



BOBCAT WEST
A FINE COMPANY

SALES ORDER

REFERENCE NUMBER
KON

BILL TO	SIC Code <u>B052</u>	SHIP TO	Name <u>Robert Korman</u>
Buyer <u>City of Sparks</u>	Address <u>PO Box 857</u>	Address <u>215 South 21st Ave</u>	City <u>Sparks</u> State <u>NV</u> Zip <u>89431</u>
City <u>Sparks</u> State <u>NV</u> Zip <u>89432</u>	County <u>Washoe</u>	Delivery Date (Est.) <u>8-10 Weeks</u>	Customer No. <u>5100249</u>
Ph. No. <u>775-353-2271</u>	Fax No. <u>N/A</u>	P.O. NO.	<u>TBA</u>

EQUIPMENT	MAKE	MODEL	EQUIP. #	TRANSACTION		INVENTORY		
				SALE	RPO	NEW	USED	RENT
Doosan		P425/375WCU-T4i	N/A	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Description: <u>New Doosan Dual Pressure 425/ 375 CFM Air Compressor 150 to 175 PSI</u>						\$ 47,665.00		
Engine Block Heater, Hose Reel w/ 50' of 3/4" Air Hose, Gladhand Fittings for Machine and Hose, Key Lock Doors, Parking Brake & Air Tool Oiler								
Attachments:								

Del'y/F.O.B:		\$		AGREED PRICE \$	47,665.00		
TRADE	YEAR	N/A	SERIAL #	N/A	If Tax Exempt, Provide Certificate or enter Rate Below		
MAKE	N/A	MODEL	N/A				
Sales Tax (Exempt%)							
Lienholder: <u>None</u>				Total Price	\$ 47,665.00		
Trade In Allowance <u>0.00</u>				Less (Est.) Payoff <u>0.00</u>	Net Trade-In < 0.00 >		
BILL OF SALE: FOR TRADE-IN DESCRIBED HEREIN. WE CERTIFY THAT THERE IS NO LIEN, CLAIM, DEBT, MORTGAGE OR ENCUMBRANCE OF ANY KIND, NATURE OR DESCRIPTION AGAINST THIS PROPERTY NOW EXISTING, OF RECORD OR OTHERWISE AND THAT SAME IS FREE AND CLEAR AND IS MY/OUR SOLE AND ABSOLUTE PROPERTY EXCEPT AS NOTED ABOVE.				Sales Tax (WA Only) (%)			
BUYER'S SIGNATURE: X				CA Tire Fee	\$		
FINANCE <input type="checkbox"/> FINANCED <input checked="" type="checkbox"/> ON ACCOUNT <input type="checkbox"/> CASH/COD				Balance Due	\$ 47,665.00		
TERMS (SUBJECT TO APPROVAL):				Down Payment	< >		
<u>Net 10 Days</u>				Doc Fees			
<u>NIPA # 060311 CEL</u>				INSURANCE			
Insurance Agent:				Amount to Finance			
WARRANTY				Length of Term			
				<input checked="" type="checkbox"/> NEW BASIC (DESCRIBE)	<u>1 Year Full</u>	Est. PMT. W/Ins.	
				<input checked="" type="checkbox"/> NEW EXTENDED (DESCRIBE)	<u>5 Year Extended Engine/ Airend</u>	Est. PMT. W/O Ins.	
<input type="checkbox"/> AS IS / NO WARRANTY				<input type="checkbox"/> USED (DESCRIBE)			

This Sales Order is subject to additional terms and conditions on the reverse side of this document. The undersigned Buyer agrees that it has read and understands the terms and conditions, warranty disclaimers, and limitations of liability set out in the additional terms and conditions on the reverse side of this document and that the same are included in and are part of this Sales Order as if set forth on the face hereof.

