Attorney	103	2,672.93	61,425.00	69,496.25	5,316.46	7,107.73	184.17	333.58	0.00	12,827.50	25,769.43
Assistant District Attorney	103	4,209.85	99,482.12	109,456.23	8,373.40	11,194.64	290.06	525.39	0.00	18,807.22	39,190.71
Administrative Assistant	103	1,696.15	42,000.00	44,100.00	3,373.65	4,510.33	116.87	211.68	0.00	12,827.50	21,040.02
Assistant District Attorney	103	4,452.95	110,263.50	115,776.67	8,856.92	11,841.06	306.81	555.73	0.00	12,827.50	34,388.01
Assistant District Attorney	103	3,808.23	92,435.74	99,014.01	7,574.57	10,126.66	262.99	475.27	0.00	12,827.50	31,266.38
Administrative Assistant	103	1,314.52	32,550.00	34,177.50	2,614.58	3,495.50	90.57	164.05	0.00	12,827.50	19,192.20
Administrative Assistant	103	1,802.16	44,625.00	46,856.25	3,584.50	4,792.22	124.17	224.91	0.00	12,827.50	21,559.30
DA Investigator	103	2,867.41	70,289.76	74,552.53	5,703.27	7,624.86	197.56	357.85	0.00	12,827.50	26,711.04
Administrative Assistant	103	2,013.81	49,865.83	52,359.13	4,005.47	5,355.03	138.75	251.32	0.00	12,827.50	22,578.07
Administrative Assistant	103	1,503.81	37,237.08	39,098.93	2,991.07	3,998.84	103.61	187.67	0.00	12,827.50	20,108.69
Administrative Assistant	103	1,514.42	37,500.00	39,375.00	3,012.19	4,027.08	104.34	189.00	0.00	12,827.50	20,160.10
Assistant District Attorney	103	3,148.40	73,198.36	81,858.28	6,262.16	8,372.06	216.92	392.92	0.00	12,827.50	28,071.55
Administrative Assistant	103	2,120.19	33,075.00	55,125.00	4,217.06	5,637.91	146.08	264.60	0.00	12,827.50	23,093.15
DA Investigator	103	2,842.13	69,593.55	73,895.25	5,652.99	7,557.64	195.82	354.70	0.00	12,827.50	26,588.64
DA Investigator	103	2,842.13	69,593.55	73,895.25	5,652.99	7,557.64	195.82	354.70	0.00	12,827.50	26,588.64
Assistant District Attorney	103	4,209.85	99,482.12	109,456.23	8,373.40	11,194.64	290.06	525.39	0.00	12,827.50	33,210.98
Administrative Assistant	103	1,953.49	48,372.05	50,790.65	3,885.48	5,194.61	134.60	249.80	0.00	12,827.50	22,285.98
Assistant District Attorney	103	3,915.47	92,192.70	101,802.33	7,787.88	10,411.83	269.78	488.65	0.00	12,827.50	31,785.63
Victims Service Coordinator	103	2,360.04	58,439.08	61,361.03	4,694.12	6,275.70	162.61	294.53	0.00	18,807.22	30,234.18
Part Time Administrative Assistant	105	622.51	15,414.57	16,185.30	1,238.18	1,655.35	42.89	77.69	0.00	0.00	3,014.11
Part Time	105	564.29	13,972.79	14,671.43	1,122.36	1,500.52	38.88	70.42	0.00	0.00	2,732.19
Part Time Administrative Assistant	105	1,179.34	29,202.75	30,662.88	2,345.71	3,136.05	81.26	147.18	0.00	0.00	5,710.20
			1,409,469.14	1,522,778.08	116,492.52	155,742.13	4,035.36	7,309.33	0.00	294,164.35	577,743.70

COUNTY OF BOWIE

Bi-State Justice Center
100 North State Line Avenue
Texarkana, Texas 75501

Bowie County Courthouse
710 James Bowie Dr.
New Boston, Texas 75570



Request for Proposal

For: Hot Mix Asphalt Overlay on Smith Road
Pct. 1
#2026-01

Bid Opening: April 13th, 2026
Time: 9:00 A.M. Commissioner's Courtroom
Place: Bowie County Courthouse
New Boston, TX

Hot Mix Asphalt Overlay on Smith Road

The proposed work generally consists of laying 2" of compacted Hot Mix Asphalt. All work shall include materials, equipment, Labor, and incidentals necessary to complete the work. See attached RFP/specs.

