

Sam



THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

38



William Cass, P.E.
Commissioner

David Rodrigue, P.E.
Assistant Commissioner
Andre Briere, Colonel, USAF (RET)
Deputy Commissioner

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

Bureau of Highway Maintenance
January 4, 2024

REQUESTED ACTION

Authorize the Department of Transportation to enter into a purchase agreement with United Construction & Forestry, of Pembroke, NH (Vendor Code 378296), on the basis of a **sole source** price of \$4,823,024.55, for sixty-six (66) 2019 loader backhoes. The sixty-six loader backhoes are currently being leased by NHDOT from United Construction & Forestry, of Pembroke, NH based on a contract approved by Governor and Council on October 31, 2018, Item # 43A. The purchase agreement will be effective upon Governor and Council approval with a completion date of June 21, 2029. 100 % Highway Funds.

Funding is available as follows:

04-96-96-960515-3005	FY 2024
Mechanical Services	
030-500320 Equipment New Replacement	\$4,823,024.55

EXPLANATION

This purchase agreement for sixty-six (66) loader backhoes is necessary in order for the DOT Bureau of Highway Maintenance to perform road maintenance tasks. Six District Offices with 88 Patrol Sheds throughout those Districts serve the entire state geographically. These crews perform varied activities including plowing, sanding and de-icing during snowstorms, paving and drainage repairs, culvert repairs, tree cutting and removal, and road restoration following washouts and state emergencies. In order to perform these duties, loader backhoes are required on a regular basis.

A request for bids to lease sixty-seven loader backhoes was released on April 28, 2023, on the Department of Administrative Services bid website. This would have replaced the existing 66 units under lease plus one additional unit. Bids were due by 10:00 AM on Friday, May 12, 2023. Four vendors submitted bid documents by the deadline. Based on bid results, the Department was prepared to lease sixty-seven (67) loader-backhoes with routine maintenance.

NHDOT submitted a contract to lease sixty-seven (67) new loader backhoes from Caterpillar Financial Services to Governor and Council during July 2023. The Governor and Council redirected NHDOT to buy out the equipment on the current lease from United Construction & Forestry, of Pembroke, NH based on the lease buyout cost included with this request.

The transfer of Highway Surplus funds to the Bureau of Mechanical Services for this purchase agreement was approved during the Governor and Council meeting on August 23, 2023, Item #29.

The equipment purchase agreement includes the equipment as well as scheduled preventive maintenance in which the vendor performs on-site maintenance up to 6,500 hours of equipment use on each loader backhoe at no additional cost and an extended service protection plan that covers powertrain and hydraulics for five years or 4,000 hours from the purchase date. The cost for this extended coverage is included in the purchase cost reflected on the purchase agreement.

This agreement has been approved by the Attorney General as to form and execution, and the Department has certified that the necessary funds are available. Copies of the fully executed purchase agreements are on file at the Secretary of State's Office and the Department of Administrative Service's Office, and subsequent to Governor and Executive Council approval will be on file at the Department of Transportation.

The Department of Transportation respectfully requests Governor and Executive Council approval of this contract.

Sincerely,

A handwritten signature in black ink, appearing to read "William Cass". The signature is written in a cursive style with a large initial "W".

William J. Cass, P.E.
Commissioner

Attachments

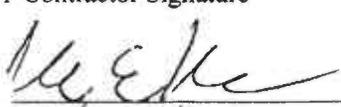
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

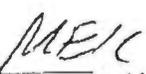
GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Transportation		1.2 State Agency Address 7 Hazen Drive, Concord, NH 03302-0483	
1.3 Contractor Name United Construction & Forestry, LLC		1.4 Contractor Address 98 Sheep Davis Road, Pembroke, NH 03275	
1.5 Contractor Phone Number 603-225-2769	1.6 Account Unit and Class 04-096-096-950515-3005 class 30	1.7 Completion Date 6/21/2029	1.8 Price Limitation \$4,823,024.55
1.9 Contracting Officer for State Agency William J. Cass		1.10 State Agency Telephone Number 603-271-1484	
1.11 Contractor Signature  Date: 1-2-24		1.12 Name and Title of Contractor Signatory Mark E. Kuhn, President	
1.13 State Agency Signature  Date: 1/9/2024		1.14 Name and Title of State Agency Signatory Michael J. Servetas, Director of Operations	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 1/17/2024			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			



Alyson Marie Norton
 Notary Public, State of Maine
 My Commission Expires April 4, 2030

Contractor Initials 
 Date 1-2-24

2. SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed.

3.3 Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8. The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance

hereof, and shall be the only and the complete compensation to the Contractor for the Services.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with this Agreement and all rules, regulations and orders pertaining to the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

- 8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar days after giving the Contractor notice of termination;
- 8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
- 8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
- 8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) calendar days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) calendar days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

10. PROPERTY OWNERSHIP/DISCLOSURE.

10.1 As used in this Agreement, the word "Property" shall mean all data, information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any Property which has been received from the State, or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure requires prior written approval of the State.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the State's sovereign immunity, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

Contractor Initials *MEK*
Date *1-2-24*

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all Property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the Property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

1 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or any successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

19. CHOICE OF LAW AND FORUM.

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

20. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

21. THIRD PARTIES. This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

22. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

23. SPECIAL PROVISIONS. Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

24. FURTHER ASSURANCES. The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

25. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

26. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

Contractor Initials *MEK*
Date *7-2-24*

EXHIBIT A
SPECIAL PROVISIONS



JOHN DEERE

Customer Purchase Agreement/Commitment to Lease for
John Deere Construction, Utility and Forestry
Products and Compact Construction Equipment - US
("Purchase Agreement")

PA#

09869826

PA Revision#

Original

Customer Name: NEW HAMPSHIRE DEPARTME

PURCHASER NAME AND ADDRESS (First Signer)			
NAME(First, Middle, Last) NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION			
STREET or RR PO BOX 483			
CITY CONCORD	STATE NH	ZIP CODE 03302	COUNTY Merrimack
PHONE NUMBER 603-271-1484	EMAIL ADDRESS HIGHWAYMAINTENANCE@DOT.NH.GOV		
REWARDS #			
PURCHASER NAME AND ADDRESS (Second Signer)			
NAME(First, Middle, Last)			
STREET or RR			
CITY	STATE	ZIP CODE	COUNTY
PHONE NUMBER	EMAIL ADDRESS		
REWARDS #			

DEALER NAME AND ADDRESS			
DEALER NAME United Construction & Forestry		Dealer Account No. : 176364	
STREET or RR 98 Sheep Davis Road			
CITY Pembroke	STATE NH	ZIP CODE 03275	Phone Number 603-225-2769
Date Of Order: Aug 15, 2023			
Dealer Order No.:		TYPE OF SALE: CASH <input type="checkbox"/> LEASE <input type="checkbox"/> TIME SALE	
PURCHASER TYPE: 3 State/Province		MARKET USE CODE: 49 Highways & Streets	
Add Purchaser to Mailing List (Check One or More) <input type="checkbox"/> Construction <input type="checkbox"/> CCE <input type="checkbox"/> Utility <input type="checkbox"/> Forestry <input type="checkbox"/> Government			
PURCHASER IS: Business <input type="checkbox"/> Individual		Purchaser Acct.:	
<input type="checkbox"/> SOCIAL SECURITY <input type="checkbox"/> IRS TAX ID NO <input type="checkbox"/> EIN			
NO.:			

EXTENDED WARRANTY IS: <input checked="" type="checkbox"/> Accept <input type="checkbox"/> Decline	LOCATION OF FIRST WORKING USE : Use State/Province NH	COUNTY CODE 13
(Initials)	Use County MERRIMACK	

Ultimate Uptime Package Purchase: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	(Initials)
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QTY	W	M	F	T	D	EQUIPMENT (Model, Size, Description)	Hours of Use	PIN or Serial Number	Delivered Cash Price
1					x	B1 2019 JOHN DEERE 310SL BACKHOE LOADER Stock # B1	0	1T0310SLTKF347115	\$ 63,206 13
1					x	B2 2019 JOHN DEERE 310SL BACKHOE LOADER Stock # B2	0	1T0310SLLKF346430	\$ 63,206 13
1					x	B3 2019 JOHN DEERE 310SL BACKHOE LOADER Stock # B3	0	1T0310SLLKF347075	\$ 63,206 13
1					x	B4 2019 JOHN DEERE 310SL BACKHOE LOADER Stock # B4	0	1T0310SLTKF347079	\$ 63,206 13
1					x	B5 2019 JOHN DEERE 310SL BACKHOE LOADER Stock # B5	0	1T0310SLTKF347227	\$ 63,206 13
1					x	B6 2019 JOHN DEERE 310SL BACKHOE LOADER Stock # B6	0	1T0310SLPKF347603	\$ 63,206 13
1					x	B7 2019 JOHN DEERE 310SL BACKHOE LOADER Stock # B7	0	1T0310SLPKF347083	\$ 63,206 13
1					x	B8 2019 JOHN DEERE 310SL BACKHOE LOADER Stock # B8	0	1T0310SLLKF347691	\$ 63,206 13
1					x	B9 2019 JOHN DEERE 310SL BACKHOE LOADER Stock # B9	0	1T0310SLVKF347087	\$ 63,206 13
1					x	B10 2019 JOHN DEERE 310SL BACKHOE LOADER Stock # B10	0	1T0310SLLKF347111	\$ 63,206 13
1					x	B11 2019 JOHN DEERE 310SL BACKHOE LOADER Stock # B11	0	1T0310SLVKF347106	\$ 63,206 13
1					x	B12 2019 JOHN DEERE 310SL BACKHOE LOADER Stock # B12	0	1T0310SLAKF348399	\$ 63,206 13
1					x	B13 2019 JOHN DEERE 310SL BACKHOE LOADER Stock # B13	0	1T0310SLPKF347102	\$ 63,206 13
1					x	B14 2019 JOHN DEERE 310SL BACKHOE LOADER Stock # B14	0	1T0310SLTKF346420	\$ 63,206 13
1					x	B15 2019 JOHN DEERE 310SL BACKHOE LOADER Stock # B15	0	1T0310SLEKF348391	\$ 63,206 13
1	x					EPG EXTENDED PT&H WARRANTY 60 MONTHS/4000 ADDITIONAL HOURS \$9870/MACHINE	0		\$ 148,050 00
(1) TOTAL CASH PRICE									\$ 1,096,141 95

QTY	TRADE-IN (Model, Size, Description)	Hours of Use	PIN or Serial Number	AMOUNT
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COMMENTS:

JDF LEASE CONTRACT 030-0062831-003 (15 UNITS)
 MATURITY DATE OF 3/21/2024

United Construction & Forestry will continue to honor the existing Preventative Maintenance service agreement to the 6,500-hour limit for each unit purchased by NHDOT as a component of the current five-year lease agreement. The previous five-year limitation is being lifted, while the hour limit remains.

The EPG Extended Warranty policy is predicated on the requirement that each unit will have less than 4,000 hours on date of sale. NHDOT and United Construction will monitor levels of usage and NHDOT will reassign units as necessary to ensure the 4,000-hour limit is not exceeded prior to date of sale.

The current hours for each unit will be documented by JDLink report at an agreed upon date and verified in the field by NHDOT staff for use in generating the extended warrantee agreements for each unit. EPG EXTENDED PT&H WARRANTY is 60 MONTHS or 4000 ADDITIONAL HOURS, whichever occurs first.

(2) TOTAL TRADE-IN ALLOWANCE	\$ 0	00
(3) TOTAL TRADE-IN PAY-OFF	\$ 0	00
(4) BALANCE	\$ 1,096,141	95
(5) Filing / Origination Fees	\$ 0	00
(6) EST. SERVICE AGREEMENT TAXES	\$ 0	00
(7) SUBTOTAL	\$ 1,096,141	95
(8) RENTAL APPLIED	\$ 0	00
(9) CASH WITH ORDER	\$ 0	00
(10) BALANCE DUE (7-(8 & 9))	\$ 1,096,141	95

ACKNOWLEDGMENTS: 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 product(s), 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 or otherwise satisfy the Balance Due (line 9) shown hereon in cash, or to execute a Retail Installment Contract, Rental Purchase Option Contract, Lease Agreement or other security agreement for the Balance Due for the Equipment, plus additional charges shown thereon, on or before delivery of the Equipment ordered herein. Despite delivery of the Equipment to the Purchaser, title to the Equipment shall not pass to the Purchaser until the Balance Due is paid or is otherwise satisfied in full for Equipment purchases. For Equipment leases and rentals, title to the Equipment shall not pass to the Purchaser. The Purchaser and the Dealer agree that this Purchase Agreement is not a security agreement and that delivery of the Equipment to the Purchaser pursuant to this Purchase Agreement 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 transaction are limited as set forth in this Purchase Agreement.