BOBCAT WEST		BUYER	
(Store Address) <u>25 Vista Blvd.</u>	By _____	Title _____	
City <u>Sparks</u> State <u>NV</u> Zip <u>89434</u>	By _____	Title _____	
By _____	Date <u>8/12/13</u>	Date <u>8/12/13</u>	
Title <u>Territory Manager</u>			

TERMS AND CONDITIONS OF SALE

TERMS AND CONDITIONS OF SALE: Sales Orders are based on the terms and conditions stated herein. Unless otherwise provided on the face hereof, offers are good for acceptance for a period of 30 days from the date hereof. An order by the Buyer shall constitute an acceptance of the terms and conditions herein proposed. If, and only if, no offer of sale is issued by Seller, then the invoice shall be deemed: an acceptance of the Buyer's order; a written confirmation; and a final, complete, and exclusive written expression of the agreement between Seller and Buyer. Buyer is hereby notified that additional or different terms from those contained herein are objectionable.

1. **Taxes.** Buyer shall pay all local, state, and federal taxes arising from or related to any sale or lease to which this document relates, except for taxes upon or measured by net income of Seller.

2. **Delivery.** Stated or promised delivery dates are estimates only based upon Seller's best judgment and Seller shall not be responsible for deliveries later than promised regardless of the cause. Delivery periods are projected from the date of receipt of any order by Seller, but if equipment to be furnished by Seller is to be manufactured specifically to fill a particular order, delivery periods will be projected from the date of Seller's receipt of complete manufacturing information. If the furnishing of equipment on orders accepted by Seller is hindered or prevented by public authority or by the existence of war or other contingencies, including, but not limited to, shortage of materials, fires, labor difficulties, accidents, delays in manufacture or transportation, acts of God, embargoes, inability to ship, inability to insure against war risks or substantially increased prices or freight rates, or other causes beyond Seller's control, the obligation to fill or complete such orders shall be excused by Seller's option.

3. **Transportation and Claims.** Prices quoted are net F.O.B. point designated in writing by Seller. When no F.O.B. point is designated in writing by Seller, prices for new equipment shall be deemed to be net F.O.B. point of manufacture and prices for all other equipment shall be deemed to be F.O.B. Seller's place of business at which the order for the equipment is accepted. When transportation is allowed, the price charged will be adjusted to reflect the lowest transportation rates in effect at the time of shipment even though such rates may differ from those quoted by Seller. Seller's responsibility for the equipment shall cease and all risk of loss shall become the Buyer's upon delivery of the equipment to the first carrier for shipment to the Buyer or his consignee, even though such delivery shall be made prior to the arrival of the equipment at the F.O.B. point designated, and any and all claims for shortages, deliveries, damages or non-delivery must be made by the Buyer or his consignee to the carrier. Seller shall in no event be responsible for shortages in shipments unless notice of such shortage is given in writing to Seller within 15 days after receipt of shipment.

4. **Payment and Security.** Buyer agrees to pay in full for the equipment at time of delivery. Buyer agrees to pay the late charge on any past due balance at the rate of 18% per annum. The signator warrants that he/she has authority to execute this order on behalf of any party for whom he/she signs, and that such party has the power to enter into this agreement and perform its terms. As security for all of Buyer's obligations to Seller, Buyer grants to Seller a security interest in the equipment and authorizes Seller to file all documents necessary to perfect Seller's security interest. The security interest granted hereunder is in addition to any other rights available to Seller, and Seller shall have all of the rights and remedies available to a secured party under the Uniform Commercial Code, all of which are cumulative. Throughout the duration of Seller's security interest. Buyer shall keep the equipment fully insured against theft and loss or damage by fire and other casualty as Seller may from time to time require in accordance with such terms as Seller may require.

5. **Buyer to Furnish.** Performance by Seller is subject to the Buyer furnishing a satisfactory credit rating certificate, letter of credit, evidence of financing, or any other similar papers necessary for the satisfactory completion of such order.

6. **Laws Governing.** All orders will be governed by the laws of the State of Oregon.