RFP's, labeled as such, on the envelope must be received by 8:30 a.m. on April 13th, 2026. RFP may be Delivered or mailed to:

Bowie County Courthouse
710 James Bowie Dr.
New Boston, TX 75570
Attn: Jennifer Beckett, Auditor's Office

The County reserves the right to accept or reject any or all bids or any part of any bid in the best interest of the County.

Total Bid: _____

Company Name and Address _____

Representative Name: _____

Telephone No: _____

DISPOSAL DATE RANGE FROM: 06/04/2025 TO: 03/03/2026

0.00 MINIMUM PURCHASE PRICE REPORTED

INVENTORY NUMBER	SEQ NO	CLASS FUNC	DESCRIPTION SERIAL NUMBER	PURCHASE DATE	DISPOSAL DATE	PURCHASE PRICE	DEPRICIATION Y-T-D	ACCUMULATED	DISPOSAL VALUE	
DEPARTMENT 010 409 GENERAL										
0000003657		G01 04 001	DOOR CONTROLLERS ----DSX1040PDP	06/10/2013	06/05/2025	5,000.00	226.28	3,995.44	0.00	
DEPARTMENT						1 COUNTS - TOTALS:	5,000.00	226.28	3,995.44	0.00
DEPARTMENT 010 450 DISTRICT CLERK										
0000004319		G01 04 001	BROTHER 4100E FAX ----U61639B7J636060	03/28/2018	02/24/2026	0.00	0.00	0.00	0.00	
DEPARTMENT						1 COUNTS - TOTALS:	0.00	0.00	0.00	0.00
DEPARTMENT 010 510 COURTHOUSE										
0000003845		G01 04 001	CISCO CAT 2960 (NEW PHONE SY ----SFOC1730W0QB	10/11/2013	06/05/2025	1,773.23	0.00	0.00	0.00	
0000004002		G01 04 001	WHIRLPOOL ICE MACHINE	02/04/2016	06/05/2025	1,399.99	0.00	0.00	0.00	
DEPARTMENT						2 COUNTS - TOTALS:	3,173.22	0.00	0.00	0.00
DEPARTMENT 010 561 CORRECTIONAL CENTER										
0000004698		P01 04 001	DELL OPTIPLEX 5055-BIS PRE-B ----975K9Z2	09/30/2019	02/24/2026	1,032.06	0.00	0.00	0.00	
0000004701		P01 04 001	DELL OPTIPLEX 5055-BIS BOOKI ----975W4Z2	09/30/2019	02/24/2026	1,032.06	0.00	0.00	0.00	
0000004938		P01 04 001	DELL OPTIPLEX-BIS CONTROL RM ----45LD853	09/30/2020	02/24/2026	996.66	0.00	0.00	0.00	
0000004939		P01 04 001	DELL OPTIPLEX-ANNEX CONTROL ----45LF853	09/30/2020	02/24/2026	996.66	0.00	0.00	0.00	
DEPARTMENT						4 COUNTS - TOTALS:	4,057.44	0.00	0.00	0.00
DEPARTMENT 010 562 PR BONDS										
0000004366		P01 04 001	DELL LATITUDE 5590BTX-PEYTON ----HJ884Q2	08/17/2018	06/27/2025	1,619.40	0.00	0.00	0.00	
DEPARTMENT						1 COUNTS - TOTALS:	1,619.40	0.00	0.00	0.00
DEPARTMENT 010 623 COMMISSIONER PCT 3										
0000003496		H01 04 001	140 M MOTORGRADER ----M9D00668	10/28/2011	03/02/2026	245,906.00	16,378.78	228,270.77	0.00	
0000003497		H01 04 001	140 M MOTORGRADER ----M9D00671	10/28/2011	03/02/2026	245,906.00	16,378.78	228,270.77	0.00	
DEPARTMENT						2 COUNTS - TOTALS:	491,812.00	32,757.56	456,541.54	0.00
DEPARTMENT 010 624 COMMISSIONER PCT 4										
0000005709		H01 04 001	2025 MACK TRACTOR TRUCK ----1M1PN4GY3SM015784	04/16/2024	07/30/2025	0.00	0.00	0.00	0.00	
0000005709	2	H01 04 001	2025 MACK TRACTOR TRUCK ----1M1PN4GY5SM015785	04/16/2024	07/30/2025	0.00	0.00	0.00	0.00	
0000005709	3	H01 04 001	2025 MACK TRACTOR TRUCK ----1M1PN4GY7SM015786	04/16/2024	07/30/2025	0.00	0.00	0.00	0.00	
DEPARTMENT						3 COUNTS - TOTALS:	0.00	0.00	0.00	0.00

