

## Used Bulldozer

	Guaranteed Buy Back	Purchase Price
Wheeler Machinery	3 Years @ 1000 hours a year	\$119,490.00
Honnen Equipment	2 Years @ 1000 hours a year	\$127,301.59
Komatsu Equipment	No comparable offered	\$0.00



Quote 108757-01

December 24, 2014

TOOELE COUNTY ROAD DEPT  
47 S MAIN ST  
TOOELE  
UT, 84074

Attention: WAYNE ANDERTON

Dear Wayne,

Thank you for your interest in Wheeler Machinery Co. and its products. I am pleased to provide you with this quote for your consideration.

CATERPILLAR Model: D6K XL ARO Track Type Tractors

**STOCK NUMBER:** LKE01486  
**Hours:** 1,450

**SERIAL NUMBER:** 0FBH02256

**YEAR:** 2012

I appreciate the opportunity to provide you with your equipment needs. This quote is valid for 30 days after which point, dealer reserves the right to re-quote. Please contact me with any questions.

Sincerely,

Patrick Wells  
Government Sales

Notice is hereby given that Wheeler Machinery Co. has assigned its rights to WMC Exchange LLC to sell certain like-kind exchange qualifying rental equipment.

**MACHINE SPECIFICATIONS**

<b>Description</b>	<b>Reference No</b>
D6K XL TRACTOR	206-7250
GUARD, TRACK GUIDING, LONG	234-4745
FAN, DEMAND	250-7881
TRACK, 22", ES, XL	250-3430
ENCLOSURE, ENGINE, STANDARD	206-7285
WARNING DECALS, ANSI, FOR NACD	206-7288
HEATER, ENGINE COOLANT, 120V	256-3468
CAB PACKAGE, STANDARD W HEAT/AC	349-8349
RIPPER READY PACKAGE	349-8353
PROTECTION PACKAGE, FRONT	349-8354
HYDRAULIC, OIL STANDARD	349-8355
ACCUGRADE READY, CAB	250-6994
COMPLETE STORAGE PROTECTION	0G-9236
LANGUAGE, MESSENGER	294-7829
RIPPER, 3 Shank (Curved)	353-7685
Blade, 126" ARO XL Power Angle Tilt	240-1500

**JOHN DEERE** Customer Purchase Order for John Deere Construction and Forestry Products - USA

PURCHASER NAME AND ADDRESS			
NAME (First, Middle, Last) <i>(First Signer)</i> Tooele County Corporation			
(SECOND LINE OF OWNER NAME)			
STREET or RR 47 South Main Street			
CITY Tooele	STATE UT	ZIP CODE 84074	COUNTY Tooele
PHONE NUMBER 435-830-8444	EMAIL ADDRESS		
NAME (First, Middle, Last) <i>(Second Signer)</i>			
STREET or RR			
CITY	STATE	ZIP CODE	COUNTY
PHONE NUMBER	EMAIL ADDRESS		

SELLER NAME AND ADDRESS	
Honnen Equipment Co. 1380 Distribution Salt Lake City, UT 84104 (801) 262-7441 Fax (801) 261-1857	Dealer Account No.: 170469
Date of Order: Jan-15-2015	
Dealer Order No.:	TYPE OF SALE: <input checked="" type="checkbox"/> CASH <input type="checkbox"/> LEASE <input type="checkbox"/> TIME SALE
PURCHASER TYPE: 4	MARKET USE CODE: RB 51
Add customer to Mailing List (Check One or More) <input type="checkbox"/> Construction <input type="checkbox"/> Utility <input type="checkbox"/> Forestry <input type="checkbox"/> Government	
PURCHASER IS: <input type="checkbox"/> Business <input type="checkbox"/> Individual	Purchaser Acct.: 104714
<input type="checkbox"/> SOCIAL SECURITY <input type="checkbox"/> IRS TAX ID NO <input type="checkbox"/> EIN	
NO.:	Sales Tax Exempt #