7. **Assignment.** The right to any monies due or to become due hereunder may be assigned by Seller, and Buyer, upon receiving notice of such assignment, shall make payment as directed.

8. **Limitations of Warranties.** If "NEW" warranty is indicated on the reverse side or if new equipment is purchased hereunder, all warranties are strictly given only by the manufacturer. Copies of manufacturer's warranty can be obtained from Seller. If "USED" warranty is indicated on the reverse side. Seller hereby warrants to Buyer that the equipment or components thereof designated on the reverse side, shall be free under normal use and service from defects in material and workmanship for the period shown, commencing on the date of delivery. Buyer's exclusive remedy for breach of the limited warranty shall be the repair or replacement of the warranted equipment without charge to Buyer when returned at Buyer's expense to the Seller's facility where the equipment was purchased, with proof of purchase. Buyer must give notice of any warranty claim not later than 7 days after the expiration of the warranty period and must return the equipment to Seller for repair or replacement no later than 30 days after expiration of the warranty period. Any action against Seller for breach of the limited warranty must be commenced within one year after the date of delivery of the equipment. Seller's warranty does not extend to any defect, claim, or damage attributable to the failure to operate and/or maintain the equipment in accordance with the manufacturer's specifications, or due to the failure to operate or maintain the equipment in accordance with any recommendations of Seller. If "AS IS" is indicated on the reverse side, no warranty of any kind is being given and the equipment is being sold with all faults. THE WARRANTIES IN THIS PARAGRAPH AND ON THE REVERSE SIDE ARE THE EXCLUSIVE WARRANTIES GIVEN BY SELLER AND SUPERSEDE ANY PRIOR, CONTRARY, OR ADDITIONAL REPRESENTATIONS, WHETHER ORAL OR WRITTEN. SELLER HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY IMPLIED WARRANTIES OTHERWISE ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. SELLER SHALL NOT BE LIABLE FOR ANY LOSS, INJURY, OR DAMAGE TO PERSONS OR PROPERTY RESULTING FROM THE FAILURE OR DEFECTIVE OPERATION OF THE EQUIPMENT; NOR WILL SELLER BE LIABLE FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND SUSTAINED FROM ANY CAUSE. This exclusion applies regardless of whether such damages are sought for breach of warranty, breach of contract, negligence, or strict liability in tort or under any other legal theory.

9. **Rental Purchase Option.** If rental purchase option (RPO) is granted in any addendum, the purchase price shall be tendered to Seller coincidentally with the exercise of the purchase option provided that Buyer is not then in default in performing all of the terms and conditions of lease with Seller.

10. **Notice.** This paragraph shall serve as notice that The Papé Group, Inc. has assigned its rights to sell its rental equipment (as may be described in this sales order) and its rights to sales proceeds (including "trade-in assets" related thereto) to North Star Deferred Exchange as part of an IRC Sec. 1031 exchange.

11. **Attorneys Fees.** In the event suit or action is instituted against Buyer on account of or in connection with or based upon the terms hereof, the Buyer agrees to pay, in addition to the costs and disbursements provided by law, such sum as the court may adjudge reasonable attorney's fees in both the trial and appellate courts, or in connection with any bankruptcy proceeding.

12. **Entire Agreement.** The foregoing and any addendum shall constitute the complete and exclusive agreement between the parties, and it is expressly understood and agreed that no promises, provisions, terms, warranties, conditions, guarantees, or obligations whatsoever, either expressed or implied, other than as herein set forth or provided for shall be binding on either party. Each party may transmit its signature by facsimile to the other party and such facsimile signatures shall have the same force and effect as an original signature.