DISPOSAL DATE RANGE FROM: 06/04/2025 TO: 03/03/2026

0.00 MINIMUM PURCHASE PRICE REPORTED

INVENTORY NUMBER	SEQ NO	CLASS FUNC CAT	DESCRIPTION SERIAL NUMBER	PURCHASE DATE	DISPOSAL DATE	PURCHASE PRICE	DEPRICIATION Y-T-D	ACCUMULATED	DISPOSAL VALUE
DEPARTMENT 028 635 N/A									
0000005119-	16	G01 04 001	DELL OPTIPLEX-E PARISH -----9DS7MH3	08/31/2021	02/24/2026	1,023.77	0.00	0.00	0.00
DEPARTMENT 1 COUNTS - TOTALS:						1,023.77	0.00	0.00	0.00
DEPARTMENT 034 570 RECOVERY CENTER									
0000004067		P01 04 001	2016 HONDA ODYSSEY VAN -----5FNRL5HG3GB077249	08/19/2016	06/18/2025	34,514.05	0.00	34,514.05	0.00
0000004068		P01 04 001	2016 HONDA ODYSSEY VAN -----5FNRL5HG65GB085451	08/19/2016	06/18/2025	34,514.05	0.00	34,514.05	0.00
0000004144		P01 04 001	CD800 DUPLEX CARD PRINTER -----C49626	04/21/2017	02/24/2026	6,673.00	666.75	5,635.43	0.00
0000004198		P01 04 001	VENDING MACHINE	08/31/2017	02/24/2026	3,742.00	0.00	0.00	0.00
0000004201		P01 04 001	JETSCAN CURRENCY SCANNER 406 -----14065044317189	08/31/2017	02/24/2026	2,113.32	0.00	0.00	0.00
0000004628		P01 04 001	DELL LATITUDE 5500 BTX LAPTO -----2DOS8Y2	08/31/2019	07/29/2025	1,387.59	0.00	0.00	0.00
0000004630		P01 04 001	DELL LATITUDE 5500 BTX LAPTO -----4F5R8Y2	08/31/2019	07/29/2025	1,387.59	0.00	0.00	0.00
0000004631		P01 04 001	DELL LATITUDE 5500 BTX LAPTO -----4HYM8Y2	08/31/2019	07/29/2025	1,387.59	0.00	0.00	0.00
0000005180-	2	G01 04 001	DIXIE MARCO VENDING MACHINE -----112012170087	08/24/2021	02/24/2026	6,974.00	1,393.27	5,721.96	0.00
0000005197		P01 04 001	DELL 5000 DESKTOP -----7MOTKQ3	08/31/2022	02/24/2026	911.12	0.00	0.00	0.00
DEPARTMENT 10 COUNTS - TOTALS:						93,604.31	2,060.02	80,385.49	0.00
DEPARTMENT 132 570 COMMUNITY SUPERVISION									
0000004236		P01 04 001	DELL OPTIPLEX 7050 SMALL FOR -----607LJK2	08/31/2017	02/24/2026	1,255.00	0.00	0.00	0.00
0000004245		P01 04 001	DELL OPTIPLEX 7050 SMALL FOR -----FVVKJK2	08/31/2017	02/24/2026	1,255.00	0.00	0.00	0.00
0000004428		P01 04 001	DELL LATITUDE 5590 BTX -----1FLQJR2	01/28/2019	07/29/2025	1,506.51	0.00	0.00	0.00
0000004429		P01 04 001	DELL LATITUDE 5590 BTX -----1GLQJR2	01/28/2019	07/29/2025	1,506.51	0.00	0.00	0.00
0000004430		P01 04 001	DELL LATITUDE 5590 BTX -----1JLQJR2	01/28/2019	07/29/2025	1,506.51	0.00	0.00	0.00
0000004432		P01 04 001	DELL LATITUDE 5590 BTX -----3JQRJR2	01/28/2019	07/29/2025	1,506.51	0.00	0.00	0.00
0000004433		P01 04 001	DELL LATITUDE 5590 BTX -----3KLQJR2	01/28/2019	07/29/2025	1,506.51	0.00	0.00	0.00
0000004434		P01 04 001	DELL LATITUDE 5590 BTX -----3KXJJR2	01/28/2019	06/27/2025	1,506.51	0.00	0.00	0.00
0000004436		P01 04 001	DELL LATITUDE 5590 BTX -----8HLQJR2	01/28/2019	07/29/2025	1,506.51	0.00	0.00	0.00
0000004439		P01 04 001	DELL LATITUDE 5590 BTX -----BYXQJR2	01/28/2019	07/29/2025	1,506.51	0.00	0.00	0.00
0000004440		P01 04 001	DELL LATITUDE 5590 BTX -----CJLQJR2	01/28/2019	07/29/2025	1,506.51	0.00	0.00	0.00