EXTENDED WARRANTY IS: <input type="checkbox"/> Accepted <input type="checkbox"/> Rejected _____ (Initials)	LOCATION OF FIRST WORKING USE: County   Tooele   City   Tooele	STATE UT	COUNTY CODE Tooele
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QTY	NEW	DEMO	RENT	USED	EQUIPMENT (Model, Size, Description)	Hrs of Use	Stock ID #	Pin or Serial Number	Delivered Cash Price
1	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	John Deere 700K Crawler Dozer with 1,363 hours, Xlt Tr.fr W/70" gauge-7roller; Jdlink Ultimate; Hyd. Fan Drive W/rev Motor; 22" Lubed Mlu 39 Link; Cab With Heater & A/c; Deluxe Air Susp Heated Seat; 120" Blade & C Frame; Hyd Control Valve-4 Func; Hyd Pump Use W/winch; Severe Duty Fuel Filter; Sample Ports; Engine Air Precleaner; Full Length Rock Guards; Optional Lights; Engine Compartment Light; Hd Ripper, 5 Shank, 3 Teeth; Extreme Duty Grille; Rear Attachment Mirror; Rear Wiper; Coolant Heater, Electric; Front Counterweight.	1,363	40998	1T0700KXECE225270	\$127,301.59
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	We are still waiting on a Buyback Amount from John Deere. I will follow up as soon as possible.				
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Thank you,				
<b>1. TOTAL CASH PRICE</b>									<b>\$127,301.59</b>

QTY	TRADE-IN (Model, Size, Description)	Hrs of Use	Pin or Serial Number	AMOUNT
				\$0.00
<b>ACKNOWLEDGMENTS:</b> Purchaser offers to sell, transfer, and convey the item(s) listed as "Trade In" to the Dealer at or prior to the time of delivery of the above Equipment, as a "trade-in" to be applied against the cash price. Purchaser represents that each "trade-in" item shall be free and clear of all security interests, liens, and encumbrances at the time of transfer to the Dealer except to the extent shown below. The price to be allowed for each "trade-in" item is listed on this document. The Purchaser promises to pay the balance due (line 9) shown hereon in cash, or to execute a Time Sale Agreement (Retail Installment Contract), or a Loan Agreement for the purchase price of the Equipment, plus additional charges shown thereon, or to execute a Lease Agreement, on or before delivery of the equipment ordered herein. Despite delivery of the Equipment to the Purchaser, title shall remain with the seller until one of the foregoing is accomplished. The Purchaser and the Dealer agree that this Purchase Order is not a security agreement and that delivery of the Equipment to the Purchaser pursuant to this Purchase Order will not constitute possession of the Equipment by the Purchaser, as a debtor, for the purposes of the purchase money security provisions in any statutes relating to personal property security or its equivalent. Purchaser understands that its rights in connection with this purchase are limited as set forth in this Purchase Order.				<b>2. TOTAL TRADE-IN ALLOWANCE</b> \$0.00 <b>3. BALANCE (1-2)</b> \$127,301.59 <b>4. RENTAL APPLIED</b> \$0.00 <b>5. SUBTOTAL (3-4)</b> \$127,301.59 <b>6. SALES TAX</b> RATE 0.00%      \$0.00 <b>7. ADDITIONAL FEES</b> \$0.00 <b>8. CASH WITH ORDER</b> \$0.00 <b>9. BALANCE DUE (5+6+7-8)</b> \$127,301.59
<b>WARRANTY:</b> Machine is as is with no Warranty.				

**DISCLOSURE OF REGULATION APPLICABILITY:** When operated in California, any off-road diesel vehicle may be subject to the California Air Resources Board In-Use Off-Road Vehicle Diesel Vehicle Regulation. It therefore could be subject to retrofit or accelerated turnover requirements to reduce emissions of air pollutants. More information is available on the California Air Resources Board website at <http://www.arb.ca.gov/msprog/ordiesel/ordiesel.htm>