The Purchaser(s) and the Dealer acknowledge that while this document is defined herein as a "Purchase Agreement", it serves as both a purchase agreement for the Equipment and/or a commitment to lease the Equipment. In addition, the defined term "Purchaser" extends to and includes both a purchaser of the Equipment and/or a lessee of the Equipment. Furthermore, this Purchase Agreement is deemed to constitute a "Purchase Order" or a "Customer Purchase Order for John Deere Construction, Utility and Forestry Products and Compact Construction Equipment" for the purposes of any other John Deere documents, including, without limitation, any dealer terms schedules.

USE OF INFORMATION/PRIVACY NOTICE (U.S.):

I understand that John Deere Construction & Forestry Company and its affiliates ("John Deere") and Dealer collect information, including my personal information and machine data to provide warranty, customer service, product and customer support, marketing and promotional information about Dealer, John Deere and their equipment, products and services and to support other business processes and purposes. See the John Deere Privacy Statement (<https://www.deere.com/en/privacy-and-data/privacy-statements/>) for additional information on the types of personal information and machine data John Deere collects, how it is collected, used and disclosed. See Dealer directly for information about its privacy policy.

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 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, utility, forestry and compact construction products is set forth in a separate document the Dealer will provide to the Purchaser. 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 TRANSACTION ARE LIMITED AS INDICATED IN THE STANDARD WARRANTY AND PURCHASE AGREEMENT. WHERE PERMITTED BY LAW, NO IMPLIED WARRANTY OF MERCHANTABILITY, CONDITIONS OR FITNESS IS MADE.

TELEMATICS:

Orders of telematic devices include only the hardware. Where available, telematics software, including JDLink™ connectivity service, may be enabled from your local John Deere Operations Center or JDLink website. Please see your authorized John Deere dealer for assistance.

The undersigned purchaser(s) (the "Purchaser") hereby orders the product(s) (the "Product") described above from the Dealer. The Dealer shall not be liable for failure to provide the Product or for any delay in delivery if such failure or delay is due to the Dealer's inability to obtain such Product 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 Product 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 Product after the date of this Purchase Order.



Quote ID: 29425342

Customer Name: NEW HAMPSHIRE DEPARTME

Purchaser's signature below acknowledges the Purchaser has received a copy of the Standard Warranty, Version _____ and understands its terms and conditions.

(Initials)

Purchaser (First Signer)	NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION	Signature _____	Date _____
Purchaser (Second Signer)	_____	Signature _____	Date _____
Dealer Representative	United Construction & Forestry	Signature _____	Date _____
Salesperson	ALFONSI (BELOIN), LARISSA	Signature _____	Date _____

DELIVERY ACKNOWLEDGEMENT	Delivered with Operator's Manual On: _____	Purchaser Signature _____
--------------------------	--	---------------------------

- C&FWarranty
- Hitachi Warranty
- Timberjack Warranty

Show Details

PURCHASER NAME AND ADDRESS (First Signer)

NAME(First, Middle, Last)
NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION

STREET or RR
PO BOX 483

CITY STATE ZIP CODE COUNTY
CONCORD NH 03302 Merrimack

PHONE NUMBER EMAIL ADDRESS
603-271-1484 HIGHWAYMAINTENANCE@DOT.NH.GOV

REWARDS #

PURCHASER NAME AND ADDRESS (Second Signer)

NAME(First, Middle, Last)

STREET or RR

CITY STATE ZIP CODE COUNTY

PHONE NUMBER EMAIL ADDRESS

REWARDS #

DEALER NAME AND ADDRESS

DEALER NAME Dealer Account No. :
United Construction & Forestry 176364

STREET or RR
98 Sheep Davis Road

CITY STATE ZIP CODE Phone Number
Pembroke NH 03275 603-225-2769

Date Of Order:
Aug 15, 2023

Dealer Order No.: TYPE OF SALE:
B16, B17, B18, B19, B20, B21, B22, B23, B24, B25, B26, B27, B28, B29, B30, B31, B32, B33, B34, B35, B36, B37, B38, B39, B40, B41, B42, EW230724-00007
 SH LEASE TIME SALE

PURCHASER TYPE: MARKET USE CODE:
3 State/Province 49 Highways & Streets

Add Purchaser to Mailing List (Check One or More)
 Construction CCE Utility Forestry Government

PURCHASER IS: Purchaser Acct.:
 Business Individual

SOCIAL SECURITY IRS TAX ID NO EIN
 NO. :

EXTENDED WARRANTY IS: Accept Decline LOCATION OF FIRST WORKING USE : Use State/Province COUNTY CODE
 (Initials) Use County **MERRIMACK** NH 13

Ultimate Uptime Package Purchase: Yes No (Initials)

QTY	NEW	USED	RENT	U	EQUIPMENT (Model, Size, Description)	Hours of Use	PIN or Serial Number	Delivered Cash Price
1				x	B16 2019 JOHN DEERE 310SL BACKHOE LOADER Stock # B16 0	0	1T0310SLCKF350361	\$ 63,206 12
1				x	B17 2019 JOHN DEERE 310SL BACKHOE LOADER Stock # B17 0	0	1T0310SLEKF348424	\$ 63,206 12
1				x	B18 2019 JOHN DEERE 310SL BACKHOE LOADER Stock # B18 0	0	1T0310SLAKF347091	\$ 63,206 12
1				x	B19 2019 JOHN DEERE 310SL BACKHOE LOADER Stock # B19 0	0	1T0310SLPKF348072	\$ 63,206 12
1				x	B20 2019 JOHN DEERE 310SL BACKHOE LOADER Stock # B20 0	0	1T0310SLPKF350372	\$ 63,206 12
1				x	B21 2019 JOHN DEERE 310SL BACKHOE LOADER Stock # B21 0	0	1T0310SLAKF348466	\$ 63,206 12
1				x	B22 2019 JOHN DEERE 310SL BACKHOE LOADER Stock # B22 0	0	1T0310SLJKF350343	\$ 63,206 12
1				x	B23 2019 JOHN DEERE 310SL BACKHOE LOADER Stock # B23 0	0	1T0310SLJKF347071	\$ 63,206 12
1				x	B24 2019 JOHN DEERE 310SL BACKHOE LOADER Stock # B24 0	0	1T0310SLCKF348433	\$ 63,206 12
1				x	B25 2019 JOHN DEERE 310SL BACKHOE LOADER Stock # B25 0	0	1T0310SLAKF350346	\$ 63,206 12
1				x	B26 2019 JOHN DEERE 310SL BACKHOE LOADER Stock # B26 0	0	1T0310SLVKF348420	\$ 63,206 12
1				x	B27 2019 JOHN DEERE 310SL BACKHOE LOADER Stock # B27 0	0	1T0310SLLKF351224	\$ 63,206 12
1				x	B28 2019 JOHN DEERE 310SL BACKHOE LOADER Stock # B28 0	0	1T0310SLAKF350010	\$ 63,206 12
1				x	B29 2019 JOHN DEERE 310SL BACKHOE LOADER Stock # B29 0	0	1T0310SLLKF350350	\$ 63,206 12
1				x	B30 2019 JOHN DEERE 310SL BACKHOE LOADER Stock # B30 0	0	1T0310SLHFK348079	\$ 63,206 12
1				x	B31 2019 JOHN DEERE 310SL BACKHOE LOADER Stock # B31 0	0	1T0310SLVKF348787	\$ 63,206 12
1				x	B32 2019 JOHN DEERE 310SL BACKHOE LOADER Stock # B32 0	0	1T0310SLKKF349983	\$ 63,206 12
1				x	B33 2019 JOHN DEERE 310SL BACKHOE LOADER Stock # B33 0	0	1T0310SLCKF348456	\$ 63,206 12
1				x	B34 2019 JOHN DEERE 310SL BACKHOE LOADER Stock # B34 0	0	1T0310SLTKF350368	\$ 63,206 12
1				x	B35 2019 JOHN DEERE 310SL BACKHOE LOADER Stock # B35 0	0	1T0310SLKKF348414	\$ 63,206 12
1				x	B36 2019 JOHN DEERE 310SL BACKHOE LOADER Stock # B36 0	0	1T0310SLCKF348778	\$ 63,206 12
1				x	B37 2019 JOHN DEERE 310SL BACKHOE LOADER Stock # B37 0	0	1T0310SLEKF348410	\$ 63,206 12
1				x	B38 2019 JOHN DEERE 310SL BACKHOE LOADER Stock # B38 0	0	1T0310SLVKF351205	\$ 63,206 12
1				x	B39 2019 JOHN DEERE 310SL BACKHOE LOADER Stock # B39 0	0	1T0310SLLKF348470	\$ 63,206 12
1				x	B40 2019 JOHN DEERE 310SL BACKHOE LOADER Stock # B40 0	0	1T0310SLPKF349979	\$ 63,206 12
1				x	B41 2019 JOHN DEERE 310SL BACKHOE LOADER Stock # B41 0	0	1T0310SLCKF351230	\$ 63,206 12
1				x	B42 2019 JOHN DEERE 310SL BACKHOE LOADER Stock # B42 0	0	1T0310SLHFK349989	\$ 63,206 12
1	x				EPG EXTENDED PT&H WARRANTY 60 MONTHS/4000	0		\$ 266,490 00
					ADDITIONAL HOURS \$9870/MACHINE			

(1) TOTAL CASH PRICE	\$ 1,973,055	24
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QTY	TRADE-IN (Model, Size, Description)	Hours of Use	PIN or Serial Number	AMOUNT
COMMENTS:				
JDF LEASE CONTRACT 030-0062831-004 (27 UNITS)				
MATURITY DATE OF 5/21/2024				
United Construction & Forestry will continue to honor the existing Preventative Maintenance service agreement to the 6,500-hour limit for each unit purchased by NHDOT as a component of the current five-year lease agreement. The previous five-year limitation is being lifted, while the hour limit remains.				
The EPG Extended Warranty policy is predicated on the requirement that each unit will have less than 4,000 hours on date of sale. NHDOT and United Construction will monitor levels of usage and NHDOT will reassign units as necessary to ensure the 4,000-hour limit is not exceeded prior to date of sale.				
The current hours for each unit will be documented by JDLink report at an agreed upon date and verified in the field by NHDOT staff for use in generating the extended warrantee agreements for each unit. EPG EXTENDED PT&H WARRANTY is 60 MONTHS or 4000 ADDITIONAL HOURS, whichever occurs first.				
			(2) TOTAL TRADE-IN ALLOWANCE	\$ 0 00
			(3) TOTAL TRADE-IN PAY-OFF	\$ 0 00
			(4) BALANCE	\$ 1,973,055 24
			(5) Filing / Origination Fees	\$ 0 00
			(6) EST. SERVICE AGREEMENT TAXES	\$ 0 00
			(7) SUBTOTAL	\$ 1,973,055 24
			(8) RENTAL APPLIED	\$ 0 00
			(9) CASH WITH ORDER	\$ 0 00
			(10) BALANCE DUE (7-(8 & 9))	\$ 1,973,055 24

ACKNOWLEDGMENTS: 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 product(s), 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 or otherwise satisfy the Balance Due (line 9) shown hereon in cash, or to execute a Retail Installment Contract, Rental Purchase Option Contract, Lease Agreement or other security agreement for the Balance Due for the Equipment, plus additional charges shown thereon, on or before delivery of the Equipment ordered herein. Despite delivery of the Equipment to the Purchaser, title to the Equipment shall not pass to the Purchaser until the Balance Due is paid or is otherwise satisfied in full for Equipment purchases. For Equipment leases and rentals, title to the Equipment shall not pass to the Purchaser. The Purchaser and the Dealer agree that this Purchase Agreement is not a security agreement and that delivery of the Equipment to the Purchaser pursuant to this Purchase Agreement 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 transaction are limited as set forth in this Purchase Agreement.

The Purchaser(s) and the Dealer acknowledge that while this document is defined herein as a "Purchase Agreement", it serves as both a purchase agreement for the Equipment and/or a commitment to lease the Equipment. In addition, the defined term "Purchaser" extends to and includes both a purchaser of the Equipment and/or a lessee of the Equipment. Furthermore, this Purchase Agreement is deemed to constitute a "Purchase Order" or a "Customer Purchase Order for John Deere Construction, Utility and Forestry Products and Compact Construction Equipment" for the purposes of any other John Deere documents, including, without limitation, any dealer terms schedules.

USE OF INFORMATION/PRIVACY NOTICE (U.S.):
 I understand that John Deere Construction & Forestry Company and its affiliates ("John Deere") and Dealer collect information, including my personal information and machine data to provide warranty, customer service, product and customer support, marketing and promotional information about Dealer, John Deere and their equipment, products and services and to support other business processes and purposes. See the John Deere Privacy Statement (<https://www.deere.com/en/privacy-and-data/privacy-statements/>) for additional information on the types of personal information and machine data John Deere collects, how it is collected, used and disclosed. See Dealer directly for information about its privacy policy.