DISPOSAL DATE RANGE FROM: 06/04/2025 TO: 03/03/2026

0.00 MINIMUM PURCHASE PRICE REPORTED

INVENTORY NUMBER	SEQ NO	CLASS FUNC CAT	DESCRIPTION SERIAL NUMBER	PURCHASE DATE	DISPOSAL DATE	PURCHASE PRICE	DEPRICIATION Y-T-D	DISPOSAL VALUE	
(CONTINUED)									
DEPARTMENT 132 570 COMMUNITY SUPERVISION									
0000004441		P01 04 001	DELL LATITUDE 5590 BTX ----CS1SJR2	01/28/2019	07/29/2025	1,506.51	0.00	0.00	
0000004443		P01 04 001	DELL LATITUDE 5590 BTX ----HJORJR2	01/28/2019	07/29/2025	1,506.51	0.00	0.00	
0000004444		P01 04 001	DELL LATITUDE 5590 BTX ----HRXQJR2	01/28/2019	07/29/2025	1,506.51	0.00	0.00	
0000004612		P01 04 01	DELL OPTIPLEX 5055 RYZEN ----D19H7X2	07/03/2019	02/24/2026	1,072.16	178.94	937.22	
0000004613		P01 04 001	DELL OPTIPLEX RYZEN ----D19J7X2	07/03/2019	02/24/2026	1,072.16	178.94	937.22	
0000004633		P01 04 001	DELL LATITUDE 5500 BTX LAPTO ----6Y3C8Y2	08/31/2019	02/24/2026	1,387.59	0.00	0.00	
0000004635		P01 04 001	DELL LATITUDE 5500 BTX LAPTO ----852QBY2	08/31/2019	07/29/2025	1,387.59	0.00	0.00	
0000004637		P01 04 001	DELL LATITUDE 5500 BTX LAPTO ----F80S8Y2	08/31/2019	07/29/2025	1,387.59	0.00	0.00	
0000004646-7		P01 04 001	DELL OPTIPLEX 5055 RYZEN ----97215Z2	08/31/2019	02/24/2026	1,011.75	0.00	0.00	
0000004646-10		P01 04 001	DELL OPTIPLEX 5055 RYZEN ----972L9Z2	08/31/2019	02/24/2026	1,011.75	0.00	0.00	
0000004899		G01 04 001	DELL LATITUDE ----BH2BM33	06/16/2020	07/29/2025	1,902.34	0.00	0.00	
0000004900		G01 04 001	DELL OPTIPLEX ----9J3SR33	05/21/2020	02/24/2026	1,495.30	0.00	0.00	
0000004901		G01 04 001	DELL OPTIPLEX ----9J3TR33	05/21/2020	02/24/2026	1,495.30	0.00	0.00	
0000004907		G01 04 001	DELL INSPIRON ----F3TXH63	*BAD DATE*	02/24/2026	1,149.99	0.00	0.00	
0000004908		G01 04 001	DELL INSPIRON ----1M2Y673	12/09/2020	02/24/2026	1,149.99	0.00	0.00	
0000004909		G01 04 001	DELL INSPIRON ----29TSH63	12/09/2020	02/24/2026	649.99	0.00	0.00	
0000004910		G01 04 001	DELL INSPIRON ----DWHHH63	12/09/2020	02/24/2026	649.99	0.00	0.00	
0000004911		G01 04 001	DELL INSPIRON ----89CO163	12/09/2020	02/24/2026	649.99	0.00	0.00	
0000004912		G01 04 001	DELL INSPIRON ----HBZD673	12/10/2020	02/24/2026	1,149.99	0.00	0.00	
DEPARTMENT				30 COUNTS - TOTALS:		39,211.59	357.88	1,874.44	0.00
OVERALL				55 COUNTS - TOTALS:		639,501.73	35,401.74	542,796.91	0.00

2026-2027 County Solutions to Address Commercial Sexual Exploitation Grant Resolution

WHEREAS, The Bowie County Commissioners Court finds it is in the best interest of the citizens of Bowie County that the County Solutions to Address Commercial Sexual Exploitation Grant be operated for years 2026-2027.

