



JOHN DEERE

Retail Purchase Order

RDO Equipment Co.
215 Enterprise
Hewitt TX, 76643
Phone: (254) 666-3900 - Fax: (254) 666-7466

Bill To:
CITY OF KILLEEN
PO BOX 1329
KILLEEN, TX, 765401329
BELL ()
(254) 634-2191

Purchase Order Date: 4/9/2018
Purchase Order #: 1066350
Purchaser Account #: 2191024
Customer Purchase Order #: TBD
Customer Sales Tax Exempt #: None

Customer Purchaser Type: Governmental - County
Customer Market Use: Material Handling - Sand & Gravel/Stone
Location of First Working Use: KILLEEN, TX, 765401329
Dealer Account Number: 177418
Sales Professional: Colin Duecy
Phone: (254) 666-3900
Fax: (254) 666-7466
Email: CDuecy@rdoequipment.com

Comments

Warranty will expire 36 months after machine is delivered to the City of Killeen OR after 3000 machine hours, whichever occurs first.

Buyback Terms:

3 year/1500 Hours- \$209,700

3 year/3000 Hours- \$194,700

Equipment Information

Quantity	Serial Number	Hours (approx.)	Status / Year / Make / Model Additional Items	Cash Price
1	TBD	0	New 2018 JOHN DEERE 770G Other Buyboard Contract# 515-16 Warranty -John Deere Power Train & Hyd.-36 Months, 3000 Hours,Deductible: 0	\$267,624.57
Equipment Subtotal:				\$267,624.57

Purchase Order Totals

Balance: \$267,624.57
Tax Rate 3: (TXEG 0%): \$0.00
Sales Tax Total: \$0.00
Sub Total: \$267,624.57
Cash with Order: **\$0.00**
Balance Due: **\$267,624.57**

For the Construction Product(s)

ACKNOWLEDGMENTS

7
Not Applicable
- CD
5-29-18

The Purchaser promises to pay the balance due shown hereon in cash, or to execute a Time Sale Agreement Product(s) ordered herein. Despite delivery of the Product(s) to the Purchaser, title shall remain with the Seller until one of the foregoing is accomplished. Except as provided herein and as necessary to protect RDO Equipment from the claims of a bankruptcy trustee or a buyer in the ordinary course of business, the Purchaser and the Dealer agree that this Purchase Order is not a security agreement and that delivery of the Product(s) to the Purchaser pursuant to this Purchase Order will not constitute possession of the Product(s) 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. I (we) hereby grant a security interest to RDO Equipment in the Product.

DISCLOSURE OF REGULATION APPLICABILITY - (CARB Disclaimer) - When operated in California, any off-road diesel vehicle may be subject to the California Air Resources Board In-Use Off-Road 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>.

Purchase Agreement - 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.

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 unless and until John Deere's written confirmation of transfer, indicating when the transferred warranty will expire, is received by the customer. **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.**

SIC Information - Please be advised that RDO has assigned its rights to sell construction rental equipment (as defined under SIC code #3831 and as described in this document) and the rights to sales proceeds (including "trade-in assets" related thereto) to North Star Deferred Exchange LLC, as part of IRC Sec. 1031 exchange.

Extended Warranty Oil Sampling Acknowledgement - For extended warranty contracts purchased after June 9, 2008, machines that require oil samples must have a fluid sample submitted prior to entering Extended Warranty. Fluid samples are required at a maximum interval of 500 hours after the first sample has been submitted. Fluid sampling must be done prior to failure as a condition of coverage. Machines with existing Extended Warranty contracts are exempt from this requirement. However, for contract extension purchased on or after June 9, 2008 fluid analysis will be required beginning on the date of contract extension purchase. * Failure to complete samples as recommended by Deere will result in a 20% charge of the total warranty claim to the customer. The following units with Extended Warranty contracts above 5000 hours will require Hydraulic Oil sampling at a maximum interval of 500 hours. - ADT's, backhoes, Crawlers (605, 655, 755, 850, & 1050), Energy Wood Bundlers, Excavators size 75 - 135, Forwarders, Kruidboom Loaders, Swing Machines, Loaders, Motor Graders, Skidders and Wheeled/Tracked Feller Bunchers & Harvesters. The following units with Extended Warranty contracts above 5000 hours will require Hydrostatic Oil sampling at a maximum interval of 500 hours. - Crawlers (450, 550, 650, 700, 750, & 850) The following units with Extended Warranty contracts at any hour level will require Hydraulic Oil sampling at a maximum interval of 500 hours. - Excavators size 160 - 850 The following units are excluded from oil sampling at this time. - Compact excavators, Compact Tractor Loaders, Skid Steers, Compact Loaders, Rigid Frame Trucks, Scraper Tractors and Pull-Type Scrapers. Within the signature area of the PO, the salesperson has explained the "Extended Warranty Oil Sampling Acknowledgement" and I understand as the purchaser my responsibility.

Upon signature of delivery acknowledgment, customer is accepting the equipment, including attachments, in "AS IS" condition, agreeing to notify RDO Equipment Co. within 24 hours of any damages or discrepancies found upon receipt of equipment.