**BOBCAT
WEST**
A PAPER COMPANY

SALES ORDER

Page 1 of 2

Init. _____

**REFERENCE
NUMBER**

BILL TO		SIC Code <u>B064</u>		SHIP TO		Name <u>Ron Korman</u>			
Buyer <u>City of Sparks</u>				Address <u>215 South 21st Ave</u>					
Address <u>PO Box 857</u>				City <u>Sparks</u> State <u>NV</u> Zip <u>89431</u>					
City <u>Sparks</u> State <u>NV</u> Zip <u>89432</u>				County: <u>Washoe</u>					
County <u>Washoe</u> Customer No. <u>5100249</u>				Delivery Date (Est.) <u>ASAP</u> Customer No. <u>5100249</u>					
Ph. No. <u>775-353-2271</u> Fax No. <u>N/A</u>				P.O. NO. <u>TBA</u>					
EQUIPMENT	MAKE	MODEL		EQUIP. #	TRANSACTION		INVENTORY		
		T650 CTL			SALE	RPO	NEW	USED	RENT
Bobcat		SER. # <u>TBA</u>		<u>N/A</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Description: <u>New Bobcat T650 Compact Track Loader with the following options:</u>							\$ 59,373.26		
<u>Enclosed Cab & HVAC, SJC Controls, Hyd. Buck Positioning, Power Bob-Tach, High Flow Hyd., 2 Speed Travel, Air Seat</u>									
<u>Operator, Parts & Service Manuals, Forestry Door w/ Lexan Windshield, Radio, Beacon Light, Remote Control Manual,</u>									
<u>Remote Control Kit, FOPS Guard, Hydraulic Coupler Guard, Rear Lighting Guard, Front Light Guard, Muffler Guard, Water Kit,</u>									
<u>Spray Nozzle Kit for Planer Attachment</u>									
Attachments:									
<u>84" Combo Bucket w/ Bolt-On Cutting Edge</u>							<u>3,268.93</u>		
<u>24" High Flow Planer w/ 24" Fast Cut Drum</u>							<u>12,358.46</u>		
Del'y/F.O.B:							\$		
TRADE					AGREED PRICE \$ 75,000.65				
YEAR	N/A	SERIAL #	N/A		If Tax Exempt, Provide Certificate or enter Rate Below				
MAKE	N/A	MODEL	N/A		Sales Tax (Exempt%)				
N/A					Total Price \$ 75,000.65				
Lienholder: <u>None</u>					Trade In Allowance ▶ 0.00 Less (Est.) Payoff ▶ 0.00 ▶ Net Trade-In < 0.00 >				
BILL OF SALE: FOR TRADE-IN DESCRIBED HEREIN. WE CERTIFY THAT THERE IS NO LIEN, CLAIM, DEBT, MORTGAGE OR ENCUMBRANCE OF ANY KIND, NATURE OR DESCRIPTION AGAINST THIS PROPERTY NOW EXISTING, OF RECORD OR OTHERWISE AND THAT SAME IS FREE AND CLEAR AND IS MY/OUR SOLE AND ABSOLUTE PROPERTY EXCEPT AS NOTED ABOVE.					Sales Tax (WA Only) (%)				
BUYER'S SIGNATURE: X					CA Tire Fee \$				
					Balance Due \$ 75,000.65				
FINANCE					Down Payment < >				
<input type="checkbox"/> FINANCED <input checked="" type="checkbox"/> ON ACCOUNT <input type="checkbox"/> CASH/COD					Doc Fees				
TERMS (SUBJECT TO APPROVAL):					INSURANCE				
<u>Net 30 Days</u>					Amount to Finance				
<u>NJPA Contract # 06031-CEC</u>					Length of Term				
Insurance Agent:					Est. PMT. W/Ins.				
WARRANTY		<input checked="" type="checkbox"/> NEW BASIC (DESCRIBE)		<u>1 Year / Unlimited Hour</u>		Est. PMT. W/O Ins.			
		<input type="checkbox"/> NEW EXTENDED (DESCRIBE)							
		<input type="checkbox"/> AS IS / NO WARRANTY				<input type="checkbox"/> USED (DESCRIBE)			
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BOBCAT WEST					BUYER				
(Store Address) <u>25 Vista Blvd.</u>					By _____ Title _____				
City <u>Sparks</u> State <u>NV</u> Zip <u>89434</u>					By _____ Title _____				
By _____					Date <u>8/30/13</u>				
Title <u>Territory Manager</u> Date <u>8/30/13</u>					Date <u>8/30/13</u>				

TERMS AND CONDITIONS OF SALE

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1. **Taxes.** Buyer shall pay all local, state, and federal taxes arising from or related to any sale or lease to which this document relates, except for taxes upon or measured by net income of Seller.