WHEREAS, Bowie County Commissioner’s Court agrees that in the event of loss or misuse of the Criminal Justice Division funds, Bowie County Commissioner’s Court assures that the funds will be returned to the Criminal Justice Division in full.

WHEREAS, Bowie County Commissioner’s Court designates Bobby Howell, the County Judge, as the grantee’s authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

WHEREAS, Bowie County Commissioners Court designates Jennifer Beckett, the County Auditor, as the grantee’s financial officer. The financial officer is given the power to submit financial and/or programmatic reports or alter a grant on the applicant agency.

NOW THEREFORE, BE IT RESOLVED that the Bowie County Commissioner’s Court approves submission of the Grant application for County Solutions to Address Commercial Sexual Exploitation Grant to the Office of the Governor, Criminal Justice Division.

GRANT APPLICATION NUMBER: 5704301

APPROVED THIS _____ DAY OF March, 2026.

Bobby Howell, County Judge Date

James Strain, Pct. 3 Date

Sammy Stone, Pct. 1 Date

Mike Carter, Pct. 4 Date

Tom Whitten, Pct. 2 Date

Tina Petty, County Clerk Date

**STATE OF TEXAS
COUNTY OF BOWIE**

**RESOLUTION AUTHORIZING TRANSFER OF PROPERTY TO
DEKALB INDEPENDENT SCHOOL DISTRICT**

WHEREAS, the Bowie Central Appraisal District, Trustee, for The City of DeKalb, Texas, DeKalb Independent School District, Texarkana College and The County of Bowie, Texas holds certain property identified below in trust pursuant to a Sheriff's Deed recorded in Document No. 2026-00000170 of the Official Public Records of Bowie County, Texas; and

WHEREAS, the DeKalb Independent School District desires to utilize that certain property for public purposes; and

WHEREAS, the public purpose to which the DeKalb Independent School District intends to apply the property inures to the benefit of all citizens; and

WHEREAS, the Commissioners' Court of The County of Bowie, Texas finds it to be in the public interest to authorize the transfer of the below described property to the DeKalb Independent School District in fee in consideration of the public benefit to be derived therefrom;

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS' COURT OF THE COUNTY OF BOWIE, TEXAS THAT:

The County Judge is hereby authorized and directed to execute, on behalf of The County of Bowie, Texas, a deed in the form annexed hereto as conveying:

PROPERTY: Part of Lot 9, Block 1, Sanders Addition, City of DeKalb, Bowie County, Texas (Volume 4103, Page 337 and Document No. 2026-00000170 of the Official Public Records, Bowie County, Texas) Tax Account No. 20760001000

To the DeKalb Independent School District

THE FOREGOING RESOLUTION WAS MOVED AND SECONDED AND FINALLY ADOPTED BY MAJORITY VOTE AT A MEETING OF THE COMMISSIONERS' COURT OF THE COUNTY OF BOWIE, TEXAS ON _____.

County Judge

ATTEST:

County Clerk

DEED WITHOUT WARRANTY

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

THE STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS

§

COUNTY OF BOWIE

§

THAT Bowie Central Appraisal District, Trustee, The City of DeKalb, Texas, Texarkana College and The County of Bowie, Texas, acting by and through resolutions adopted by their respective governing bodies, Grantors, for and in consideration of the sum of TEN DOLLARS AND NO/100S (\$10.00), and other good and valuable consideration paid by the Grantee named below, the receipt and sufficiency of which are acknowledged by Grantors, have GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL, AND CONVEY to the **DeKalb Independent School District**, whose address is 101 Maple Street, DeKalb, Texas 75559-1614, the following described Property, to wit:

Part of Lot 9, Block 1, Sanders Addition, City of DeKalb, Bowie County, Texas (Volume 4103, Page 337 and Document No. 2026-00000170 of the Official Public Records, Bowie County, Texas) Tax Account No. 20760001000

The Grantor and all the taxing units involved in this conveyance exclude and except any warranties, express or implied, regarding the Property, including, without limitation, any warranties arising by common law or Section 5.023 of the Texas Property Code or its successor. This conveyance is expressly made subject to any right of redemption of the Property which may exist under Section 34.21 of the Texas Tax Code.