Purchase Order Accepted By:

(Customer's Signature)

(Date Accepted)

(Authorized Signature of Dealer)

(Date Accepted)

Delivery of Equipment Acknowledgement:

(Customer's Signature)

Date Accepted

Standard Warranty Acknowledgement:

(Delivered On)

(Warranty Begins)

Extended Warranty Oil Sampling Acknowledgement:

(Customer's Initials)

(deal owner's title's Initials)

Equipment Options

Qty	Serial Number	Year / Make / Model	Description
1	TBD	2018 JOHN DEERE 770G	8460T 770G MOTOR GRADER 1020 ELECTRO HYDRAULIC CONTROLS 1140 9.0L ENG,EPA FINAL TIER IV 1240 ALTERNATOR 200 AMP 1310 QUICK SERVICE GROUP 1410 STANDARD FUEL LINES 1610 HYDRAULIC PUMP DISCONNECT 170C JDLINK ULT 5 YEAR SERVICE 1830 BLACK EXHAUST STACK 1920 NO BLADE IMPACT ABSORPTION 2060 14"X24"X7/8" MB (8"CEX5/8") 2605 ENGLISH LABELS & DECALS 2775 NO TOPCON RADIO INSTALLATION 2810 SNGL INPUT W/O SLIP CLUTCH 4611 17.5R25 G2/L2 1*MICH 1PC RIM 5060 EH LOW CAB W/ WINDOWS 5510 AUTOSHIFT TRANSMISSION 5710 TRANS VALVE SOLENOID GUARD 5815 HYDRAU-GREASE,OIL,FUEL,COOLN 6010 CAB PRECLEANER 6140 PREM POST/CONT FAB EH CNTRLS 6555 EH CONTROL VALVE W/ 1 AUX 6650 EH PLACE HOLDER 6710 FRONT PUSH BLOCK 6810 REAR RIPPER/SCARIFIER COMBO 7130 STD LIGHT PKG W/LED COLORED 7820 NO FRONT FENDERS 8110 CONVERTER, 24/12V 10/15 AMP 8210 MIRROR, CONVEX EXTERIOR 8310 LOWER FRONT INT WIPER/WASHER 8410 RADIO AM/FM/WB 8510 A/C - CHARGE 8730 NO SOUND ABSORPTION PKG 8810 REAR CAMERA 9130 REAR RETRACTABLE SUNSHADE 9430 9 EXTRA SCFR SHANKS W/TEETH

**STANDARD WARRANTY FOR NEW JOHN DEERE
CONSTRUCTION, UTILITY, AND FORESTRY PRODUCTS - US & Canada**

- **Construction, Forestry & Commercial Worksite Products:** 12 months Full Machine Standard Warranty
- **Pull-Type Scrapers:** 6 months Full Machine Standard Warranty
- **Scraper Tractors:** 24 Months or 2000 Hours (whichever occurs first) Full Machine Standard Warranty
- **Forestry Attachments:** 12 Months or 2000 Hours (whichever occurs first) Full Machine Standard Warranty
- **Frontier Equipment:** 6 months Full Machine Standard Warranty (90 days in rental applications)

The "Standard Warranty" is part of the warranty protection package available from John Deere Construction & Forestry Company (John Deere Limited in Canada) ("John Deere") to purchasers of new John Deere products ("product"):

STANDARD Warranty is John Deere's standard new product warranty, described in this document, provided at no additional charge to the purchaser.

EXTENDED Warranty is a separate repair contract made available by John Deere for purchasers who wish to complement their Standard Warranty coverage. Complete Extended Warranty details, including coverage options and limitations, are set forth in the Application for Extended Warranty, which is available from authorized John Deere dealers.

STRUCTURAL Warranty applies to certain structural components as listed below and as described in this document.

FACTORY-INSTALLED UNDERCARRIAGE Warranty applies to certain undercarriage components as listed below and as described in this document.

A. STANDARD WARRANTY - GENERAL PROVISIONS

John Deere will repair or replace, at its option, any parts (except those specified below) of a new John Deere product that, as delivered to the original retail purchaser(s), are defective in material or workmanship. Performance of this warranty will be free of charge for parts and labor/labour, except as otherwise stated below. Standard Warranty applies only to purchases from John Deere and authorized John Deere dealers and, except as otherwise provided in the next sentence and section L below, is extended only to the original retail purchaser of the product. Remaining Standard Warranty applicable to a used John Deere product is transferred to a subsequent purchaser of the product only if the subsequent purchaser requests a transfer from an authorized John Deere dealer before the product's Standard Warranty expires. Coverage begins on the date of delivery of the product to the original retail purchaser. For purposes of this warranty, a product that has been rented, used for demonstration purposes for 150 or more hours, or otherwise used prior to its original retail purchase has been "used" for the total duration of such use. Warranty statements required by law covering engine emissions-related parts and components are found on a separate written warranty certificate provided to the purchaser at the time of the original retail purchase.

B. WHAT IS COVERED BY STANDARD WARRANTY -

All parts of a new John Deere product (except those noted in Sections D and E below) are covered during the Standard Warranty period set out above.