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 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, utility, forestry and compact construction products is set forth in a separate document the Dealer will provide to the Purchaser. 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 TRANSACTION ARE LIMITED AS INDICATED IN THE STANDARD WARRANTY AND PURCHASE AGREEMENT. WHERE PERMITTED BY LAW, NO IMPLIED WARRANTY OF MERCHANTABILITY, CONDITIONS OR FITNESS IS MADE.

TELEMATICS:
 Orders of telematic devices include only the hardware. Where available, telematics software, including JDLink™ connectivity service, may be enabled from your local John Deere Operations Center or JDLink website. Please see your authorized John Deere dealer for assistance.

The undersigned purchaser(s) (the "Purchaser") hereby orders the product(s) (the "Product") described above from the Dealer. The Dealer shall not be liable for failure to provide the Product or for any delay in delivery if such failure or delay is due to the Dealer's inability to obtain such Product 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 Product 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 Product 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)	NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION	Signature _____	Date _____
Purchaser (Second Signer)			
Dealer Representative	United Construction & Forestry		



JOHN DEERE

Customer Purchase Agreement/Commitment to Lease for

John Deere Construction, Utility and Forestry
Products and Compact Construction Equipment - US

PA#

09809873

PA Revision#

Original

Customer Name: NEW HAMPSHIRE DEPARTME

Quote ID: 29426751

Signature _____

Date ("Purchase Agreement") _____

Signature _____

Date _____



Customer Purchase Agreement/Commitment to Lease for
 John Deere Construction, Utility and Forestry
 Products and Compact Construction Equipment - US
 ("Purchase Agreement")

PA# 09809873
 PA Revision# Original

Quote ID: 29426751

Customer Name: NEW HAMPSHIRE DEPARTME

Salesperson	ALFONSI (BELOIN),LARISSA	Signature	Date
DELIVERY ACKNOWLEDGEMENT	Delivered with Operator's Manual On:	Purchaser Signature	
	<input type="text"/>		

- C&FWarranty
- Hitachi Warranty
- Timberjack Warranty

Show Details



PURCHASER NAME AND ADDRESS (First Signer)

NAME(First, Middle, Last)
NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION

STREET or RR
PO BOX 483

CITY STATE ZIP CODE COUNTY
CONCORD NH 03302 Merrimack

PHONE NUMBER EMAIL ADDRESS
603-271-1484 HIGHWAYMAINTENANCE@DOT.NH.GOV

REWARDS #

PURCHASER NAME AND ADDRESS (Second Signer)

NAME(First, Middle, Last)

STREET or RR

CITY STATE ZIP CODE COUNTY

PHONE NUMBER EMAIL ADDRESS

REWARDS #

DEALER NAME AND ADDRESS

DEALER NAME Dealer Account No. :
United Construction & Forestry 176364

STREET or RR
98 Sheep Davis Road

CITY STATE ZIP CODE Phone Number
Pembroke NH 03275 603-225-2769

Date Of Order:
Aug 15, 2023

Dealer Order No.: TYPE OF SALE:
CASH LEASE TIME SALE

B43, B44, B45, B46, B47, B48, B49, B50, B51, B52, B53, B54, B55, B56, B57, B58, B59, B60, B61, B62, B63, B64, B65, B66, EW230724-00007

PURCHASER TYPE: MARKET USE CODE:
3 State/Province 49 Highways & Streets

Add Purchaser to Mailing List (Check One or More)
 Construction CCE Utility Forestry Government

PURCHASER IS: Purchaser Acct.:
 Business Individual

SOCIAL SECURITY IRS TAX ID NO EIN

NO. :

EXTENDED WARRANTY IS: Accept Decline

LOCATION OF FIRST WORKING USE : Use State/Province COUNTY CODE
NH MERRIMACK 13

Ultimate Uptime Package Purchase: Yes No

QTY	W	N	D	T	D	EQUIPMENT (Model, Size, Description)	Hours of Use	PIN or Serial Number	Delivered Cash Price
1					x	B43 2019 JOHN DEERE 310SL BACKHOE LOADER Stock # B43	0	1T0310SLEKF351209	\$ 63,206 14
1					x	B44 2019 JOHN DEERE 310SL BACKHOE LOADER Stock # B44	0	1T0310SLVKF350426	\$ 63,206 14
1					x	B45 2019 JOHN DEERE 310SL BACKHOE LOADER Stock # B45	0	1T0310SLKKF351216	\$ 63,206 14
1					x	B46 2019 JOHN DEERE 310SL BACKHOE LOADER Stock # B46	0	1T0310SLCKF351213	\$ 63,206 14
1					x	B47 2019 JOHN DEERE 310SL BACKHOE LOADER Stock # B47	0	1T0310SLVKF351964	\$ 63,206 14
1					x	B48 2019 JOHN DEERE 310SL BACKHOE LOADER Stock # B48	0	1T0310SLVKF352063	\$ 63,206 14
1					x	B49 2019 JOHN DEERE 310SL BACKHOE LOADER Stock # B49	0	1T0310SLKKF350390	\$ 63,206 14
1					x	B50 2019 JOHN DEERE 310SL BACKHOE LOADER Stock # B50	0	1T0310SLHKF351497	\$ 63,206 14
1					x	B51 2019 JOHN DEERE 310SL BACKHOE LOADER Stock # B51	0	1T0310SLLKF351725	\$ 63,206 14
1					x	B52 2019 JOHN DEERE 310SL BACKHOE LOADER Stock # B52	0	1T0310SLCKF351218	\$ 63,206 14
1					x	B53 2019 JOHN DEERE 310SL BACKHOE LOADER Stock # B53	0	1T0310SLPKF351506	\$ 63,206 14
1					x	B54 2019 JOHN DEERE 310SL BACKHOE LOADER Stock # B54	0	1T0310SLPKF351487	\$ 63,206 14
1					x	B55 2019 JOHN DEERE 310SL BACKHOE LOADER Stock # B55	0	1T0310SLAKF352047	\$ 63,206 14
1					x	B56 2019 JOHN DEERE 310SL BACKHOE LOADER Stock # B56	0	1T0310SLTKF352041	\$ 63,206 14
1					x	B57 2019 JOHN DEERE 310SL BACKHOE LOADER Stock # B57	0	1T0310SLPKF351716	\$ 63,206 14
1					x	B58 2019 JOHN DEERE 310SL BACKHOE LOADER Stock # B58	0	1T0310SLVKF351222	\$ 63,206 14
1					x	B59 2019 JOHN DEERE 310SL BACKHOE LOADER Stock # B59	0	1T0310SLCKF351834	\$ 63,206 14
1					x	B60 2019 JOHN DEERE 310SL BACKHOE LOADER Stock # B60	0	1T0310SLTKF352055	\$ 63,206 14
1					x	B61 2019 JOHN DEERE 310SL BACKHOE LOADER Stock # B61	0	1T0310SLHKF351953	\$ 63,206 14
1					x	B62 2019 JOHN DEERE 310SL BACKHOE LOADER Stock # B62	0	1T0310SLJKF351959	\$ 63,206 14
1					x	B63 2019 JOHN DEERE 310SL BACKHOE LOADER Stock # B63	0	1T0310SLPKF349996	\$ 63,206 14
1					x	B64 2019 JOHN DEERE 310SL BACKHOE LOADER Stock # B64	0	1T0310SLAKF352050	\$ 63,206 14
1					x	B65 2019 JOHN DEERE 310SL BACKHOE LOADER Stock # B65	0	1T0310SLCKF351227	\$ 63,206 14
1					x	B66 2019 JOHN DEERE 310SL BACKHOE LOADER Stock # B66	0	1T0310SLCKF352059	\$ 63,206 14
1	x					EPG EXTENDED PT&H WARRANTY 60 MONTHS/4000 ADDITIONAL HOURS \$9870/MACHINE	0		\$ 236,880 00
(1) TOTAL CASH PRICE									\$ 1,753,827 36

Quote ID: 29427326

QTY	TRADE-IN (Model, Size, Description)	Hours of Use	PIN or Serial Number	AMOUNT
COMMENTS:			(2) TOTAL TRADE-IN ALLOWANCE	\$ 0 00
JDF LEASE CONTRACT 030-0062831-005 (24 UNITS)			(3) TOTAL TRADE-IN PAY-OFF	\$ 0 00
MATURITY DATE OF 6/21/2024			(4) BALANCE	\$ 1,753,827 36
United Construction & Forestry will continue to honor the existing Preventative Maintenance service agreement to the 6,500-hour limit for each unit purchased by NHDOT as a component of the current five-year lease agreement. The previous five-year limitation is being lifted, while the hour limit remains.			(5) Filing / Origination Fees	\$ 0 00
The EPG Extended Warranty policy is predicated on the requirement that each unit will have less than 4,000 hours on date of sale. NHDOT and United Construction will monitor levels of usage and NHDOT will reassign units as necessary to ensure the 4,000-hour limit is not exceeded prior to date of sale.			(6) EST. SERVICE AGREEMENT TAXES	\$ 0 00
The current hours for each unit will be documented by JDLink report at an agreed upon date and verified in the field by NHDOT staff for use in generating the extended warrantee agreements for each unit. EPG EXTENDED PT&H WARRANTY is 60 MONTHS or 4000 ADDITIONAL HOURS, whichever occurs first.			(7) SUBTOTAL	\$ 1,753,827 36
			(8) RENTAL APPLIED	\$ 0 00
			(9) CASH WITH ORDER	\$ 0 00
			(10) BALANCE DUE (7-(8 & 9))	\$ 1,753,827 36

ACKNOWLEDGMENTS: 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 product(s), 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 or otherwise satisfy the Balance Due (line 9) shown hereon in cash, or to execute a Retail Installment Contract, Rental Purchase Option Contract, Lease Agreement or other security agreement for the Balance Due for the Equipment, plus additional charges shown thereon, on or before delivery of the Equipment ordered herein. Despite delivery of the Equipment to the Purchaser, title to the Equipment shall not pass to the Purchaser until the Balance Due is paid or is otherwise satisfied in full for Equipment purchases. For Equipment leases and rentals, title to the Equipment shall not pass to the Purchaser. The Purchaser and the Dealer agree that this Purchase Agreement is not a security agreement and that delivery of the Equipment to the Purchaser pursuant to this Purchase Agreement 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 transaction are limited as set forth in this Purchase Agreement.

The Purchaser(s) and the Dealer acknowledge that while this document is defined herein as a "Purchase Agreement", it serves as both a purchase agreement for the Equipment and/or a commitment to lease the Equipment. In addition, the defined term "Purchaser" extends to and includes both a purchaser of the Equipment and/or a lessee of the Equipment. Furthermore, this Purchase Agreement is deemed to constitute a "Purchase Order" or a "Customer Purchase Order for John Deere Construction, Utility and Forestry Products and Compact Construction Equipment" for the purposes of any other John Deere documents, including, without limitation, any dealer terms schedules.

USE OF INFORMATION/PRIVACY NOTICE (U.S.):
 I understand that John Deere Construction & Forestry Company and its affiliates ("John Deere") and Dealer collect information, including my personal information and machine data to provide warranty, customer service, product and customer support, marketing and promotional information about Dealer, John Deere and their equipment, products and services and to support other business processes and purposes. See the John Deere Privacy Statement (<https://www.deere.com/en/privacy-and-data/privacy-statements/>) for additional information on the types of personal information and machine data John Deere collects, how it is collected, used and disclosed. See Dealer directly for information about its privacy policy.

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 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, utility, forestry and compact construction products is set forth in a separate document the Dealer will provide to the Purchaser. 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 TRANSACTION ARE LIMITED AS INDICATED IN THE STANDARD WARRANTY AND PURCHASE AGREEMENT. WHERE PERMITTED BY LAW, NO IMPLIED WARRANTY OF MERCHANTABILITY, CONDITIONS OR FITNESS IS MADE.

TELEMATICS:
 Orders of telematic devices include only the hardware. Where available, telematics software, including JDLink™ connectivity service, may be enabled from your local John Deere Operations Center or JDLink website. Please see your authorized John Deere dealer for assistance.