Grantor(s) have not made, and do not make any representations, warranties or covenants of any kind or character whatsoever, whether express or implied, with respect to the quality or condition of the property, the suitability of the property for any and all activities and uses which grantees may conduct thereon, compliance by the property with any laws, rules, ordinances or regulations of any applicable governmental authority or habitability, merchantability or fitness for a particular purpose, and specifically, grantors do not make any representations regarding hazardous waste, as defined by the Texas Solid Waste Disposal Act and the regulations adopted thereunder, or the U. S. Environmental Protection Agency regulations, or the disposal of any hazardous or toxic substances in or on the property.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances belonging in any way to the Property, subject to the provisions, stated above, to Grantee **DeKalb Independent School District**, its successors and assigns forever, without warranty of any kind.

The City of DeKalb, Texas

Mayor

THE STATE OF TEXAS

§

COUNTY OF BOWIE

§

§

BEFORE ME, the undersigned authority, on this day personally appeared _____, Mayor of The City of DeKalb, Texas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same in the official capacity indicated and for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the ____ day of _____, 2026.

Notary Public, State of Texas

My commission expires _____

Texarkana College

President, Board of Trustees

THE STATE OF TEXAS

§

COUNTY OF BOWIE

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BEFORE ME, the undersigned authority, on this day personally appeared _____, President, Board of Trustees of Texarkana College, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same in the official capacity indicated and for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the ____ day of _____, 2026.

Notary Public, State of Texas

My commission expires _____

The County of Bowie, Texas

County Judge

THE STATE OF TEXAS

§

COUNTY OF BOWIE

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BEFORE ME, the undersigned authority, on this day personally appeared _____, County Judge, Bowie County, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same in the official capacity indicated and for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the ____ day of _____, 2026.

Notary Public, State of Texas

My commission expires _____

After recording, return to:

DeKalb Independent School District
101 Maple Street
DeKalb, Texas 75559-1614

IN TESTIMONY WHEREOF Bowie Central Appraisal District, Trustee, joined herein by The City of DeKalb, Texas, DeKalb Independent School District, Texarkana College and The County of Bowie, Texas, have caused these presents to be executed on this the 18th day February, 2026.

Bowie Central Appraisal District
Robert Sheppard
Chairperson of the Board of Directors

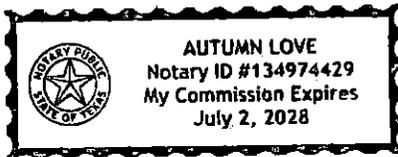
THE STATE OF TEXAS

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COUNTY OF BOWIE

BEFORE ME, the undersigned authority, on this day personally appeared Robert Sheppard, Chairperson of the Board of Directors, Bowie Central Appraisal District, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same in the official capacity indicated and for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 18 day of February, 2026.



Autumn Love
Notary Public, State of Texas
My commission expires July 2, 2028

INVOCATION

Commissioner Pct. 3-James Strain, DeKalb, TX

PLEDGE OF ALLEGIANCE

Pledge of Allegiance to the United States

**COMMISSIONERS COURT MINUTES
FEBRUARY 23, 2026**

BE IT REMEMBERED, that on this 23rd day of February, 2026, the HONORABLE COMMISSIONERS COURT of Bowie County, Texas met in REGULAR SESSION at the Courthouse in New Boston, Texas after due notice had been posted on the 17th day of February, 2026 with the HONORABLE BOBBY L. HOWELL present and presiding with the following Commissioners being present.

Sammy Stone	Commissioner Pct. #1
Tom Whitten	Commissioner Pct. #2
James Strain	Commissioner Pct. #3
Mike Carter	Commissioner Pct. #4

Also in attendance were the following County Officials:

- **County Auditor Jennifer Beckett**
- **County Clerk Tina Petty**
- **County Legal Advisor Samuel Brown**

ANNOUNCEMENTS

Elections Administrator Pay McCoy spoke to the Court about voter turnout.

REGULAR AGENDA ITEMS

Court convened at 9:04 A.M. when the following ORDERS, JUDGMENTS and DECREES were had and ORDERED spread upon the minutes of the court to-wit.

Item 1: Public Comments were made by John Alquist, Wake Village, TX and Justin Binning, Hooks, TX

Item 2: There was no Commissioners Court response to Public Comments.