C. EXCLUSIVE REMEDY -

The repair or replacement of covered parts or components that are defective, as provided in Sections A, B, D.2 and D.3 herein, shall be the purchaser's exclusive remedy for any defect in the product. However, if after repeated attempts such repair or replacement fails to correct the performance problem caused by the defect, the purchaser's sole remedy shall be a refund of the amount paid for the product (in exchange for a return of the product), excluding any transportation charges, license fees, taxes and insurance premiums, and less a reasonable allowance for use of the product prior to its return. In no event will the dealer, John Deere or any company affiliated with John Deere be liable for any incidental or consequential damages, including but not limited to loss of profits, rental of substitute equipment or other commercial loss. Correction of defects in the manner provided above shall constitute fulfillment of all liabilities of the Dealer, John Deere, or any company affiliated with John Deere to the purchaser or any other person, whether based upon contract, tort, strict liability, or otherwise. This limitation does not apply to claims for personal injury.

D. ITEMS COVERED SEPARATELY -

1. Standard Warranty does not apply to batteries, radios, tires, cameras, or to Cummins, MTU or Detroit Diesel Engines installed in John Deere products, which are covered by separate written warranties.

2. Factory-Installed Undercarriage Warranty covers all non-rubberized factory-installed undercarriage wear components for 3 years or 4,000 hours from the date of delivery to the original retail purchaser, whichever occurs first (unless terminated earlier under Section F, below). For purposes of this warranty, a product that has been rented, used for demonstration purposes for 150 or more hours, or otherwise used prior to its original retail purchase has been "used" for the total duration of such use. In addition to the items listed in section E below, Factory-Installed Undercarriage Warranty does not cover: failures due to wear, machine application, maintenance practices, or improper machine configuration; removal and installation labor/labour; transportation or hauling costs; unapproved parts; non-wear items; and rubberized undercarriage components such as rubber tracks. Warranty claims will be pro-rated based upon wear of the failed component and whether track shoe width is approved by John Deere. Factory-Installed Undercarriage Warranty does not apply to Scraper Tractors.

3. StructurALL Warranty for new John Deere Products (except Compact Excavators & Loaders, Skid-Steer Loaders, Compact Track Loaders, Scraper Tractors, Pull-Type Scrapers, and Forestry Attachments, which are not eligible for StructurALL Warranty) begins at the date of delivery to the original retail purchaser and ends (unless terminated earlier under Section F, below) after three (3) years, or 10,000 hours (whichever occurs first). For purposes of this warranty, a product that has been rented, used for demonstration purposes for 150 or more hours, or otherwise used prior to its original retail purchase has been "used" for the total duration of such use. **StructurALL Warranty applies only to the following structural components listed below as installed on the product at the time of original manufacture.** If a particular component is not listed below it is not covered by StructurALL Warranty.

Arm; Articulation Joint (incl. pins & bushings); Bin Frame; Boom; Carbody; C-Frame*; Circle Frame; Coupler (John Deere built ONLY); Dipperstick; Draft Frame; Engine Frame; Equipment Frame; Grapple Arch and Grapple Boom; Loader Arm; Loader Frame; Mainframe; Moldboard Lift Arm; NeverGrease™ Pin Joints [Includes steering pin and bushing joints (standard equipment), roller elements (roller bearings) in bucket to boom joints and sliding elements (bushing) for boom and linkage joints (optional equipment)]; Rollover Protection Structure (ROPS); Side Frame; Swing Frame; Track Frame; Undercarriage Frame; X-Frame; Z-bar loader linkage (including bell crank and bucket driver link); Specialty booms and arms marketed as "heavy duty" by John Deere.

Items Covered by StructurALL for Cut-to-Length Forestry Machines: Front frame (welded assembly); Rear frame (welded assembly); Crane king post with basement; Middle joint frame; Cabin swing frame; Main Boom

StructurALL Warranty does not apply to:

1. Any product used primarily in extreme duty or severe duty applications such as but not limited to: demolition and wrecking, chemical plant (including fertilizer plants), salt mines, steel mill, land fill and transfer stations, scrap handling, scarifying and other applications that are similarly destructive or similarly heavy duty except specialty booms and arms as stated in Section D.3 above.
2. C-Frames on H-Series & J-Series Crawlers equipped with root rakes or used in forestry applications unless equipped with an "extreme duty" reinforcement package.
3. Cut-to-Length Forestry Heads and Slash Bundler Units.
4. Crawlers equipped with optional side booms.
5. Cut-to-Length Forestry, Excavator, and Log Loader swing bearings.
6. Motor Graders equipped with front- or rear-mounted snow wings.

E. ITEMS NOT COVERED -

John Deere is NOT responsible for the following:

1. Freight
2. Adjustments to compensate for wear, for periodic maintenance or adjustments that result from normal wear and tear.
3. Damage caused by unapproved adjustments (electronic or mechanical) to machine or machine components outside of published specifications including but not limited to engine, hydraulic components and relief valves.
4. Program updates, calibrations, and pressure adjustments.
5. Diagnostic Time
6. Additional Labor/Labour Time - Above SPG/Labor/Labour Rate
7. Additional Cleaning - Above SPG/Labor/Labour Rate
8. Rental Fees
9. Depreciation or damage caused by normal wear or application, lack of reasonable and proper maintenance, failure to follow operating instructions, misuse, negligence, collision or other accidents.
10. Premiums charged for Overtime Labor/Labour
11. Transportation to and from the dealership.
12. Travel time, mileage or service calls by the dealer.