The undersigned purchaser(s) (the "Purchaser") hereby orders the product(s) (the "Product") described above from the Dealer. The Dealer shall not be liable for failure to provide the Product or for any delay in delivery if such failure or delay is due to the Dealer's inability to obtain such Product 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 Product 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 Product 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)	NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION	Signature	Date
Purchaser (Second Signer)		Signature	Date
Dealer Representative	United Construction & Forestry	Signature	Date
Salesperson	ALFONSI (BELOIN), LARISSA	Signature	Date



Customer Purchase Agreement/Commitment to Lease for
 John Deere Construction, Utility and Forestry
 Products and Compact Construction Equipment - US
 ("Purchase Agreement")

PA# 09869890
 PA Revision# Original
 Customer Name: NEW HAMPSHIRE DEPARTME

Quote ID: 29427326

DELIVERY ACKNOWLEDGEMENT	Delivered with Operator's Manual On:	Purchaser Signature
	<input type="checkbox"/>	

- C&FWarranty
- Hitachi Warranty
- Timberjack Warranty

Show Details

NHDOT Loader Backhoe Purchase 1/4/2024

Model	Serial	Current hours 12-22-2024	Completed Services	Last Service	Comment	
310SL	1T0310SLTKF347115	1944	500/1000/1500	1500	2000 hr required	March Purchase Batch
310SL	1T0310SLLLKF346430	2274	500/1000/1500/2000	2000		March Purchase Batch
310SL	1T0310SLLLKF347075	1422	500/1000	1000	1500 hr required	March Purchase Batch
310SL	1T0310SLTKF347079	2160	500/1000/1500/2000	2000		March Purchase Batch
310SL	1T0310SLTKF347227	1508	500/1000	1000	1500 hr required	March Purchase Batch
310SL	1T0310SLPKF347603	1442	500/1000	1000	1500 hr required	March Purchase Batch
310SL	1T0310SLPKF347083	3183	500/1000/1500/2000/2500	3000		March Purchase Batch
310SL	1T0310SLLLKF347691	3045	500/1000/1500/2000/2500	3000		March Purchase Batch
310SL	1T0310SLVKF347087	2472	500/1000/2000	2000	2500 hr required	March Purchase Batch
310SL	1T0310SLLLKF347111	2103	500/1000/1500	1500	2000 hr required	March Purchase Batch
310SL	1T0310SLVKF347106	1584	500/1000	1000	1500 hr required	March Purchase Batch
310SL	1T0310SLAKF348399	1502	500/1000	1000	1500 hr required	March Purchase Batch
310SL	1T0310SLPKF347102	1759	500/1000/1500	1500		March Purchase Batch
310SL	1T0310SLTKF346420	2466	500/1000/1500/2000	2500	2500 hr required	March Purchase Batch
310SL	1T0310SLEKF348391	1013	500	500	1000 hr required	March Purchase Batch
310SL	1T0310SLCKF350361	815	500	500		May Purchase Batch
310SL	1T0310SLEKF348424	3065	500/1000/1500/2000/2500	2500	3000 hr required	May Purchase Batch
310SL	1T0310SLAKF347091	2660	500/1000/1500/2000/2500	2500		May Purchase Batch
3	1T0310SLPKF348072	2095	500/1000/1500	1500	2000 hr required	May Purchase Batch
310SL	1T0310SLPKF350372	1611	500/1000/1500	1500		May Purchase Batch
310SL	1T0310SLAKF348466	2376	500/1000/2000	2000		May Purchase Batch
310SL	1T0310SLJKF350343	2075	500/1000/1500/2000	2000		May Purchase Batch
310SL	1T0310SLJKF347071	1193	500/1000	1000		May Purchase Batch
310SL	1T0310SLCKF348433	1707	500/1000/1500	1500		May Purchase Batch
310SL	1T0310SLAKF350346	1563	500/1000	1000	1500 hr required	May Purchase Batch
310SL	1T0310SLVKF348420	942	500	500	1000 hr required	May Purchase Batch
310SL	1T0310SLLLKF351224	1553	500	500	1500 hr required	May Purchase Batch
310SL	1T0310SLAKF350010	1463	500/1000	1000	1500 hr required	May Purchase Batch
310SL	1T0310SLLLKF350350	1077	1000	1000		May Purchase Batch
310SL	1T0310SLHKF348079	3150	500/1000/1500/2000/2500	2500	3000 hr required	May Purchase Batch
310SL	1T0310SLVKF348787	1438	500/1000	1000	1500 hr required	May Purchase Batch
310SL	1T0310SLKKF349983	1181	500/1000	1000		May Purchase Batch
310SL	1T0310SLCKF348456	1172	500/1000	1000		May Purchase Batch
310SL	1T0310SLTKF350368	1362	500	500	1000 hr required	May Purchase Batch
310SL	1T0310SLKKF348414	1817	500/1000/1500	1500		May Purchase Batch
310SL	1T0310SLCKF348778	2681	500/1000/1500/2000/2500	2500		May Purchase Batch
310SL	1T0310SLEKF348410	1225	500/1000	1000		May Purchase Batch
310SL	1T0310SLVKF351205	1542	500/1000	1000	1500 hr required	May Purchase Batch
310SL	1T0310SLLLKF348470	31	5000			May Purchase Batch
310SL	1T0310SLPKF349979	1352	500/1000	1000		May Purchase Batch
310SL	1T0310SLCKF351230	1065	500/1000	1000		May Purchase Batch
310SL	1T0310SLHKF349989	1341	500/1000	1000		May Purchase Batch

310SL	1T0310SLEKF351209	1248	500/1000	1000		June Purchase Batch
310SL	1T0310SLVKF350426	2052	500/1000/1500/2000	2500		June Purchase Batch
310SL	1T0310SLKKF351216	1184	500	1500		June Purchase Batch
310SL	1T0310SLCKF351213	1373	500/1000	1500		June Purchase Batch
310SL	1T0310SLVKF351964	927	500	1000	1000 hr required	June Purchase Batch
310SL	1T0310SLVKF352063	675	500	1000		June Purchase Batch
310SL	1T0310SLKKF350390	1333	500/1000	1500		June Purchase Batch
310SL	1T0310SLHKF351497	1103	500/1000	1500		June Purchase Batch
310SL	1T0310SLLKf351725	1063	500/1000	1500		June Purchase Batch
310SL	1T0310SLCKF351218	1304	500/1000	1000		June Purchase Batch
310SL	1T0310SLPKF351506	1169	500/1000	1000		June Purchase Batch
310SL	1T0310SLPKF351487	1167	500/1000/1500	1500		June Purchase Batch
310SL	1T0310SLAKF352047	2010	500/1000/1500	1500	2000 hr required	June Purchase Batch
310SL	1T0310SLTKF352041	2227	500/1000/1500/2000	2000		June Purchase Batch
310SL	1T0310SLPKF351716	1535	500/1000/1500	1500		June Purchase Batch
310SL	1T0310SLVKF351222	1665	500/1000/1500	1500		June Purchase Batch
310SL	1T0310SLCKF351834	1710	500/1000/1500	1500		June Purchase Batch
310SL	1T0310SLTKF352055	1085	500/1000	1000		June Purchase Batch
310SL	1T0310SLHKF351953	1307	500	1000	1000 hr required	June Purchase Batch
310SL	1T0310SLJKF351959	1659	500/1000/1500	1500		June Purchase Batch
310SL	1T0310SLPKF349996	1103	500/1000	1500		June Purchase Batch
310SL	1T0310SLAKF352050	1622	500/1000/1500	1500		June Purchase Batch
310SL	1T0310SLCKF351227	1271	500/1000	1000		June Purchase Batch
310SL	1T0310SLCKF352059	2229	500/1000/1500/2000	2500		June Purchase Batch

EXHIBIT B
SCOPE OF SERVICES

The scope of services includes: 1) purchase of 66 John Deere 2019 310 SL loader backhoes that are currently being leased from United Construction and Forestry, LLC, formerly Nortrax, of Pembroke, NH, upon lease maturity, 2) preventive maintenance service up to 6,500 hours on each loader backhoe at no additional cost to NHDOT, and 3) a third-party extended warranty for 4,000 additional hours [or five years from the date of purchase. The current loader backhoe lease program was approved by NH Governor and Council on October 31, 2018, item #43A. The preventive maintenance agreement, which the vendor performs on-site, includes regular upkeep and scheduled maintenance for all loader backhoes, including parts, materials, labor and travel expenses. The extended 5-year warranty covers all major powertrain components and hydraulics coverage. Details of the loader backhoe equipment specifications, preventive maintenance program, and extended warranty coverage are provided in the following sections.

Loader Backhoe Equipment Specifications

Engine

- Four cylinder, turbocharged, isolation mounted diesel engine
- Engine shall be certified to EPA Final Tier 4/EU Stage IV
- Engine displacement shall be no less than 4.0L
- Engine net peak power (ISO9249) shall be no less than 95hp
- Daily check points shall be accessible from the same side of the engine and shall be done from ground level or electronically from cab
- Engine shall have a serpentine belt with automatic belt tensioner reducing required maintenance
- Under-hood engine air cleaner shall be dry type, dual element with evacuator valve, restriction sensor and in-cab restriction warning light
- The backhoe shall have a tilt hood for easy engine access
- The backhoe shall have a curved-end exhaust stack
- Engine shall have no more than 30micron rated primary fuel filter with water separator
- Engine Block Heater

Cooling

- Engine coolant shall be rated to -40°F (-40°C)
- The backhoe shall be equipped with an oil-to-water engine oil cooler
- Unit shall have a coolant recovery tank provided
- Unit shall have a variable rate suction-type fan with fan-guard
- The AC condenser will be swing-out for fast radiator clean-out. Remote mounted transmission and hydraulic coolers will offer better air exchange and fewer stacked cores
- The hydraulic and transmission circuits will be water cooled for fast winter warm-up for increased productivity

Power Train

- The transmission shall be power shift with torque converter with minimum transport speed of 24mph; clutch-free; fully synchronized minimum five forward, and three reverse speeds
- Machine shall have auto-shift software installed for increased over road efficiency
- The sealed axle, with no breather, will be mechanical front-wheel-drive with traction control, limited-slip differential with electric on/off control
- Drive train will engage MFWD when brakes are applied for four wheel braking
- The axle will be sealed to protect against contamination
- The driveshaft will be painted for protection, and will have an optional, factory installed, full guard
- The clutch engaged MFWD can be engaged on the fly during operation

- The transmission shall be isolation mounted to the mainframe to minimize shock load stress
- The rear axle shall be 100% hydraulically locking
- The single electric FNR level will have gear selection fully integrated in the lever
- Transmission oil cooler shall be provided as standard equipment
- The backhoe shall have hydrostatic power steering with emergency manual mode
- The machine will have a dial throttle that will allow the operator to road the machine on cruise control. Upon engagement of the brake pedal, the engine rpm's return to idle
- The final drives shall be heavy-duty outboard planetary gears sealed in cooling oil bath for long-life and trouble free service
- The front axle shall have remote grease bank for front axle for easy access
- The rear axle bearings shall be self-lubricating and shall not need to be greased
- The service brakes shall be inboard, wet-multiple disk, self-adjusting and self-equalizing and hydraulically actuated for a long and trouble-free life, sealed from water, mud and dust contamination
- The parking brake shall be independent of service brakes, spring applied, hydraulically released, wet multi-disk, and sealed from water, mud and dust contamination

Hydraulic System

- Hydraulic cooler will have an independent reservoir for continuous running of attachments at high ambient outside air temperatures
- The hydraulic fittings shall have "O" Ring face seal connectors to secure a tight, leak-free seal
- Machine shall be equipped with Auto-Idle to lower rpm when hydraulics are not active to conserve a fuel and reduce noise levels
- Machine shall be equipped with Economy Mod that can be activated in the monitor, to provide the maximum productivity at the maximum fuel efficiency in 1st & 2nd gears
- The hydraulic filter shall be no more than 6 micron and will be vertically mounted, spin on design for ease of installation and leak-free replacement
- An automatic bucket return-to-dig control will be standard
- Hydraulic pump shall be 36gpm minimum

Electrical

- The backhoe shall have a 12 volt system with 150 amp alternator
- Single battery shall be included, 12 volt, 880 minimum cold cranking amps
- The machine shall have blade type, multi-fused circuits
- Cab will be pre-wired for LED beacon and radio-ready
- Unit shall be equipped with 10 LED driving/working lights, (4 front driving/working; 4 rear; 2 side docking lights) the front lights shall be adjustable and the bulbs shall be no less than 32,500 candlepower each
- Unit shall be equipped with two front and two rear turn signal/flashing and two rear stop and tail lights and two rear reflectors
- Unit shall be equipped with a Telematics system that can provide fleet management, logistics and remote diagnostics capabilities, at no cost for the entire term of the lease.
- Two (2) - 360° view LED strobe lights w/ interior switch

Operator Station

- Unit shall be equipped with isolation mounted modular design ROPS/FOPS canopy and molded roof
- Access to the cab shall be from the right and left side with protected, wide, rigid, slip-resistant steps and ergonomically located hand-holds
- 3in retractable seat belt shall be provided

- Coat hook, built in beverage holder, operator manual storage compartment, interior rearview mirror and two 12 volt outlets shall be provided
- Unit shall be equipped with illuminated electronic gauges with audible warning for: engine coolant temperature, oil temperature and fuel level
- The monitor system shall have audible and visual warning: engine air restriction, low alternator voltage, engine oil pressure and temperature, hydraulic filter restriction, parking brake on/off, and low brake pressure. The seat belt will have a digital warning
- The keyless or key operated start will have an electric fuel shut-off and ability to have auto-shutdown setup in monitor
- The monitor will have a multi-language (including English) digital monitor for diagnostics (including diagnostic messages and fault code readings), calibrations and machine information
- Unit will have a machine security electronic protection system provided through the monitor or sealed switch module
- Unit will have a sealed switch module for easy location of controls on the right hand console and increased durability
- Unit shall have a digital display for: engine rpm, engine hours, system voltage, and hydraulic oil temperature
- Machine shall have factory installed cab with factory installed air conditioning, heat and defroster, safety glass.
- Machine shall have an AM/FM radio
- Machine shall have an air ride fully adjustable air ride seat factory installed. 180° rotation for both forward and rear operation, with cloth covering.
- A 5 lb fire extinguisher mounted in the cab area.