**IMPORTANT WARRANTY NOTICE:** The Standard Warranty for new John Deere construction and forestry products is set forth in a separate document provided by the dealer. Please read the Standard Warranty carefully before signing. No express warranty is made unless specified in the Warranty Statement. PURCHASER'S RIGHTS AND REMEDIES PERTAINING TO THIS PURCHASE ARE LIMITED AS INDICATED IN THE STANDARD WARRANTY AND PURCHASE ORDER. WHERE PERMITTED BY LAW, NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS IS MADE. USED JOHN DEERE PRODUCTS ONLY: John Deere will transfer remaining Standard Warranty and/or Structural warranty to the purchaser of a used John Deere construction and forestry product that has been used for less than the full warranty period provided at the product's original retail purchase. This transfer is not effective until change of ownership is registered by a John Deere dealer. ALL THE TERMS, INCLUDING LIMITATIONS AND EXCLUSIONS, OF THE JOHN DEERE STANDARD WARRANTY AND/OR STRUCTURAL WARRANTY ORIGINALLY PROVIDED FOR THE PRODUCT REMAIN IN EFFECT AND APPLICABLE.

The undersigned purchaser(s) (the "Purchaser") hereby orders the equipment (the "Equipment") described above from the Dealer. The Dealer shall not be liable for failure to provide the Equipment or for any delay in delivery if such failure or delay is due to the Dealer's inability to obtain such Equipment from the manufacturer or supplier or other cause beyond the Dealer's control. The cash price shown above is subject to the Dealer receiving the Equipment from the manufacturer or supplier prior to any change in price by the manufacturer or supplier and is also subject to any new or increased taxes being imposed upon the sale of the Equipment after the date of this Purchase Order.

Purchaser's signature below acknowledges the Purchaser has received a copy of the Standard Warranty, Version \_\_\_\_\_ (Initials)  and understands its terms and conditions.

Purchaser (First Signer) \_\_\_\_\_ Signature  Date \_\_\_\_\_

Purchaser (Second Signer) \_\_\_\_\_ Signature  Date \_\_\_\_\_

Dealer Representative \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

Salesperson \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

DELIVERY ACKNOWLEDGMENT <input checked="" type="checkbox"/>	Delivered with Operator's Manual On: <input checked="" type="checkbox"/>	Customer Signature: _____
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Repurchase / Buyback Agreement

Date: 1-20-15

Agency: Tooele County

Model: 700K

Serial #: 1T0700KXECE225270

Under this agreement, Honnen Equipment will repurchase the John Deere 700K from Tooele County at the end of 2 years on 1-17-17. The repurchase price will be in the sum of \$85,000.00 less any or all repairs needed and wear items as outlined below.

- (1) Total hours on the machine at the end of the term outlined above will not exceed 3363 hours. If the hours exceed 3,363 hours, Tooele County will reimburse Honnen Equipment at the rate of \$22.25 per hour for all hours in excess of 3,363 hours.
(2) Tooele County agrees to maintain the equipment to manufacture's specifications, as found in the respective owner's manual provided with the machine. Tooele County agrees to provide a record of the maintenance history upon request at any time during this period. Oil sampling is required and is to be performed per manufactures specifications by a Honnen Equipment Co. designated oil analysis lab. If customer uses another labor for oil sample analysis, the reports generated by that lab must be provided to Honnen Equipment.
(3) Honnen Equipment reserves the right to inspect the machine and the service records at any time with reasonable notice to Tooele County.
(4) Ground engaging tools, all tires, etc. to be 50% or better, at the conclusion of above specified term.
(5) All glass to be free of all defects including, but not limited to, cracked windows, worn hoses, etc. All lights are to be operational and exterior of the machine including, but not limited to, the cab, shall be free of dents and the paint to have reasonable appearance.
(6) All major warranty work will be done at Honnen Equipment, Salt Lake City location, unless otherwise noted and agreed upon as warranty claims arise. It will be the responsibility of Tooele County to inform Honnen Equipment as soon as possible when warranty work is needed. In the event that a service call is required, there will be a charge for travel time and mileage, unless other arrangements can be made for the transport of the equipment to Honnen Equipment, Salt Lake City Honnen location by Tooele County.
(7) Fire or rollover damage to the 700K voids the obligation of Honnen Equipment to repurchase the machine.
(8) Upon expiration of the warranty period, Tooele County will be responsible for all repairs that otherwise would have been covered by warranty. Such work will be done by Honnen Equipment Service Department using genuine John Deere parts with parts and service labor charged to the account of Tooele County.

Acceptance of above referenced terms and conditions is acknowledged by signature below:

Honnen Equipment

Tooele County

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_