13. Non-John Deere components or modifications, Rotobec grapples, and attachments installed aftermarket.
14. Shop supplies and maintenance items such as, but not limited to: filters, fuels, oil, hydraulic fluid, lubricants, coolants, conditioners, shop towels, cleaners and degreasers. Note: Reimbursement for refills of oils/coolants lost due to a warrantable failure is covered when a system failure occurs outside the boundaries of a normal oil change (within 25% of specified change interval as provided in the Operator's Manual).
15. Torn, cut, or worn hoses.
16. Wear items, such as, but not limited to: body liner, belts, blades, bulbs, lubricated joints (including pins and bushings), dry brakes, brake linings, dry clutch linings, saw blades, chains, skidder grapple shocks, color marking nozzles, and articulation bumpers.
17. Items such as cutting edge parts, delimbing knives, bucket teeth and rubber track are not warranted for depreciation or damage caused by normal wear, lack of proper maintenance, misuse, failure to follow operating instructions, the elements or accident.
18. Any defect in a non-covered component, or damage to or failure of a covered component caused by a defect in a non-covered component.
19. Secondary damage which occurs from continued operation of a product after recognition of the occurrence of a failure.
20. Parts supplied or modifications done by third party suppliers.
21. Topping off fluids when fluid levels fall in the range between low and full
22. Parts/Kits not ordered on machine and installed aftermarket. These parts will be covered by any applicable parts warranty.
23. Attachments installed aftermarket - i.e. Winch not installed at factory.
24. Custom options installed outside the factory - i.e. G.R. Manufacturing option packages.
25. Used Products (except as otherwise provided in section L below).

F. TERMINATION OF WARRANTY

John Deere is relieved of its obligations under Standard Warranty, StructurALL Warranty, Factory-Installed Undercarriage Warranty and/or Extended Warranty if:

1. Service (other than normal maintenance and replacement of service items) is performed by someone other than an authorized John Deere dealer; or
2. The product is modified or altered in ways not approved by John Deere; or
3. Any unapproved or improperly sized attachment is installed on the product. Approval and attachment size shall be at John Deere's sole discretion. (Consult dealer prior to installing attachments or product modification).
4. The product is moved outside the US and/or Canada.

G. PARTS REPLACED UNDER WARRANTY -

Only new or remanufactured parts or components furnished or approved by John Deere, will be used if John Deere elects to repair the product. If any such part or component is defective in material or workmanship when installed in the product, John Deere will repair or replace, as it elects, such defective part or component, provided the defect is reported to an authorized John Deere dealer within 90 days of installation or before expiration of the applicable Standard Warranty, Factory-Installed Undercarriage Warranty and/or StructurALL Warranty whichever is later.

H. TELEMATICS

NOTICE: Products may be equipped with telematics hardware and software ("Telematics") that transmit data to John Deere/ Dealer. Purchaser may deactivate Telematics at www.jdlink.com.

Notwithstanding Purchaser's right, title or interest in the Products, Purchaser agrees that John Deere and Dealer (their affiliates, successors and assigns), without further notice to Purchaser have the right to:

1. Access, use, collect and disclose any data generated by, collected by, or stored in, Products or any hardware or devices interfacing with Products ("Machine Data");
2. Access Machine Data directly through data reporting devices integrated within, or attached to, Products, including Telematics ("Data Reporting Systems"); and
3. Update the Data Reporting Systems software from time to time. Machine Data will only be used in accordance with John Deere's Machine Data Policy, located at www.JohnDeere.com/MachineDataPolicy.

Machine Data may be transferred out of the country where it is generated, including to the U.S.A.

I. OBTAINING WARRANTY SERVICE -

To obtain warranty service, the purchaser must request warranty service from a John Deere dealer authorized to sell the product to be serviced. When making such a request, the purchaser must present evidence of the product's delivery date, make the product available at the dealer's place of business, and inform the dealer in what way the purchaser believes the product to be defective. Standard Warranty, Factory-Installed Undercarriage Warranty and/or

StructurALL Warranty repairs may be made in the field if the purchaser and servicing dealer so desire. However, John Deere will not be responsible for any charges (such as dealer travel time, mileage or extra labor/labour) that would not have been incurred had the product been repaired at the dealer's place of business.

J. NO IMPLIED WARRANTY, CONDITIONS OR OTHER REPRESENTATION -

Where permitted by law, neither John Deere nor any company affiliated with it makes any warranties, representations, conditions or promises, express or implied, as to the quality, performance, or freedom from defect of its products, other than those set forth in this document and **NO IMPLIED WARRANTY OF MERCHANTABILITY, CONDITIONS OR FITNESS IS MADE.**

K. NO DEALER WARRANTY -

The selling dealer makes no warranty of its own on any item covered by this warranty, and makes no warranty on other items unless the dealer delivers to the purchaser a separate written warranty certificate specifically warranting the item. **The dealer has no authority to make any representation or promise on behalf of John Deere, or to modify the terms or limitations of this warranty in any way.**

L. USED JOHN DEERE PRODUCTS ONLY -

John Deere will transfer remaining Standard Warranty, Factory-Installed Undercarriage Warranty and/or StructurALL Warranty to the purchaser of a used John Deere construction and/or 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, FACTORY-INSTALLED UNDERCARRIAGE WARRANTY, AND/OR STRUCTURAL WARRANTY ORIGINALLY PROVIDED FOR THE PRODUCT REMAIN IN EFFECT AND APPLICABLE.**



RDO Promise — Uptime Guaranteed™ (Construction) Agreement

Customer Name: _____

Machine: _____

Serial Number: _____

Basic Factory Warranty Expiration: _____ Date: _____ Hours: _____

RDO Equipment Co. Responsibilities:

The RDO Promise applies to any new John Deere (Non-forestry) or Hitachi (Non-mining) machines with less than 500 hours at time of purchase and within RDO Equipment Co.'s Area of Responsibility (AOR) and within the continental United States. On Rental Purchase Options, the RDO Promise™ begins at the time of initial rental delivery to the customer.