Item 3: On this 23rd day of February, 2026, a motion was made by Commissioner Mike Carter and duly second by Commissioner Sammy Stone to approve a Resolution Supporting Legislation to Improve County Road Infrastructure and Safety.

Motion was put to a vote and all Commissioners voted yes and none voted no.

Motion carried.

Item 4: On this 23rd day of February, 2026, a motion was made by Commissioner Mike Carter and duly second by Commissioner Sammy Stone to pay Four States Fiber the payment of \$690,993.00 from ARP Funds for the Bowie County Fiber Ring Project.

Motion was put to a vote and all Commissioners voted yes and none voted no.

Motion carried.

Item 5: There was no action taken to appoint Lance Hall as Bowie County Fire Marshal for a two-year term ending February 2028.

Item 6: There was no action taken to approve the bond of Lance Hall as Fire Marshal.

Item 7: On this 23rd day of February, 2026, a motion was made by Commissioner James Strain and duly second by Commissioner Tom Whitten to approve a Memorandum of Understanding (MOU) concerning Inter-Agency cooperation and Protocol for Unmanned Aircraft Systems (UAS) between Red River Army Depot (RRAD) and Bowie County Sheriff's Office.

Motion was put to a vote and all Commissioners voted yes and none voted no.

Motion carried.

Item 8: On this 23rd day of February, 2026, a motion was made by Commissioner Mike Carter and duly second by Commissioner Sammy Stone to approve the Treasurer's Monthly Report ending January 2026.

Motion was put to a vote and all Commissioners voted yes and none voted no.

Motion carried.

Item 9: On this 23rd day of February, 2026, a motion was made by Commissioner James Strain and duly second by Commissioner Tom Whitten to appoint Aron Crabtree to the Board of Commissioners for ESD #5 for a one-year term.

Motion was put to a vote and all Commissioners voted yes and none voted no.

Motion carried.

Item 10: On this 23rd day of February, 2026, a motion was made by Commissioner James Strain and duly second by Commissioner Tom Whitten to approve the Auditor's Monthly Report for January 2026.

Motion was put to a vote and all Commissioners voted yes and none voted no.

Motion carried.

Item 11: On this 23rd day of February, 2026, a motion was made by Commissioner Mike Carter and duly second by Commissioner James Strain to approve budget adjustments (line item transfers).

Motion was put to a vote and all Commissioners voted yes and none voted no.

Motion carried.

Item 12: On this 23rd day of February, 2026, a motion was made by Commissioner Mike Carter and duly second by Commissioner Tom Whitten to approve payment of accounts payable and payroll.

Motion was put to a vote and all Commissioners voted yes and none voted no.

Motion carried.

Item 13: On this 23rd day of February, 2026, a motion was made by Commissioner Tom Whitten and duly second by Commissioner Mike Carter to approve the minutes as an Order of the Court (February 9, 2026).

Motion was put to a vote and all Commissioners voted yes and none voted no.

Motion carried.

Item 14: There was no Adjournment into Executive Session pursuant to the following Sections:

a. Section 551.071 of the Texas Government Code: Consultation with attorney regarding legal issues relating to pending or contemplated litigation.

b. Section 551.072 of the Texas Government Code: Deliberation of the purchase, exchange lease or value of real property.

c. Section 551.074 of the Texas Government Code: Personnel Matters.

d. Section 551.087 of the Texas Government Code: Deliberation regarding Economic Development Negotiations.

Item 15: There was no action taken to authorize the County Judge to execute settlement participation and release forms regarding confidential partial settlement matters in the Texas opioid multi-district litigation for Bowie County in the matter of *County of Bowie v. Purdue Pharma, L.P., et al.*

On this 23rd day of February, 2026, a motion was made by Commissioner Sammy Stone and duly second by Commissioner Mike Carter to adjourn.

Motion was put to a vote and all Commissioners voted yes and none voted no.

Motion carried.

**THE ABOVE FOREGOING MINUTES OF COMMISSIONERS COURT OF
BOWIE COUNTY, TEXAS ON _____ DAY OF _____,2026
WERE READ AND APPROVED _____ DAY OF _____,2026**

**BOBBY L. HOWELL, COUNTY JUDGE
BOWIE COUNTY, TEXAS**

ATTEST:

**TINA PETTY, COUNTY CLERK
AND CLERK OF COMMISSIONERS COURT
BOWIE COUNTY, TEXAS**