General Specifications

- Vandal protection for engine hood, toolbox, hydraulic reservoir, and fuel filler shall be lockable
- The tilt hood shall have two service positions for easy operation
- An easy to read periodic maintenance and grease chart shall be posted at eye level prominently displayed on the frame
- Fuel tank capacity shall be no less than 35 gallons and shall be accessible from the ground
- Operating weight with typical equipment (1.25yd³ loader bucket and 24in x 7.1ft³ backhoe bucket) shall be approximately 17,100lbs , not to exceed 24,500lbs. Excessive weight causes undue wear on transport and towing vehicles and can cause problems in soft ground environments
- Tires shall be XMCL Radials, minimum 18" rim size on front, 24" on rear.

Frames and Structures

- The mainframe shall be a one-piece unitized construction for maximum strength
- Unit shall have four built-in vehicle tie-downs, two in front and two in rear for safe transport between jobs
- The side plate thickness on the loader boom, backhoe boom and mainframe shall be 4.5mm or greater
- Machine shall be equipped with an exterior mounted, ground level accessed and lockable storage compartment
- Machine shall have minimum 1,000 lbs front counterweight for stable operation of rear attachments including thumb and/or tilting grade bucket
- Optional, replaceable, bolt-on rubber bumpers will be available to protect the grille frame for severe loading applications

Backhoe

- The backhoe with extendible dipper stick digging depth shall be at least 17ft 6in
- The lift capacity at 12 feet with extendible dipper stick retracted shall be no less than 2,500 lbs.
- The lift capacity at 12 feet with extendible dipper stick extended shall be no less than 1,950 lbs.

- The swing lock pin shall be stored in the operator's station if equipped
- The stabilizer valve will be two directional, anti-drift
- The stabilizer shall have reversible pads, one side rubber pads, the other steel
- Extendible dipper stick shall extend no less than 3ft 6in
- The backhoe boom design shall be a power curve for loading into the center of the truck bed
- The backhoe boom shall be an hourglass shape to ensure maximum strength and optimized visibility to the work tool
- Digging force with extendible backhoe, bucket cylinder shall be at least 14,000lbs (Heavy Duty Cylinder)
- The backhoe shall be equipped with a rubber bumper/linkage style boom locks to keep the backhoe from vibrating on the swing frame
- Unit shall be equipped with Pilot Operated backhoe controls with electronic switch in cab to switch between SAE and ISO backhoe patterns
- The swing casting shall have dual yokes: on top and on the bottom
- Manufacturer installed 6 minimum function backhoe valve w/ flow adjustable single function hydraulics for hammer or compactor operation, adjustable, and two function hydraulic line for operation of thumb or tilting grade bucket
- Machine to have electronic diverter valve (cab switch operated) to switch between thumb operation and tilting grade bucket operation
- Manufacturer built and factory installed manual multi-brand "pin grabber" style coupler compatible with CAT D and E, case K-L-M, and DEER SE, SG, SJ and SK series backhoe bucket
- JRB or Equivalent 42in hydraulic tilting grade bucket
- Manufacturer built and factory installed 24in x 7.1ft³ min. severe digging bucket with a place to install a clevis for a lifting point
- Manufacturer built and factory installed tined hydraulic thumb matched to 24in digging bucket and pin grabber style coupler with fittings located away from work area.

Loader

- Lift capacity with a 1.25 cubic yard minimum, bucket at full height shall be at least 7,200lbs
- Dump clearance @43- 45° shall be no less than 8ft 6in
- Digging depth below ground, bucket level shall be no less than 3in
- Bucket breakout force shall be no less than 10,300lbs
- Single bucket tilt cylinder and bucket level indicator
- The loader shall have hydraulic self-leveling and bucket-level indicator
- The loader shall have divergent loader arms for excellent visibility to the bucket
- For truck loading, the loader arms will have a curved-knee design for loading into the center of the truck bed
- The loader control will be single-level with electric clutch disconnect
- Manufacturer built and factory installed hydraulic quick coupler capable of picking up standard JRB style attachments as well as CAT IT attachments (cab switch operated)
- Factory installed third function auxiliary hydraulics with quick couplers for operation of a multi-purpose bucket, broom or other front hydraulically powered attachment
- The loader shall have a non-removable, hinged loader boom service lock

Routine Maintenance and Overall Vehicle Support

- Machine have manufacturer supported, factory installed telematics system that provides: machine location, hours/usage, geo-fence capability for notification of movement outside of designated work area, real time/LIVE diagnostic monitoring all of engine, hydraulic and drive train components as

well as ability to update engine/drive train software remotely without need of laptop plug in to reduce ownership costs at no cost during entire term of the lease.

- Machine are supported by a United Construction and Forestry with 24 hour parts and service support located in Pembroke, NH
- Supporting dealership provides of 100% parts availability within 24 hours of order
- Supporting dealership provides a loaner machine for any machine down greater than 24 hours
- Machine shall have factory transferable 60 months or 7,000 hours Full Machine Coverage
- Machine pricing shall include all services provided by manufacturer on site during standard and extended factory coverage periods

Preventive Maintenance

Preventative Maintenance

DEALER
 United Construction &
 Forestry, LLC

MACHINE
 JOHN DEERE
 310SL

PLAN
 Plan Years
 Plan Hours

Unlimited
 6500 Hours

CUSTOMER
 STATE OF NEW HAMPSHIRE

Service Actions

500HR	At 500 Hours	Service Time: 3 hr. 4 min.	Dealer Responsible
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Service Actions	Parts	Completed
Lubricate non-powered front axle steering pivots		<input type="checkbox"/>
Lubricate stabilizer pivots and cylinder pins		<input type="checkbox"/>
Lubricate backhoe coupler mechanical jack		<input type="checkbox"/>
Take engine coolant sample	TY27787 (1)	<input type="checkbox"/>
Check coolant condition		<input type="checkbox"/>
Lubricate backhoe boom, crowd cylinders, and pivots		<input type="checkbox"/>
Lubricate backhoe bucket cylinder and pivots		<input type="checkbox"/>
Take engine oil sample	AT346594 (1)	<input type="checkbox"/>
Lubricate loader pivots		<input type="checkbox"/>
Take hydrostatic transmission oil sample	AT346594 (1)	<input type="checkbox"/>
Lubricate backhoe swing cylinder and pivots		<input type="checkbox"/>
Take diesel fuel sample	AT180344 (1)	<input type="checkbox"/>
Replace primary and final fuel filters	DZ115390 (1), DZ115391 (1)	<input type="checkbox"/>
Check rear axle oil level		<input type="checkbox"/>
Check boom-to-dipperstick pin bolt torque		<input type="checkbox"/>
Take rear axle oil sample	AT346594 (1)	<input type="checkbox"/>
Check transmission oil level		<input type="checkbox"/>
Take hydraulic system oil sample	AT346594 (1)	<input type="checkbox"/>
Drain and refill engine oil and replace filter	RE504836 (1), TY26673 (3.4 Gallons)	<input type="checkbox"/>
Lubricate front axle pivot pin(s)		<input type="checkbox"/>
Check air intake hoses and clamps		<input type="checkbox"/>
Check hydraulic/hydrostatic system oil level		<input type="checkbox"/>
Drain water and sediment from fuel tank		<input type="checkbox"/>

Preventative Maintenance

DEALER	MACHINE	PLAN	
United Construction & Forestry, LLC	JOHN DEERE 310SL	Plan Years	Unlimited
CUSTOMER		Plan Hours	6500 Hours
STATE OF NEW HAMPSHIRE			

Service Actions

1000HR	At 1000 Hours	Service Time: 5 hr, 16 min.	Dealer Responsible
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Service Actions	Parts	Completed
Lubricate backhoe coupler mechanical jack		<input type="checkbox"/>
Lubricate stabilizer pivots and cylinder pins		<input type="checkbox"/>
Replace hydraulic tank breather filter	AT101565 (1)	<input type="checkbox"/>
Check coolant condition		<input type="checkbox"/>
Lubricate backhoe bucket cylinder and pivots		<input type="checkbox"/>
Check coolant level at surge tank	TY26605 (1)	<input type="checkbox"/>
Change transmission filter(s) / element(s)	AT466863 (1 Cartridge)	<input type="checkbox"/>
Take engine oil sample	AT346594 (1)	<input type="checkbox"/>
Replace fuel tank breather	H216169 (1)	<input type="checkbox"/>
Lubricate loader pivots		<input type="checkbox"/>
Take hydrostatic transmission oil sample	AT346594 (1)	<input type="checkbox"/>
Replace primary and final fuel filters	DZ115390 (1), DZ115391 (1)	<input type="checkbox"/>
Check rear axle oil level		<input type="checkbox"/>
Replace hydraulic fan oil return filter	AT367840 (1)	<input type="checkbox"/>
Check air intake hoses and clamps		<input type="checkbox"/>
Drain water and sediment from fuel tank		<input type="checkbox"/>
Lubricate non-powered front axle steering pivots		<input type="checkbox"/>
Drain and refill hydrostatic transmission oil and replace filter	AR69444 (4 Gallons)	<input type="checkbox"/>
Take engine coolant sample	TY27787 (1)	<input type="checkbox"/>
Lubricate backhoe boom, crowd cylinders, and pivots		<input type="checkbox"/>
Lubricate backhoe swing cylinder and pivots		<input type="checkbox"/>
Take diesel fuel sample	AT180344 (1)	<input type="checkbox"/>
Check boom-to-dipperstick pin bolt torque		<input type="checkbox"/>
Take rear axle oil sample	AT346594 (1)	<input type="checkbox"/>
Drain and refill engine oil and replace filter	RE504836 (1), TY26673 (3.4 Gallons)	<input type="checkbox"/>
Take hydraulic system oil sample	AT346594 (1)	<input type="checkbox"/>
Clean, pack, and adjust non-powered front wheel bearings		<input type="checkbox"/>
Lubricate front axle pivot pin(s)		<input type="checkbox"/>

Preventative Maintenance

DEALER

United Construction &
Forestry, LLC

MACHINE

JOHN DEERE
310SL

PLAN

Plan Years
Plan Hours

Unlimited
6500 Hours

CUSTOMER

STATE OF NEW HAMPSHIRE

Service Actions

1000HR	At 1000 Hours	Service Time: 5 hr. 16 min.	Dealer Responsible
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Service Actions	Parts	Completed
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Check belt tension and belt wear

Check hydraulic/hydrostatic system oil level

Replace primary and secondary engine air filter elements AT332909 (1), AT396132 (1)

Preventative Maintenance

DEALER
United Construction &
Forestry, LLC

MACHINE
JOHN DEERE
310SL

PLAN
Plan Years
Plan Hours

Unlimited
6500 Hours

CUSTOMER
STATE OF NEW HAMPSHIRE

Service Actions

1500HR	At 1500 Hours	Service Time: 3 hr. 4 min.	Dealer Responsible
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Service Actions	Parts	Completed
Lubricate non-powered front axle steering pivots		<input type="checkbox"/>
Lubricate stabilizer pivots and cylinder pins		<input type="checkbox"/>
Lubricate backhoe coupler mechanical jack		<input type="checkbox"/>
Take engine coolant sample	TY27787 (1)	<input type="checkbox"/>
Lubricate backhoe boom, crowd cylinders, and pivots		<input type="checkbox"/>
Check coolant condition		<input type="checkbox"/>
Lubricate backhoe bucket cylinder and pivots		<input type="checkbox"/>
Take engine oil sample	AT346594 (1)	<input type="checkbox"/>
Lubricate loader pivots		<input type="checkbox"/>
Take hydrostatic transmission oil sample	AT346594 (1)	<input type="checkbox"/>
Take diesel fuel sample	AT180344 (1)	<input type="checkbox"/>
Lubricate backhoe swing cylinder and pivots		<input type="checkbox"/>
Replace primary and final fuel filters	DZ115390 (1), DZ115391 (1)	<input type="checkbox"/>
Check rear axle oil level		<input type="checkbox"/>
Check boom-to-dipperstick pin bolt torque		<input type="checkbox"/>
Take rear axle oil sample	AT346594 (1)	<input type="checkbox"/>
Check transmission oil level		<input type="checkbox"/>
Take hydraulic system oil sample	AT346594 (1)	<input type="checkbox"/>
Drain and refill engine oil and replace filter	RE504836 (1), TY26673 (3.4 Gallons)	<input type="checkbox"/>
Check air intake hoses and clamps		<input type="checkbox"/>
Lubricate front axle pivot pin(s)		<input type="checkbox"/>
Check hydraulic/hydrostatic system oil level		<input type="checkbox"/>
Drain water and sediment from fuel tank		<input type="checkbox"/>