- Equipment walk around upon delivery of unit (Included)
- Basic Factory Warranty (Included)
- Free loaner for the first 12 months of ownership. Excludes production-class equipment from loaner option. (Included)
 - Free travel time on warranty items during Basic Warranty period (Included)
 - Free After Sales Inspection (Includes JDLINK™ Machine Performance Reports)
 - Free inspection prior to unit coming out of warranty period (Included)
 - Guaranteed Field Service Response Time (Included)
 - Lease or Retail Finance plan to fit your customer (Optional and tailored)
 - Secure Extended Warranty (Optional and tailored)
 - GPS Monitoring (Optional and Tailored)
 - Total repair and scheduled maintenance program (PMs) (Optional and tailored)

1. RDO Equipment Co. will provide an RDO Promise — Uptime Guaranteed™ (Construction) agreement during the term of this agreement:

- a. **Repair Inclusions:** All items covered under the John Deere BASIC & SECURE Extended (Optional) Warranties are included. This will include travel within RDO Equipment Co.'s Area of Responsibility (AOR) and within the continental United States, during the Basic Warranty period.
- b. **Maintenance Inclusions (Optional):** It includes the cost of parts, labor, travel, tools, supplies, fluids, OilScan, waste removal, and any other associated costs



of performing the 250hr., 500 hr., 1,000hr., and 2,000hr. maintenance and inspection intervals as outlined in the respective machine Operator's Manual and maintenance guide. Engine tune-ups and cooling system maintenance is also included. Maintenance inclusions apply if the customer purchases the Preventive Maintenance programs option.

State number of months and maximum hours of scheduled maintenance agreement:

Months: _____ Hours: _____

2. Balance of Basic Factory Warranty.

3. Equipment walk around. Salesperson, CSA, ASP, or a designated store employee will be responsible for a thorough explanation of the machine when unit is delivered.

4. Free Loaner during the first 12 months of ownership. – RDO Equipment Co. will make every effort possible to supply the customer with a replacement machine if it is determined that the RDO Promise™ machine cannot be returned to operating condition within 36 hours of:

- Technician's arrival at the machine.
- The arrival of the machine at an RDO Equipment Co. facility.
- a. Machine must be non-functioning or in diminished capacity preventing it from performing it's intended functions.
- b. RDO Equipment Co. will provide a like machine, if available. If a loaner machine is not available or the customer will not accept an available machine, RDO Equipment Co.'s loaner provision is waived.
- c. Customer is responsible for all transportation costs related to the free loaner.
- d. Excludes the following production-class equipment from loaner option:
 - a. Excavators — 470x, 670x, 870x.
 - b. Crawlers — 950x, 1050x.
 - c. 4WD Loaders — 744x, 824x, 844x, 944x.
 - d. ADTs — 250x, 300x, 370x, 410x, 460x.
- e. Use of the free loaner is limited to 8 hours per day, 40 hours per week, and 160 hours per month. All overtime usage will be charged to the customer at the RDO Equipment Co. hourly overtime rate.
- f. The Customer must agree to the terms and conditions of the RDO Equipment Co. Rental Agreement, including, meeting minimum insurance requirements. Machine must be in RDO Equipment Co.'s AOR and within the Continental United States.

5. Free Travel Time during the Basic Factory Warranty. Machine must be in RDO Equipment Co.'s Area of Responsibility (AOR) and within the continental United States.



6. **Free After Sales Inspection.** RDO Equipment Co. will conduct a machine performance inspection, including JDLink™ Machine Performance Reports and machine inspection after purchase. Machine must be in RDO Equipment Co.'s Area of Responsibility (AOR) and within the continental United States. It is the customer's responsibility to schedule the inspection walk around.
7. **Free Inspection (Warranty purposes.)** A CSA, ASP, or service technician will inspect machine before any basic or extended warranty expires. It is the customer's responsibility to notify and schedule an inspection at any RDO Equipment Co. location before warranty expires and must be within the company's Area of Responsibility (AOR) and within the continental United States.
8. **Guaranteed Field Service Response Time not to exceed 4 hours.**
 - a. Machine down must be non-functioning or in a diminished capacity preventing it from performing it's intended functions.
 - b. The Customer must identify the machine as an "RDO Promise — Uptime Guaranteed™ (Construction)" machine at the time of call and the 4 hour response guarantee will begin when the call is received by a RDO Equipment Co. Field Service Dispatcher & stop when the field technician has been dispatched to the jobsite.
 - c. The response guarantee is valid during normal store hours of operation, 8:00 a.m. – 5:00 p.m. Monday through Friday, excluding holidays.
 - d. Failure to respond within the guarantee period will result in a credit of \$100 per hour for each hour the response is late, up to a maximum of \$500. This credit will be applied to the customer's account and can be used to offset charges for any RDO Equipment Co. document on the customer's account.
 - e. Not valid under acts of nature and other obstacles beyond RDO Equipment Co.'s control that would delay response time, i.e. floods, hurricanes, fires, blizzards, etc.
 - f. The Guaranteed Field Service Response Time is only available during the first 12 months of ownership.
9. **Lease or Retail Finance.** (Optional and tailored to customer)
10. **Secure Extended Warranty.** (Optional and tailored to customer)
11. **GPS Monitoring.** (Optional and tailored to customer) The customer will have access to the tracking data upon request.
12. **Total Repair and Scheduled Maintenance.** (Optional and tailored to customer) Oil samples and machine inspections will be taken by RDO Equipment Co. per the Original Equipment Manufacturer (OEM) recommendations.
13. If a failure is believed to be imminent, RDO Equipment Co. may remove and repair/replace components. Component replacement and repair decisions will be