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4. **Payment and Security.** Buyer agrees to pay in full for the equipment at time of delivery. Buyer agrees to pay the late charge on any past due balance at the rate of 18% per annum. The signator warrants that he/she has authority to execute this order on behalf of any party for whom he/she signs, and that such party has the power to enter into this agreement and perform its terms. As security for all of Buyer's obligations to Seller, Buyer grants to Seller a security interest in the equipment and authorizes Seller to file all documents necessary to perfect Seller's security interest. The security interest granted hereunder is in addition to any other rights available to Seller, and Seller shall have all of the rights and remedies available to a secured party under the Uniform Commercial Code, all of which are cumulative. Throughout the duration of Seller's security interest, Buyer shall keep the equipment fully insured against theft and loss or damage by fire and other casualty as Seller may from time to time require in accordance with such terms as Seller may require.

5. **Buyer to Furnish.** Performance by Seller is subject to the Buyer furnishing a satisfactory credit rating certificate, letter of credit, evidence of financing, or any other similar papers necessary for the satisfactory completion of such order.

6. **Laws Governing.** All orders will be governed by the laws of the State of Oregon.

7. **Assignment.** The right to any monies due or to become due hereunder may be assigned by Seller, and Buyer, upon receiving notice of such assignment, shall make payment as directed.

8. **Limitations of Warranties.** If "NEW" warranty is indicated on the reverse side or if new equipment is purchased hereunder, all warranties are strictly given only by the manufacturer. Copies of manufacturer's warranty can be obtained from Seller. If "USED" warranty is indicated on the reverse side, Seller hereby warrants to Buyer that the equipment or components thereof designated on the reverse side, shall be free under normal use and service from defects in material and workmanship for the period shown, commencing on the date of delivery. Buyer's exclusive remedy for breach of the limited warranty shall be the repair or replacement of the warranted equipment without charge to Buyer when returned at Buyer's expense to the Seller's facility where the equipment was purchased, with proof of purchase. Buyer must give notice of any warranty claim not later than 7 days after the expiration of the warranty period and must return the equipment to Seller for repair or replacement no later than 30 days after expiration of the warranty period. Any action against Seller for breach of the limited warranty must be commenced within one year after the date of delivery of the equipment. Seller's warranty does not extend to any defect, claim, or damage attributable to the failure to operate and/or maintain the equipment in accordance with the manufacturer's specifications, or due to the failure to operate or maintain the equipment in accordance with any recommendations of Seller. If "AS IS" is indicated on the reverse side, no warranty of any kind is being given and the equipment is being sold with all faults. THE WARRANTIES IN THIS PARAGRAPH AND ON THE REVERSE SIDE ARE THE EXCLUSIVE WARRANTIES GIVEN BY SELLER AND SUPERSEDE ANY PRIOR, CONTRARY, OR ADDITIONAL REPRESENTATIONS, WHETHER ORAL OR WRITTEN. SELLER HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY IMPLIED WARRANTIES OTHERWISE ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. SELLER SHALL NOT BE LIABLE FOR ANY LOSS, INJURY, OR DAMAGE TO PERSONS OR PROPERTY RESULTING FROM THE FAILURE OR DEFECTIVE OPERATION OF THE EQUIPMENT; NOR WILL SELLER BE LIABLE FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND SUSTAINED FROM ANY CAUSE. This exclusion applies regardless of whether such damages are sought for breach of warranty, breach of contract, negligence, or strict liability in tort or under any other legal theory.