Preventative Maintenance

DEALER
United Construction &
Forestry, LLC

MACHINE
JOHN DEERE
310SL

PLAN
Plan Years
Plan Hours

Unlimited
6500 Hours

CUSTOMER
STATE OF NEW HAMPSHIRE

Service Actions

2000HR	At 2000 Hours	Service Time: 6 hr, 34 min.	Dealer Responsible
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Service Actions	Parts	Completed
Lubricate backhoe coupler mechanical jack		<input type="checkbox"/>
Lubricate stabilizer pivots and cylinder pins		<input type="checkbox"/>
Replace hydraulic tank breather filter	AT101565 (1)	<input type="checkbox"/>
Check coolant condition		<input type="checkbox"/>
Lubricate backhoe bucket cylinder and pivots		<input type="checkbox"/>
Take engine oil sample	AT346594 (1)	<input type="checkbox"/>
Change transmission filter(s) / element(s)	AT466863 (1 Cartridge)	<input type="checkbox"/>
Check coolant level at surge tank	TY26605 (1)	<input type="checkbox"/>
Lubricate loader pivots		<input type="checkbox"/>
Replace fuel tank breather	H216169 (1)	<input type="checkbox"/>
Take hydrostatic transmission oil sample	AT346594 (1)	<input type="checkbox"/>
Replace primary and final fuel filters	DZ115390 (1), DZ115391 (1)	<input type="checkbox"/>
Replace hydraulic fan oil return filter	AT367840 (1)	<input type="checkbox"/>
Check air intake hoses and clamps		<input type="checkbox"/>
Drain water and sediment from fuel tank		<input type="checkbox"/>
Lubricate non-powered front axle steering pivots		<input type="checkbox"/>
Drain and refill hydrostatic transmission oil and replace filter	AR69444 (4 Gallons)	<input type="checkbox"/>
Take engine coolant sample	TY27787 (1)	<input type="checkbox"/>
Drain and refill rear axle and planetary housing oil	AR69444 (4.8 Gallons)	<input type="checkbox"/>
Lubricate backhoe boom, crowd cylinders, and pivots		<input type="checkbox"/>
Lubricate backhoe swing cylinder and pivots		<input type="checkbox"/>
Take diesel fuel sample	AT180344 (1)	<input type="checkbox"/>
Check boom-to-dipperstick pin bolt torque		<input type="checkbox"/>
Take rear axle oil sample	AT346594 (1)	<input type="checkbox"/>
Take hydraulic system oil sample	AT346594 (1)	<input type="checkbox"/>
Drain and refill engine oil and replace filter	RE504836 (1), TY26673 (3.4 Gallons)	<input type="checkbox"/>
Replace diesel exhaust fluid (DEF) dosing unit filter	DZ114640 (1)	<input type="checkbox"/>
Clean, pack, and adjust non-powered front wheel bearings		<input type="checkbox"/>

Preventative Maintenance

DEALER

United Construction &
Forestry, LLC

MACHINE

JOHN DEERE
310SL

PLAN

Plan Years
Plan Hours

Unlimited
6500 Hours

CUSTOMER

STATE OF NEW HAMPSHIRE

Service Actions

2000HR	At 2000 Hours	Service Time: 6 hr. 34 min.	Dealer Responsible
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Service Actions	Parts	Completed
Drain and refill hydraulic system oil	TY27367 (11.9 Gallons)	<input type="checkbox"/>
Change open crankcase vent filter	DZ105796 (1)	<input type="checkbox"/>
Lubricate front axle pivot pin(s)		<input type="checkbox"/>
Inspect and clean hydraulic tank fill screen		<input type="checkbox"/>
Check belt tension and belt wear		<input type="checkbox"/>
Replace primary and secondary engine air filter elements	AT332909 (1), AT396132 (1)	<input type="checkbox"/>

Preventative Maintenance

DEALER
 United Construction &
 Forestry, LLC

MACHINE
 JOHN DEERE
 310SL

PLAN
 Plan Years
 Plan Hours

Unlimited
 6500 Hours

CUSTOMER
 STATE OF NEW HAMPSHIRE

Service Actions

2500HR	At 2500 Hours	Service Time: 3 hr, 4 min.	Dealer Responsible
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Service Actions	Parts	Completed
Lubricate non-powered front axle steering pivots		<input type="checkbox"/>
Lubricate backhoe coupler mechanical jack		<input type="checkbox"/>
Lubricate stabilizer pivots and cylinder pins		<input type="checkbox"/>
Take engine coolant sample	TY27787 (1)	<input type="checkbox"/>
Lubricate backhoe boom, crowd cylinders, and pivots		<input type="checkbox"/>
Check coolant condition		<input type="checkbox"/>
Lubricate backhoe bucket cylinder and pivots		<input type="checkbox"/>
Take engine oil sample	AT346594 (1)	<input type="checkbox"/>
Lubricate loader pivots		<input type="checkbox"/>
Take hydrostatic transmission oil sample	AT346594 (1)	<input type="checkbox"/>
Replace primary and final fuel filters	DZ115390 (1), DZ115391 (1)	<input type="checkbox"/>
Take diesel fuel sample	AT180344 (1)	<input type="checkbox"/>
Lubricate backhoe swing cylinder and pivots		<input type="checkbox"/>
Check rear axle oil level		<input type="checkbox"/>
Check transmission oil level		<input type="checkbox"/>
Check boom-to-dipperstick pin bolt torque		<input type="checkbox"/>
Take rear axle oil sample	AT346594 (1)	<input type="checkbox"/>
Take hydraulic system oil sample	AT346594 (1)	<input type="checkbox"/>
Drain and refill engine oil and replace filter	RE504836 (1), TY26673 (3.4 Gallons)	<input type="checkbox"/>
Check air intake hoses and clamps		<input type="checkbox"/>
Lubricate front axle pivot pin(s)		<input type="checkbox"/>
Check hydraulic/hydrostatic system oil level		<input type="checkbox"/>
Drain water and sediment from fuel tank		<input type="checkbox"/>

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Forestry, LLC

MACHINE
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Plan Years
Plan Hours

Unlimited
6500 Hours

CUSTOMER
STATE OF NEW HAMPSHIRE

Service Actions

3000HR	At 3000 Hours	Service Time: 11 hr. 16 min.	Dealer Responsible
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Service Actions	Parts	Completed
Lubricate backhoe coupler mechanical jack		<input type="checkbox"/>
Lubricate stabilizer pivots and cylinder pins		<input type="checkbox"/>
Replace hydraulic tank breather filter	AT101565 (1)	<input type="checkbox"/>
Check coolant condition		<input type="checkbox"/>
Lubricate backhoe bucket cylinder and pivots		<input type="checkbox"/>
Change transmission filter(s) / element(s)	AT466863 (1 Cartridge)	<input type="checkbox"/>
Take engine oil sample	AT346594 (1)	<input type="checkbox"/>
Check coolant level at surge tank	TY26605 (1)	<input type="checkbox"/>
Replace fuel tank breather	H216169 (1)	<input type="checkbox"/>
Lubricate loader pivots		<input type="checkbox"/>
Take hydrostatic transmission oil sample	AT346594 (1)	<input type="checkbox"/>
Replace primary and final fuel filters	DZ115390 (1), DZ115391 (1)	<input type="checkbox"/>
Check rear axle oil level		<input type="checkbox"/>
Replace hydraulic fan oil return filter	AT367840 (1)	<input type="checkbox"/>
Check air intake hoses and clamps		<input type="checkbox"/>
Drain water and sediment from fuel tank		<input type="checkbox"/>
Lubricate non-powered front axle steering pivots		<input type="checkbox"/>
Drain and refill hydrostatic transmission oil and replace filter	AR69444 (4 Gallons)	<input type="checkbox"/>
Take engine coolant sample	TY27787 (1)	<input type="checkbox"/>
Lubricate backhoe boom, crowd cylinders, and pivots		<input type="checkbox"/>
Check and adjust engine valve lash	R524499 (1)	<input type="checkbox"/>
Lubricate backhoe swing cylinder and pivots		<input type="checkbox"/>
Take diesel fuel sample	AT180344 (1)	<input type="checkbox"/>
Take rear axle oil sample	AT346594 (1)	<input type="checkbox"/>
Check boom-to-dipperstick pin bolt torque		<input type="checkbox"/>
Take hydraulic system oil sample	AT346594 (1)	<input type="checkbox"/>
Drain and refill engine oil and replace filter	RE504836 (1), TY26673 (3.4 Gallons)	<input type="checkbox"/>
Clean, pack, and adjust non-powered front wheel bearings		<input type="checkbox"/>



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STATE OF NEW HAMPSHIRE

Service Actions

3000HR	At 3000 Hours	Service Time: 11 hr. 16 min.	Dealer Responsible
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Service Actions	Parts	Completed
Lubricate front axle pivot pin(s)		<input type="checkbox"/>
Check belt tension and belt wear		<input type="checkbox"/>
Check hydraulic/hydrostatic system oil level		<input type="checkbox"/>
Replace primary and secondary engine air filter elements	AT332909 (1), AT396132 (1)	<input type="checkbox"/>

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Plan Years
Plan Hours

Unlimited
6500 Hours

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STATE OF NEW HAMPSHIRE

Service Actions

3500HR	At 3500 Hours	Service Time: 3 hr. 4 min.	Dealer Responsible
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Service Actions	Parts	Completed
Lubricate non-powered front axle steering pivots		<input type="checkbox"/>
Lubricate backhoe coupler mechanical jack		<input type="checkbox"/>
Lubricate stabilizer pivots and cylinder pins		<input type="checkbox"/>
Take engine coolant sample	TY27787 (1)	<input type="checkbox"/>
Check coolant condition		<input type="checkbox"/>
Lubricate backhoe boom, crowd cylinders, and pivots		<input type="checkbox"/>
Lubricate backhoe bucket cylinder and pivots		<input type="checkbox"/>
Take engine oil sample	AT346594 (1)	<input type="checkbox"/>
Lubricate loader pivots		<input type="checkbox"/>
Take hydrostatic transmission oil sample	A1346594 (1)	<input type="checkbox"/>
Lubricate backhoe swing cylinder and pivots		<input type="checkbox"/>
Take diesel fuel sample	AT180344 (1)	<input type="checkbox"/>
Replace primary and final fuel filters	DZ115390 (1), DZ115391 (1)	<input type="checkbox"/>
Check rear axle oil level		<input type="checkbox"/>
Take rear axle oil sample	AT346594 (1)	<input type="checkbox"/>
Check boom-to-dipperstick pin bolt torque		<input type="checkbox"/>
Check transmission oil level		<input type="checkbox"/>
Drain and refill engine oil and replace filter	RE504836 (1), TY26673 (3.4 Gallons)	<input type="checkbox"/>
Take hydraulic system oil sample	AT346594 (1)	<input type="checkbox"/>
Lubricate front axle pivot pin(s)		<input type="checkbox"/>
Check air intake hoses and clamps		<input type="checkbox"/>
Check hydraulic/hydrostatic system oil level		<input type="checkbox"/>
Drain water and sediment from fuel tank		<input type="checkbox"/>