made by RDO Equipment Co. using OilScan, Machine Inspection, Technical Analysis, and expected component life. Decisions regarding parts and component replacement with new, rebuilt, or remanufactured items will be at the discretion of RDO Equipment Co.

14. RDO Equipment Co. agrees to notify the Customer regarding pending repairs of component replacement.

Customer Responsibilities

1. OEM recommended maintenance and preventive maintenance schedules must be followed. These schedules may only be modified through mutual agreement between the Customer and RDO Equipment Co.
2. The Customer is responsible for all costs associated with the daily (10hr.), weekly (50hr.), and biweekly (100hr.) maintenance and inspections as outlined in the respective machine Operator's Manual and maintenance guide. Oil changes from summer to winter and/or winter to summer weight oils outside of scheduled maintenance intervals will be at the customer's expense.
3. Repairs and/or maintenance due to abuse, vandalism, neglect, accident, fire, acts of God, improper operation or operating conditions, substandard maintenance, or maintenance practices are not included in the RDO Promise — Uptime Guaranteed™ (Construction) coverage. Repair, maintenance, and/or replacement of tires on Wheel Loaders, undercarriage wear items (including shoes, link assemblies, sprockets, rollers, idlers, and track guides) on Track Type equipment, ground engaging tools (including bucket wear and dozer face wear), paint, glass, and illumination devices are not included. Repair/replacement of attachments and couplers is not included. Repair/replacement of hydraulic hoses, lines, and fittings are not included.
4. The machine may not be altered or modified in any manner which affects the mechanical operations as described by the OEM without the approval of the OEM and RDO Equipment Co.
5. When advised by RDO Equipment Co., the customer is responsible to schedule the components covered in this agreement for routine overhaul (before failure) to minimize downtime and overhaul costs.
6. The customer agrees to provide RDO Equipment Co. and its representatives reasonable access to the above listed machine for the purpose of Machine Inspection, Technical Analysis, and repair and maintenance on a regular basis. RDO Equipment Co. will make every effort to perform these services during times convenient to the Customer.



7. The Customer agrees to use only genuine OEM parts for all maintenance and repairs performed by Customer personnel. It is further understood that OEM standards will be observed regarding oils and grease.
8. The Customer agrees to shut the machine down if, after inspection by an RDO Equipment Co. representative, it is determined that further operation of the machine will result in imminent mechanical damage to the components covered in this agreement.

General Terms and Conditions

1. All fluids must meet all manufacturer specification. It should be understood and agreed upon by the customer that if he chooses to use oils that are not recommended by the manufacturer that this agreement will be canceled. It should also be noted that it is the customer's responsibility to use quality fuel and that if a problem develops because of poor fuel this agreement as it pertains to that breakdown is voided.
2. Delays in furnishing service shall be excused if caused by acts of God, fires, weather conditions, labor controversies, or causes beyond the control of RDO Equipment Co.
3. If the machine covered in this agreement leaves RDO Equipment Co.'s Area of Responsibility, RDO Equipment Co. retains the right to terminate the guarantees contained in the RDO Promise — Uptime Guaranteed™ (Construction) agreement.
4. This agreement commences upon delivery of the machine to the Customer.
5. THIS AGREEMENT IS NOT TRANSFERRABLE.

Customer (Signature)

RDO Equipment Co. (Signature)

Customer (Print Name)

RDO Equipment Co. (Print Name)

Date

Date

GUARANTEED BUYBACK TERMS

Customer: _____

Address: _____

Phone Number: _____

Contact: _____

Machine: _____

Serial Number: _____

Guaranteed Buyback amount: \$ _____

Maximum hours and/or years allowed: _____

Delivery Date: _____

Hour meter reading: _____

In order for the full dollar amount of the buyback to be given, the machine must comply with the following conditions.

- Transmission, engine, hydraulics, and other drive train components must be oil scanned and have clean reports. All components must be in good, clean working order free of any hazardous materials
- All sheet metal must be straight with no dents, cracks, or holes. The paint should be in good condition with no excessive rust. The overall appearance needs to be straight and clean.
- All tires must be at least 50% tread life remaining and be in good operable condition with no excessive cuts or weather cracking. If a crawler unit undercarriage must be at least 50% remaining.
- The cab can not have any cracked, broken, or badly scratched glass. All lights and mirrors must be in working condition with no cracks or breaks.

NOTES:

Customer signature _____ **Date** _____

The Customer has been explained and agrees to all terms and conditions listed above.