9. **Rental Purchase Option.** If rental purchase option (RPO) is granted in any addendum, the purchase price shall be tendered to Seller coincidentally with the exercise of the purchase option provided that Buyer is not then in default in performing all of the terms and conditions of lease with Seller.

10. **Notice.** This paragraph shall serve as notice that The Papé Group, Inc. has assigned its rights to sell its rental equipment (as may be described in this sales order) and its rights to sales proceeds (including "trade-in assets" related thereto) to North Star Deferred Exchange as part of an IRC Sec. 1031 exchange.

11. **Attorneys Fees.** In the event suit or action is instituted against Buyer on account of or in connection with or based upon the terms hereof, the Buyer agrees to pay, in addition to the costs and disbursements provided by law, such sum as the court may adjudge reasonable attorney's fees in both the trial and appellate courts, or in connection with any bankruptcy proceeding.

12. **Entire Agreement.** The foregoing and any addendum shall constitute the complete and exclusive agreement between the parties, and it is expressly understood and agreed that no promises, provisions, terms, warranties, conditions, guarantees, or obligations whatsoever, either expressed or implied, other than as herein set forth or provided for shall be binding on either party. Each party may transmit its signature by facsimile to the other party and such facsimile signatures shall have the same force and effect as an original signature.



BOBCAT WEST
A PAPER COMPANY

SALES ORDER

Page 1 of 2 Init. _____

REFERENCE NUMBER

BILL TO SIC Code <u>B064</u>		SHIP TO Name <u>Ron Korman</u>	
Buyer <u>City of Sparks</u>		Address <u>215 South 21st Ave</u>	
Address <u>PO Box 857</u>		City <u>Sparks</u> State <u>NV</u> Zip <u>89431</u>	
City <u>Sparks</u> State <u>NV</u> Zip <u>89432</u>		County: <u>Washoe</u>	
County <u>Washoe</u> Customer No. <u>5100249</u>		Delivery Date (Est.) <u>ASAP</u> Customer No. <u>5100249</u>	
Ph. No. <u>775-353-2271</u> Fax No. <u>N/A</u>		P.O. NO. <u>TBA</u>	

EQUIPMENT	MAKE	MODEL	EQUIP. #	TRANSACTION		INVENTORY		
				SALE	RPO	NEW	USED	RENT
Bobcat		324 Excavator	N/A	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		SER. # <u>TBA</u>						

Description:	<u>New Bobcat 324 Excavator w/ Open Canapy, FOPS Guard w/ Xtra Work Lights, Rotating Beacon</u>	\$ 24,684.23
Attachments:		
<u>12" Trenching Bucket (Included)</u>		
<u>20" Trenching Bucket (Included)</u>		

Del'y/F.O.B:		\$	AGREED PRICE \$	24,684.23
TRADE	YEAR	N/A	SERIAL #	N/A

MAKE	N/A	MODEL	N/A	If Tax Exempt, Provide Certificate or enter Rate Below	
N/A				Sales Tax (Exempt%)	

Lienholder: <u>None</u>	Total Price	\$ 24,684.23
Trade In Allowance ▶ 0.00	Less (Est.) Payoff ▶ 0.00	▶ Net Trade-In < 0.00 >

BILL OF SALE: FOR TRADE-IN DESCRIBED HEREIN. WE CERTIFY THAT THERE IS NO LIEN, CLAIM, DEBT, MORTGAGE OR ENCUMBRANCE OF ANY KIND, NATURE OR DESCRIPTION AGAINST THIS PROPERTY NOW EXISTING, OF RECORD OR OTHERWISE AND THAT SAME IS FREE AND CLEAR AND IS MY/OUR SOLE AND ABSOLUTE PROPERTY EXCEPT AS NOTED ABOVE.