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Plan Years
Plan Hours

Unlimited
6500 Hours

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STATE OF NEW HAMPSHIRE

Service Actions

4000HR	At 4000 Hours	Service Time: 7 hr, 0 min.	Dealer Responsible
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Service Actions	Parts	Completed
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Lubricate stabilizer pivots and cylinder pins		<input type="checkbox"/>
Lubricate backhoe coupler mechanical jack		<input type="checkbox"/>
Replace hydraulic tank breather filter	AT101565 (1)	<input type="checkbox"/>
Check coolant condition		<input type="checkbox"/>
Lubricate backhoe bucket cylinder and pivots		<input type="checkbox"/>
Change transmission filter(s) / element(s)	AT466863 (1 Cartridge)	<input type="checkbox"/>
Check coolant level at surge tank	TY26605 (1)	<input type="checkbox"/>
Take engine oil sample	AT346594 (1)	<input type="checkbox"/>
Replace diesel exhaust fluid (DEF) header suction filter and baffle	AT502964 (1 Cartridge)	<input type="checkbox"/>
Lubricate loader pivots		<input type="checkbox"/>
Replace fuel tank breather	H216169 (1)	<input type="checkbox"/>
Take hydrostatic transmission oil sample	AT346594 (1)	<input type="checkbox"/>
Replace primary and final fuel filters	DZ115390 (1), DZ115391 (1)	<input type="checkbox"/>
Replace hydraulic fan oil return filter	AT367840 (1)	<input type="checkbox"/>
Check air intake hoses and clamps		<input type="checkbox"/>
Drain water and sediment from fuel tank		<input type="checkbox"/>
Lubricate non-powered front axle steering pivots		<input type="checkbox"/>
Drain and refill hydrostatic transmission oil and replace filter	AR69444 (4 Gallons)	<input type="checkbox"/>
Take engine coolant sample	TY27787 (1)	<input type="checkbox"/>
Clean diesel exhaust fluid (DEF) tank		<input type="checkbox"/>
Drain and refill rear axle and planetary housing oil	AR69444 (4.8 Gallons)	<input type="checkbox"/>
Lubricate backhoe boom, crowd cylinders, and pivots		<input type="checkbox"/>
Replace diesel exhaust fluid (DEF) tank breather filter	H216169 (1)	<input type="checkbox"/>
Lubricate backhoe swing cylinder and pivots		<input type="checkbox"/>
Take diesel fuel sample	AT180344 (1)	<input type="checkbox"/>
Take rear axle oil sample	AT346594 (1)	<input type="checkbox"/>
Check boom-to-dipperstick pin bolt torque		<input type="checkbox"/>
Drain and refill engine oil and replace filter	RE504836 (1), TY26673 (3.4 Gallons)	<input type="checkbox"/>

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Plan Hours

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STATE OF NEW HAMPSHIRE

Service Actions

4000HR	At 4000 Hours	Service Time: 7 hr. 0 min.	Dealer Responsible
Service Actions	Parts		Completed
Take hydraulic system oil sample	AT346594 (1)		<input type="checkbox"/>
Clean, pack, and adjust non-powered front wheel bearings			<input type="checkbox"/>
Replace diesel exhaust fluid (DEF) dosing unit filter	DZ114640 (1)		<input type="checkbox"/>
Drain and refill hydraulic system oil	TY27367 (11.9 Gallons)		<input type="checkbox"/>
Change open crankcase vent filter	DZ105796 (1)		<input type="checkbox"/>
Inspect and clean hydraulic tank fill screen			<input type="checkbox"/>
Lubricate front axle pivot pin(s)			<input type="checkbox"/>
Check belt tension and belt wear			<input type="checkbox"/>
Replace primary and secondary engine air filter elements	AT332909 (1), AT396132 (1)		<input type="checkbox"/>

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Plan Years
Plan Hours

Unlimited
6500 Hours

CUSTOMER
STATE OF NEW HAMPSHIRE

Service Actions

4500HR At 4500 Hours Service Time: 3 hr. 4 min. Dealer Responsible

Service Actions	Parts	Completed
Lubricate non-powered front axle steering pivots		<input type="checkbox"/>
Lubricate stabilizer pivots and cylinder pins		<input type="checkbox"/>
Lubricate backhoe coupler mechanical jack		<input type="checkbox"/>
Take engine coolant sample	TY27787 (1)	<input type="checkbox"/>
Check coolant condition		<input type="checkbox"/>
Lubricate backhoe boom, crowd cylinders, and pivots		<input type="checkbox"/>
Lubricate backhoe bucket cylinder and pivots		<input type="checkbox"/>
Take engine oil sample	AT346594 (1)	<input type="checkbox"/>
Lubricate loader pivots		<input type="checkbox"/>
Take hydrostatic transmission oil sample	AT346594 (1)	<input type="checkbox"/>
Lubricate backhoe swing cylinder and pivots		<input type="checkbox"/>
Replace primary and final fuel filters	DZ115390 (1), DZ115391 (1)	<input type="checkbox"/>
Take diesel fuel sample	AT180344 (1)	<input type="checkbox"/>
Check rear axle oil level		<input type="checkbox"/>
Check boom-to-dipperstick pin bolt torque		<input type="checkbox"/>
Take rear axle oil sample	AT346594 (1)	<input type="checkbox"/>
Check transmission oil level		<input type="checkbox"/>
Take hydraulic system oil sample	AT346594 (1)	<input type="checkbox"/>
Drain and refill engine oil and replace filter	RE504836 (1), TY26673 (3.4 Gallons)	<input type="checkbox"/>
Check air intake hoses and clamps		<input type="checkbox"/>
Lubricate front axle pivot pin(s)		<input type="checkbox"/>
Check hydraulic/hydrostatic system oil level		<input type="checkbox"/>
Drain water and sediment from fuel tank		<input type="checkbox"/>

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Plan Years
Plan Hours

Unlimited
6500 Hours

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STATE OF NEW HAMPSHIRE

Service Actions

5000HR	At 5000 Hours	Service Time: 5 hr. 16 min.	Dealer Responsible
Service Actions	Parts		Completed
Lubricate stabilizer pivots and cylinder pins			<input type="checkbox"/>
Lubricate backhoe coupler mechanical jack			<input type="checkbox"/>
Replace hydraulic tank breather filter	AT101565 (1)		<input type="checkbox"/>
Check coolant condition			<input type="checkbox"/>
Lubricate backhoe bucket cylinder and pivots			<input type="checkbox"/>
Take engine oil sample	AT346594 (1)		<input type="checkbox"/>
Change transmission filter(s) / element(s)	AT466863 (1 Cartridge)		<input type="checkbox"/>
Check coolant level at surge tank	TY26605 (1)		<input type="checkbox"/>
Lubricate loader pivots			<input type="checkbox"/>
Replace fuel tank breather	H216169 (1)		<input type="checkbox"/>
Take hydrostatic transmission oil sample	AT346594 (1)		<input type="checkbox"/>
Replace primary and final fuel filters	DZ115390 (1), DZ115391 (1)		<input type="checkbox"/>
Check rear axle oil level			<input type="checkbox"/>
Replace hydraulic fan oil return filter	AT367840 (1)		<input type="checkbox"/>
Check air intake hoses and clamps			<input type="checkbox"/>
Drain water and sediment from fuel tank			<input type="checkbox"/>
Lubricate non-powered front axle steering pivots			<input type="checkbox"/>
Drain and refill hydrostatic transmission oil and replace filter	AR69444 (4 Gallons)		<input type="checkbox"/>
Take engine coolant sample	TY27787 (1)		<input type="checkbox"/>
Lubricate backhoe boom, crowd cylinders, and pivots			<input type="checkbox"/>
Lubricate backhoe swing cylinder and pivots			<input type="checkbox"/>
Take diesel fuel sample	AT180344 (1)		<input type="checkbox"/>
Check boom-to-dipperstick pin bolt torque			<input type="checkbox"/>
Take rear axle oil sample	AT346594 (1)		<input type="checkbox"/>
Take hydraulic system oil sample	AT346594 (1)		<input type="checkbox"/>
Drain and refill engine oil and replace filter	RE504836 (1), TY26673 (3.4 Gallons)		<input type="checkbox"/>
Clean, pack, and adjust non-powered front wheel bearings			<input type="checkbox"/>
Lubricate front axle pivot pin(s)			<input type="checkbox"/>

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Plan Years
Plan Hours

Unlimited
6500 Hours

CUSTOMER

STATE OF NEW HAMPSHIRE

Service Actions

5000HR	At 5000 Hours	Service Time: 5 hr. 16 min.	Dealer Responsible
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Service Actions	Parts	Completed
Check belt tension and belt wear		<input type="checkbox"/>
Check hydraulic/hydrostatic system oil level		<input type="checkbox"/>
Replace primary and secondary engine air filter elements	AT332909 (1), AT396132 (1)	<input type="checkbox"/>

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PLAN
 Plan Years Unlimited
 Plan Hours 6500 Hours

CUSTOMER
 STATE OF NEW HAMPSHIRE

Service Actions

5500HR	At 5500 Hours	Service Time: 3 hr. 4 min.	Dealer Responsible
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Service Actions	Parts	Completed
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Lubricate non-powered front axle steering pivots		<input type="checkbox"/>
Lubricate backhoe coupler mechanical jack		<input type="checkbox"/>
Lubricate stabilizer pivots and cylinder pins		<input type="checkbox"/>
Take engine coolant sample	TY27787 (1)	<input type="checkbox"/>
Lubricate backhoe boom, crowd cylinders, and pivots		<input type="checkbox"/>
Check coolant condition		<input type="checkbox"/>
Lubricate backhoe bucket cylinder and pivots		<input type="checkbox"/>
Take engine oil sample	AT346594 (1)	<input type="checkbox"/>
Lubricate loader pivots		<input type="checkbox"/>
Take hydrostatic transmission oil sample	AT346594 (1)	<input type="checkbox"/>
Take diesel fuel sample	AT180344 (1)	<input type="checkbox"/>
Lubricate backhoe swing cylinder and pivots		<input type="checkbox"/>
Replace primary and final fuel filters	DZ115390 (1), DZ115391 (1)	<input type="checkbox"/>
Check rear axle oil level		<input type="checkbox"/>
Check transmission oil level		<input type="checkbox"/>
Check boom-to-dipperstick pin bolt torque		<input type="checkbox"/>
Take rear axle oil sample	AT346594 (1)	<input type="checkbox"/>
Take hydraulic system oil sample	AT346594 (1)	<input type="checkbox"/>
Drain and refill engine oil and replace filter	RE504836 (1), TY26673 (3.4 Gallons)	<input type="checkbox"/>
Lubricate front axle pivot pin(s)		<input type="checkbox"/>
Check air intake hoses and clamps		<input type="checkbox"/>
Check hydraulic/hydrostatic system oil level		<input type="checkbox"/>
Drain water and sediment from fuel tank		<input type="checkbox"/>



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Plan Years
Plan Hours

Unlimited
6500 Hours

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STATE OF NEW HAMPSHIRE

Service Actions

6000HR	At 6000 Hours	Service Time: 12 hr. 58 min.	Dealer Responsible
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Service Actions	Parts	Completed
Lubricate backhoe coupler mechanical jack		<input type="checkbox"/>
Lubricate stabilizer pivots and cylinder pins		<input type="checkbox"/>
Replace hydraulic tank breather filter	AT101565 (1)	<input type="checkbox"/>
Lubricate backhoe bucket cylinder and pivots		<input type="checkbox"/>
Check coolant level at surge tank	TY26605 (1)	<input type="checkbox"/>
Take engine oil sample	AT346594 (1)	<input type="checkbox"/>
Change transmission filter(s) / element(s)	AT466863 (1 Cartridge)	<input type="checkbox"/>
Lubricate loader pivots		<input type="checkbox"/>
Replace fuel tank breather	H216169 (1)	<input type="checkbox"/>
Drain, flush, and refill engine cooling system	TY26575 (7.4 Gallons)	<input type="checkbox"/>
Take hydrostatic transmission oil sample	AT346594 (1)	<input type="checkbox"/>
Replace primary and final fuel filters	DZ115390 (1), DZ115391 (1)	<input type="checkbox"/>
Replace hydraulic fan oil return filter	AT367840 (1)	<input type="checkbox"/>
Check air intake hoses and clamps		<input type="checkbox"/>
Drain water and sediment from fuel tank		<input type="checkbox"/>
Lubricate non-powered front axle steering pivots		<input type="checkbox"/>
Drain and refill hydrostatic transmission oil and replace filter	AR69444 (4 Gallons)	<input type="checkbox"/>
Take engine coolant sample	TY27787 (1)	<input type="checkbox"/>
Drain and refill rear axle and planetary housing oil	AR69444 (4.8 Gallons)	<input type="checkbox"/>
Lubricate backhoe boom, crowd cylinders, and pivots		<input type="checkbox"/>
Check and adjust engine valve lash	R524499 (1)	<input type="checkbox"/>
Lubricate backhoe swing cylinder and pivots		<input type="checkbox"/>
Take diesel fuel sample	AT180344 (1)	<input type="checkbox"/>
Check boom-to-dipperstick pin bolt torque		<input type="checkbox"/>
Take rear axle oil sample	AT346594 (1)	<input type="checkbox"/>
Drain and refill engine oil and replace filter	RE504836 (1), TY26673 (3.4 Gallons)	<input type="checkbox"/>
Take hydraulic system oil sample	AT346594 (1)	<input type="checkbox"/>
Clean, pack, and adjust non-powered front wheel bearings		<input type="checkbox"/>