Store manager signature _____ **Date** _____

ADDENDUM TO CONTRACT FOR GOODS OR SERVICES
(Change as needed to match the name or type of your contract)

This addendum supplements that certain Equipment Purchases (Name of Contract), dated _____, made by and between the City of Killeen ("City") and RDO Equipment Co. ("Vendor" or whatever matches the contract).

1. **Verification by Vendor.** Vendor hereby verifies that it does not boycott Israel and will not boycott Israel during the term of this contract. Boycotting Israel is defined in Texas Government Code section 808.001 to mean refusing to deal with, terminating business activities with, or taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.
2. **Incorporation.** The provisions of this Addendum shall be incorporated into and are hereby made an essential part of the contract.
3. **Full Force and Effect.** Except as expressly modified herein, all other terms and provisions set for in the contract shall remain in full force and effect and shall not otherwise be affected by this Addendum.

The City and Vendor have duly executed this Addendum as of this 11th day of May, 2018.

City of Killeen

Vendor

By: _____

Title:

Colin Ducey

By: Colin Ducey

Sales Professional



DATE: March 19, 2018 → 4/24/18
QUOTE #: 215767-03 *REQUOTE*

CITY OF KILLEEN FLEET SERVICES
FRANK TYDLACKA

PO BOX 1329
KILLEEN, TEXAS 76540-1329

DATE: March 19, 2018 QUOTE #: Quote 215767-03

MACHINE SPECIFICATIONS

STOCK NUMBER: HLK033465

SERIAL NUMBER: 0N9D01030

YEAR: 2018

HOURS: 0

DESCRIPTION	REF.#
140M3 MOTOR GRADER	384-8605
LANE 2 ORDER	0P-9002
GLOBAL ARRANGEMENT	385-9294
MOLDBOARD, 14' PLUS	349-3048
RIPPER/SCARIFIER	324-0889
TOOTH, STRAIGHT	8J-1434
WEATHER, STANDARD	353-3316
ACCUMULATORS, BLADE LIFT	358-9338
PRECLEANER, NON SY-KLONE	380-6774
BASE + 1 (RIP)	385-8094
STARTER, ELECTRIC, HEAVY DUTY	394-3945
LIGHTS, FRONT HEADLIGHTS, LOW	308-9370
CAB, PLUS (STANDARD GLASS)	385-9554
CAB, PREMIUM (INTERIOR)	397-7458
FAN, DEFROSTER, REAR WINDOW	233-3137
SCREEN AS	360-0116
CONVERTER GP	361-3136
SEAT, VENTILATED + HEATED	385-8714
RADIO GP - AM/FM	477-1256
SEAT BELT	394-1492
PRODUCT LINK, SATELLITE PLE631	464-6804
INSTALLATION, ACCUGRADE READY	462-7928
JOYSTICK CONTROLS, ADVANCED	458-8701
GUARD GP, HITCH	323-6970
LANGUAGE, ENGLISH	386-1254
DECALS, ENGLISH (U.S.)	442-9940
ANTIFREEZE WINDSHIELD WASHER	0P-1939
LIGHTS, WORKING, PLUS, HALOGEN	395-1967
TRANSMISSION, AUTOSHIFT	396-3515

DESCRIPTION	REF.#
LIGHTS, SERVICE, INTERNAL	380-3070
CAMERA, REAR VISION	396-3921
DRAIN, HIGH SPEED, ENGINE OIL	501-1163
MIRRORS, OUTSIDE MOUNTED	233-3295
GUARD, TRANSMISSION	366-2459
PUSH PLATE, COUNTERWEIGHT	367-6842
TANK, FUEL, STANDARD	540-2373
COOLANT, 50/50, -35C (-31F)	469-8157
ROLL ON-ROLL OFF	0P-2265
CONTROL,AUTO ARTICULATION-DEMO	483-2354
FUEL ANTIFREEZE, -45C (-50F)	0P-3978
LIGHTS, ARM, FOLD DOWN	536-9969
TIRES, 17.5R25 MX XTLA * L2 MP	252-0771
scarifier teeth	

STOCK NUMBER: HLK033465

SERIAL NUMBER: 0N9D01030

YEAR: 2018

HOURS: 0

NJPA QUOTE:

SALE PRICE	\$263,500.00
EXT WARRANTY	Included
TOTAL PRICE	\$263,500.00
<hr/>	
SUB TOTAL	\$263,500.00
TOTAL PURCHASE PRICE	\$263,500.00

WARRANTY

Standard Warranty: 12 Month/Unlimited Hours Total Machine

Extended Warranty: 3YR / 1500 HOUR PREMIER WARRANTY

NOTES

3 YEAR BUYBACK OPTIONS:

3 Year / 1500 Hour	3 Year / 3,000 Hour	3 Year / 5,000 Hour
\$195,000	\$175,000	\$140,000

STANDARD EQUIPMENT

CONSIST NOTE

STANDARD EQUIPMENT:

The standard equipment list includes key

components necessary for an operable machine.