BUYER'S SIGNATURE: X	Sales Tax (WA Only) (%)	
	CA Tire Fee	\$
	Balance Due	\$ 24,684.23

FINANCE	<input checked="" type="checkbox"/> FINANCED	<input type="checkbox"/> ON ACCOUNT	<input type="checkbox"/> CASH/COD	Down Payment	< >
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TERMS (SUBJECT TO APPROVAL):

Net 30 Days

NJPA Contract # 06031-CEC

Insurance Agent:

WARRANTY	<input checked="" type="checkbox"/> NEW BASIC (DESCRIBE)	<u>1 Year / Unlimited Hour</u>	Est. PMT. W/Ins.
	<input type="checkbox"/> NEW EXTENDED (DESCRIBE)		Est. PMT. W/O Ins.
	<input type="checkbox"/> AS IS / NO WARRANTY		<input type="checkbox"/> USED (DESCRIBE)

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BOBCAT WEST	BUYER
(Store Address) <u>25 Vista Blvd.</u>	By _____ Title _____
City <u>Sparks</u> State <u>NV</u> Zip <u>89434</u>	By _____ Title _____
By _____	Date <u>8/15/13</u>
Title <u>Territory Manager</u> Date <u>8/15/13</u>	Date <u>8/15/13</u>

TERMS AND CONDITIONS OF SALE

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1. **Taxes.** Buyer shall pay all local, state, and federal taxes arising from or related to any sale or lease to which this document relates, except for taxes upon or measured by net income of Seller.

2. **Delivery.** Stated or promised delivery dates are estimates only based upon Seller's best judgment and Seller shall not be responsible for deliveries later than promised regardless of the cause. Delivery periods are projected from the date of receipt of any order by Seller, but if equipment to be furnished by Seller is to be manufactured specifically to fill a particular order, delivery periods will be projected from the date of Seller's receipt of complete manufacturing information. If the furnishing of equipment on orders accepted by Seller is hindered or prevented by public authority or by the existence of war or other contingencies, including, but not limited to, shortage of materials, fires, labor difficulties, accidents, delays in manufacture or transportation, acts of God, embargoes, inability to ship, inability to insure against war risks or substantially increased prices or freight rates, or other causes beyond Seller's control, the obligation to fill or complete such orders shall be excused by Seller's option.

3. **Transportation and Claims.** Prices quoted are net F.O.B. point designated in writing by Seller. When no F.O.B. point is designated in writing by Seller, prices for new equipment shall be deemed to be net F.O.B. point of manufacture and prices for all other equipment shall be deemed to be F.O.B. Seller's place of business at which the order for the equipment is accepted. When transportation is allowed, the price charged will be adjusted to reflect the lowest transportation rates in effect at the time of shipment even though such rates may differ from those quoted by Seller. Seller's responsibility for the equipment shall cease and all risk of loss shall become the Buyer's upon delivery of the equipment to the first carrier for shipment to the Buyer or his consignee, even though such delivery shall be made prior to the arrival of the equipment at the F.O.B. point designated, and any and all claims for shortages, deliveries, damages or non-delivery must be made by the Buyer or his consignee to the carrier. Seller shall in no event be responsible for shortages in shipments unless notice of such shortage is given in writing to Seller within 15 days after receipt of shipment.

4. **Payment and Security.** Buyer agrees to pay in full for the equipment at time of delivery. Buyer agrees to pay the late charge on any past due balance at the rate of 18% per annum. The signator warrants that he/she has authority to execute this order on behalf of any party for whom he/she signs, and that such party has the power to enter into this agreement and perform its terms. As security for all of Buyer's obligations to Seller, Buyer grants to Seller a security interest in the equipment and authorizes Seller to file all documents necessary to perfect Seller's security interest. The security interest granted hereunder is in addition to any other rights available to Seller, and Seller shall have all of the rights and remedies available to a secured party under the Uniform Commercial Code, all of which are cumulative. Throughout the duration of Seller's security interest, Buyer shall keep the equipment fully insured against theft and loss or damage by fire and other casualty as Seller may from time to time require in accordance with such terms as Seller may require.