POWERTRAIN

Air cleaner, dual stage dry type radial seal with service indicator and automatic dust ejector
Air-to-air after cooler (ATAAC)
Belt, serpentine, automatic tensioner
Brakes, oil disc, four-wheel, hydraulic
Demand fan, hydraulic
Differential, lock/unlock, Automatic
Drain, engine oil, ecology
Electronic over-speed protection
Engine, C9 with ACERT technology, diesel

with automatic engine derate and idle control. EPA/ARB Tier 4 Final & EU stage IV certified Engine & Aftertreatment
Parking brake, multi-disc, sealed and oil cooled.
Sediment drain, fuel tank.
Tandem drive
Transmission, 8 speed forward and 6 speed reverse, power shift, direct drive
VHP Plus (Variable Horse Power Plus)

ELECTRICAL

Alarm, back-up
Alternator, 150 ampere, sealed
Batteries, maintenance free, heavy duty, 1125 CCA
Breaker panel, ground accessible
Electrical hydraulic valves
Electrical system, 24 volt

Grade Control Ready (Cab harness, software, electrical hydraulic valves, bosses and brackets)
Lights, reversing
Lights, roading, roof-mounted, stop and tail, LED
Starter, electric

OPERATOR ENVIRONMENT

Air Conditioning with heater
Articulation, automatic return to center
Centershift pin indicator
Display, digital speed and gear
Doors, left and right side with wiper
Gauge, machine level
Gauges (analog) inside the cab (includes fuel, articulation, engine coolant temp, engine RPM, and hydraulic oil temp, DEF/AdBlue)
Joystick, adjustable armrests
Joystick gear selection, hydraulic power steering hydraulic controls (right/left, blade lift w/ float position, blade sideshift and tip, circle drive, centershift, front wheel lean and articulation and steering)

Lights, night time cab
Messenger operator information system
Meter, hour, digital
Mirror, inside rearview, wide angle
Power Port, 12V
Radio Ready, Entertainment
ROPS cab, sound suppressed
- 69dB(A) - ISO 6394
Seat, cloth-covered, comfort suspension
Storage area for cooler/lunchbox
Throttle control, electronic
Windows: laminated glass
- Fixed front with intermittent wiper
- Door with intermittent wipers (3)
Windows: Tempered
- Left and right side wipers
- Rear with intermittent wiper

SAFETY AND SECURITY

Clutch, circle drive slip
Doors, 2 engine compartment, (two left hand, two right hand) locking
Doors, 2 service, left and right locking
Ground level engine shutdown
Hammer (emergency exit)

Horn, electric
Lockout, hydraulic implement (for roading and servicing)
Seat belt, retractable 3"
Secondary steering
Tandem walkway/guards

TIRES, RIMS, AND WHEELS

A partial allowance for tires on 10" x 24" multi-piece rims is included

in the base machine price and weight.

FLUIDS

Antifreeze

Extended Life Coolant -35C/-30F

OTHER STANDARD EQUIPMENT

Accumulators -brake -dual certified
Drawbar, 6 shoe w/replaceable wear strips
Fluid check, ground level
Fuel tank, 105 gallon (398 L)
Ground level fueling
DEF/AdBlue Tank, 5.5 gallon (21 L)
Hydraulic lines for base functions
Pump, hydraulic, high capacity

(98cc / 15 cu in)
Radiator, cleanout access
(both sides with swing doors)
SOS ports - engine -hydraulic
-transmission -coolant -fuel
Tandem walkway/guards
Tool box
Debris Guard



Texas Association of School Boards
BUYBOARD Quotation



Quote Date	May 30, 2018	Quote No.	WPI040618-001	
Quotation To		Contract No.	515-16	
Buying Agency		Vendor ID	837	
City of Killeen		Waukesha-Pearce Industries Inc.		
Contact		Construction Machinery Division		
Phone		Contact	James Reynolds	
Fax		Phone	512-947-1405	
Email		Fax		
		Email	james.reynolds@wpi.com	
Pricing Based On Manufacturer's Price List Dated:		Contract Discount	35.0%	
		Factor	65.0%	
A. Base Unit:				
Brand	Model No.	Description	List Price	Net Price
Komatsu	GD655-6	Motor Grader	\$ 532,401.00	\$ 346,060.65
Includes All Standard equipment & attachments as listed in attached brochures and delivery to your facility.				
B. Factory options and attachments INSTALLED				
Sales Code	Description	List Price	Net Price	
	Base Unit	\$ -	\$ -	
	Push Plate		\$ -	
	14' Moldboard		\$ -	
	Rear Ripper & Scarifier Assembly		\$ -	
	Top Con Ready		\$ -	
			\$ -	
	3 year/5,000 hour Powertrain Plus Hydraulics Extended Warranty		\$ -	
			\$ -	
	Sub Total		\$ -	
C. Non-Factory options and attachments INSTALLED				
Sales Code	Description	Net Price		
		\$ -		
		\$ -		
		\$ -		
		\$ -		
		\$ -		
		\$ -		
		\$ -		
	Sub Total	\$ -		
D. Other applicable charges. Allowances, Trade-Ins, Special Discounts, etc.				
Description			Net Price	
Inbound Freight (Estimated) Invoiced at actual			\$ 1,000.00	
			\$ -	
Special Discount			\$ (5,410.65)	
Sub Total			\$ (4,410.65)	
			TOTAL PURCHASE PRICE: \$ 341,650.00	
Delivery: Determined at Time of Order				
Pricing valid for sixty (60) days from this date. Orders after that period must be re-quoted.				
Transmit copy of quotation with purchase order issued to WPI to: Texas Association of School Boards, BuyBoard, PO Box 400, Austin, TX 78764-0400 email: info@buyboard.com				