5. **Buyer to Furnish.** Performance by Seller is subject to the Buyer furnishing a satisfactory credit rating certificate, letter of credit, evidence of financing, or any other similar papers necessary for the satisfactory completion of such order.

6. **Laws Governing.** All orders will be governed by the laws of the State of Oregon.

7. **Assignment.** The right to any monies due or to become due hereunder may be assigned by Seller, and Buyer, upon receiving notice of such assignment, shall make payment as directed.

8. **Limitations of Warranties.** If "NEW" warranty is indicated on the reverse side or if new equipment is purchased hereunder, all warranties are strictly given only by the manufacturer. Copies of manufacturer's warranty can be obtained from Seller. If "USED" warranty is indicated on the reverse side, Seller hereby warrants to Buyer that the equipment or components thereof designated on the reverse side, shall be free under normal use and service from defects in material and workmanship for the period shown, commencing on the date of delivery. Buyer's exclusive remedy for breach of the limited warranty shall be the repair or replacement of the warranted equipment without charge to Buyer when returned at Buyer's expense to the Seller's facility where the equipment was purchased, with proof of purchase. Buyer must give notice of any warranty claim not later than 7 days after the expiration of the warranty period and must return the equipment to Seller for repair or replacement no later than 30 days after expiration of the warranty period. Any action against Seller for breach of the limited warranty must be commenced within one year after the date of delivery of the equipment. Seller's warranty does not extend to any defect, claim, or damage attributable to the failure to operate and/or maintain the equipment in accordance with the manufacturer's specifications, or due to the failure to operate or maintain the equipment in accordance with any recommendations of Seller. If "AS IS" is indicated on the reverse side, no warranty of any kind is being given and the equipment is being sold with all faults. THE WARRANTIES IN THIS PARAGRAPH AND ON THE REVERSE SIDE ARE THE EXCLUSIVE WARRANTIES GIVEN BY SELLER AND SUPERSEDE ANY PRIOR, CONTRARY, OR ADDITIONAL REPRESENTATIONS, WHETHER ORAL OR WRITTEN. SELLER HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY IMPLIED WARRANTIES OTHERWISE ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. SELLER SHALL NOT BE LIABLE FOR ANY LOSS, INJURY, OR DAMAGE TO PERSONS OR PROPERTY RESULTING FROM THE FAILURE OR DEFECTIVE OPERATION OF THE EQUIPMENT; NOR WILL SELLER BE LIABLE FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND SUSTAINED FROM ANY CAUSE. This exclusion applies regardless of whether such damages are sought for breach of warranty, breach of contract, negligence, or strict liability in tort or under any other legal theory.

9. **Rental Purchase Option.** If rental purchase option (RPO) is granted in any addendum, the purchase price shall be tendered to Seller coincidentally with the exercise of the purchase option provided that Buyer is not then in default in performing all of the terms and conditions of lease with Seller.

10. **Notice.** This paragraph shall serve as notice that The Papé Group, Inc. has assigned its rights to sell its rental equipment (as may be described in this sales order) and its rights to sales proceeds (including "trade-in assets" related thereto) to North Star Deferred Exchange as part of an IRC Sec. 1031 exchange.

11. **Attorneys Fees.** In the event suit or action is instituted against Buyer on account of or in connection with or based upon the terms hereof, the Buyer agrees to pay, in addition to the costs and disbursements provided by law, such sum as the court may adjudge reasonable attorney's fees in both the trial and appellate courts, or in connection with any bankruptcy proceeding.

12. **Entire Agreement.** The foregoing and any addendum shall constitute the complete and exclusive agreement between the parties, and it is expressly understood and agreed that no promises, provisions, terms, warranties, conditions, guarantees, or obligations whatsoever, either expressed or implied, other than as herein set forth or provided for shall be binding on either party. Each party may transmit its signature by facsimile to the other party and such facsimile signatures shall have the same force and effect as an original signature.