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 Plan Hours 6500 Hours

CUSTOMER
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Service Actions

6000HR	At 6000 Hours	Service Time: 12 hr. 58 min.	Dealer Responsible
Service Actions	Parts		Completed
Replace diesel exhaust fluid (DEF) dosing unit filter	DZ114640 (1)		<input type="checkbox"/>
Drain and refill hydraulic system oil	TY27367 (11.9 Gallons)		<input type="checkbox"/>
Inspect and clean hydraulic tank fill screen			<input type="checkbox"/>
Change open crankcase vent filter	DZ105796 (1)		<input type="checkbox"/>
Lubricate front axle pivot pin(s)			<input type="checkbox"/>
Check belt tension and belt wear			<input type="checkbox"/>
Replace primary and secondary engine air filter elements	AT332909 (1), AT396132 (1)		<input type="checkbox"/>

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Service Actions

6500HR	At 6500 Hours	Service Time: 3 hr. 4 min.	Dealer Responsible
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Service Actions	Parts	Completed
Lubricate non-powered front axle steering pivots		<input type="checkbox"/>
Lubricate stabilizer pivots and cylinder pins		<input type="checkbox"/>
Lubricate backhoe coupler mechanical jack		<input type="checkbox"/>
Take engine coolant sample	TY27787 (1)	<input type="checkbox"/>
Lubricate backhoe boom, crowd cylinders, and pivots		<input type="checkbox"/>
Check coolant condition		<input type="checkbox"/>
Lubricate backhoe bucket cylinder and pivots		<input type="checkbox"/>
Take engine oil sample	AT346594 (1)	<input type="checkbox"/>
Lubricate loader pivots		<input type="checkbox"/>
Take hydrostatic transmission oil sample	AT346594 (1)	<input type="checkbox"/>
Take diesel fuel sample	AT180344 (1)	<input type="checkbox"/>
Lubricate backhoe swing cylinder and pivots		<input type="checkbox"/>
Replace primary and final fuel filters	DZ115390 (1), DZ115391 (1)	<input type="checkbox"/>
Check rear axle oil level		<input type="checkbox"/>
Check transmission oil level		<input type="checkbox"/>
Take rear axle oil sample	AT346594 (1)	<input type="checkbox"/>
Check boom-to-dipperstick pin bolt torque		<input type="checkbox"/>
Drain and refill engine oil and replace filter	RE504836 (1), TY26673 (3.4 Gallons)	<input type="checkbox"/>
Take hydraulic system oil sample	AT346594 (1)	<input type="checkbox"/>
Check air intake hoses and clamps		<input type="checkbox"/>
Lubricate front axle pivot pin(s)		<input type="checkbox"/>
Check hydraulic/hydrostatic system oil level		<input type="checkbox"/>
Drain water and sediment from fuel tank		<input type="checkbox"/>

5 Year Extended Warranty

COMMERCIAL EQUIPMENT PROTECTION PLAN TERMS AND CONDITIONS

This document sets out the terms and conditions that exclusively govern the Commercial Equipment Protection Plan. You are encouraged to review its contents.

Definitions:

As used herein,

- a. **Plan** means the Commercial Equipment Protection Plan, including the Summary Page and the Master Parts Schedule, sold by the Provider to the Customer through the Selling Dealer. The Plan is not a policy or contract of insurance.
- b. **Provider, Us, We, or Our** means Eck & Glass Inc., 850 Ridge Lake Boulevard, Suite 101, Memphis, Tennessee 38120. We can be contacted at 866-408-2881.
- c. **Customer, You or Your** means the purchaser of the Plan as defined on the Summary Page or an assignee thereof as expressly permitted hereunder, or the legal owner of the Covered Equipment.
- d. **Equipment or Covered Equipment** means the Equipment described on the Summary Page.
- e. **Selling Dealer** means the retail seller of this Plan to You for the Covered Equipment as described on the Declaration Page.
- f. **Authorized Repair Facility** means any franchised Equipment dealer that is authorized to make repairs for the specific manufacturer of the Equipment, or other repair facility approved by the Provider to make repairs for the Equipment.
- g. **Summary Page** means the first page of the Plan, attached hereto and incorporated herein, that identifies information about You, the Selling Dealer, the Plan Term, the Service Fee, the Plan coverage and the Covered Equipment.
- h. **Master Parts Schedule** means the document attached hereto, and incorporated herein, which lists the only primary failed parts covered under this Plan.
- i. **Failure or Failed** means the sudden and unforeseen mechanical breakdown of a part covered under this Plan arising from any permanent mechanical, electrical or electronic defect, causing a sudden stoppage of its function, necessitating immediate repair or replacement before its normal operation may be resumed, not excluded from coverage under this Plan.
- j. **Service Fee** means the amount that You must pay each time You seek covered repairs as identified on the Summary Page.
- k. **Plan Term** means the period of time or hours for which the Plan is in effect.
 - i. For Equipment classified as new, as shown on the Summary Page, coverage under the Plan begins upon the expiration of any applicable manufacturer's base warranty period including any applicable manufacturer's extended warranty, unless otherwise noted on Plan Summary Page and ends on the earlier of:
 1. 12:01am the date on which the Plan expires, or
 2. the date on which the Equipment has been operated for the maximum number of total machine hours specified under the Plan.
 - ii. For Equipment classified as used, as shown on the Summary Page, coverage under the Plan starts on the effective date of the Plan and ends on the earlier of:
 1. 12:01am the date on which the Plan expires, or
 2. the date on which the Equipment has been operated for the maximum number of hours specified under the Plan.

Customer Responsibilities:

Under this Plan You are required to:

- a. Perform all required maintenance on the Equipment, at the recommended intervals specified in the Equipment manufacturer's operator's manual, and present to the Provider, upon request, proof of such maintenance, satisfactory to the Provider.
- b. Operate the Equipment exclusively within its rated capacity as specified in the Equipment manufacturer's operator's manual.
- c. Promptly report to an Authorized Repair Facility any problems with respect to the performance of the Equipment and have the Equipment available for repair in a timely manner. In the event a potential Failure occurs, You or the Authorized Repair Facility may report the potential Failure to Us to commence a Provider payment request.
- d. Use all reasonable means to protect the Equipment from further damage when a Failure occurs.
- e. Pay for travel expenses associated with the repair of the Equipment, unless the Plan specifies otherwise on the Summary Page.
- f. Approve exploratory dismantling of the Equipment if necessary to diagnosis a Failure, and pay all charges for exploratory dismantling if, as a result of such dismantling, the Provider determines that there has not been a Failure within the scope of the Plan.

Provider Responsibilities:

- a. Under this Plan the Provider is required to provide coverage for the Equipment according to the terms and conditions set out herein, the coverage and Service Fee described on the Summary Page of this Plan, and the Master Parts Schedule of this Plan.
- b. THE SCOPE OF THE PLAN IS HEREBY LIMITED EXCLUSIVELY TO THE TERMS AND CONDITIONS EXPRESSED HEREIN, AND THE CUSTOMER IS BOUND BY THESE TERMS AND CONDITIONS.
- c. THE PROVIDER IS NOT RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDE, BUT ARE NOT LIMITED TO, LOST CROPS, LOST CONTRACTS, LOST INCOME, FINES, THEFT, FIRE, VANDALISM OR COLLISIONS INVOLVING THE COVERED EQUIPMENT. THE PROVIDER SPECIFICALLY HEREBY EXCLUDES ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- d. The Provider neither offers nor provides to the Customer any warranty, expressed or implied, for any component, or other item relating to the Equipment, that is separately warranted by such part's manufacturer.
- e. The Provider's obligations under this Plan are insured by a contract liability insurance policy. In the event the Provider is unable to fulfill obligations under the Plan, the insurer shall assume full responsibility for the administration of Provider payment requests. The contract liability insurance policy is issued by American Bankers Insurance Company of Florida, 11222 Quail Roost Drive, Miami, Florida 33157, 305-253-2244. If the Provider fails to perform or make payment under the terms of the Plan within sixty (60) days after You request performance or payment, You may apply directly to American Bankers Insurance Company of Florida.

Territory:

- a. Coverage under the Plan applies exclusively to Equipment sold and registered by an authorized dealer in the United States and operated exclusively in the United States, Puerto Rico and Canada.

Provider Payment:

A Provider payment under the Plan is limited to:

- i. repairs to the Equipment in accordance with the terms and conditions set out herein, and in consequence of a request for Provider payment authorized by the Provider for a Failure, due to defects in parts listed on the Master Parts Schedule, that occurs:
 1. during the Plan Term;
 2. after the expiration of the term of any applicable manufacturer's base warranty period, or any applicable manufacturer's extended warranty, in respect of such Equipment; and

3. in respect of defects in the Equipment arising after such expiration.
- ii. the manufacturer's suggested list price for parts, the Authorized Repair Facility's published shop rate for labor, and, when applicable, the Authorized Repair Facility's posted travel and mileage rates, up to the set limits of the Plan, on repairs approved by the Provider, and made by an Authorized Repair Facility, for Equipment Failures due to a defect in material or workmanship.
- iii. exploratory dismantling of the Equipment only in the event of an approved Failure.
- b. The maximum total Provider payment under the Plan shall not exceed:
 - i. the Equipment value provided at the time the Plan was purchased, or \$500,000, whichever is less, for Equipment classified as new, as referenced on the Summary Page, or
 - ii. fifty percent (50%) of the Equipment value provided at the time the Plan was purchased, or \$500,000, whichever is less, for Equipment classified as used, as referenced on the Summary Page.
- c. Labor hours for repairs will be approved as deemed reasonable by the Provider.
- d. If the Provider agrees to pay for repairs under this Plan, and the Customer does or may receive any payment relating to the same repairs from anyone else, the Provider, in its discretion, may require the Customer to either assign the Customer's right to receive such payment to the Provider, or remit to Provider any payment received by the Customer, up to the amount that the Provider paid for the repairs. The Customer agrees that the Provider shall have no liability to the Customer or to an Authorized Repair Facility for any amount paid by a third party to the Customer or to an Authorized Repair Facility in respect to a repair covered under this Plan.
- e. To be eligible for a Provider payment, the following procedures must be adhered to:
 - i. Promptly report to an Authorized Repair Facility any problems with respect to the performance of the Equipment and have the Equipment available for repair in a timely manner. In the event a potential Failure occurs, You or the Authorized Repair Facility may report the potential Failure to Us at 866-408-2881 to commence a Provider payment request.
 - ii. The Authorized Repair Facility must open a work order on the date of notification of a problem with the Equipment.
 - iii. All requests for Provider payment must be submitted to the Provider within 45 consecutive days of from the last day parts related to the eligible Failure were installed, as shown on the technician's time ticket on the work order, not the date the work order was closed. Requests for Provider payment beyond this time limit will be denied.
 - iv. All required information shall be provided on the request for Provider payment form at time of submission of the Provider payment request.
 - v. All faulty parts from the Failure must be retained for inspection by the Provider until final settlement of the Provider payment request has been made. Faulty parts from the Failure, oil sampling reports, maintenance records and invoices associated with the repair, and photographic evidence documenting the Failure and secondary damages shall be provided to the Provider within 30 days of request.
 - vi. All resubmitted Provider payment requests, regardless of the reason, must be resubmitted within 60 consecutive days from the date on which the settlement of the Provider payment request was made by the Provider. After that time period the Provider payment request will stand as processed.
 - vii. Disputed Provider payment settlements must be resolved within 60 consecutive days from the date on which the offer of settlement of the Provider payment request was made by the Provider. After that time period the Provider payment request will stand as processed.

Service Fee:

- a. One Service Fee will apply to each reported Failure, unless the Plan specifies otherwise on the Summary Page
- b. Any transportation, travel, or other expenses will not be credited toward any applicable Service Fee, unless the Plan specifies otherwise on the Summary Page.

Exclusions:

The following exclusions and limitations shall apply to the Plan except to the extent in which they are not allowed by applicable state law:

- a. The Plan does not provide coverage for any Failure to any part reasonably believed to be caused by or resulting from the failure of a part not listed on the Master Parts Schedule, including any resulting damage to a listed part.
- b. The Plan does not provide coverage for any and all Failures due to pre-existing conditions or any and all Failures that occurred prior to the Plan Term.
- c. The Plan shall not cover Equipment with respect to Failures due to:
 - i. failure to follow the recommended adjustments or maintenance as described in the applicable manufacturer's operator's manual, failure to properly maintain the Equipment, improper use of the Equipment, operation of the Equipment beyond its rated capacity, operating conditions, or specifications, non-compliance with instructions provided by the manufacturer to prevent such Failure;
 - ii. misuse, deterioration due to improper storage, weathering, abuse or neglect, including, but not limited to, operation without adequate coolant or lubricants, adjustments to the fuel system outside the Equipment manufacturer's specifications, illegal or improper speeding/over speeding/racing, improper starting, warm-up, or shutdown practices, use of incorrect or contaminated fuel, oil or other fluids, or continued operation of impaired Equipment.
 - iii. physical damage, fraud, collision, accident, road hazard, vandalism, riot, theft, flood, fire, war, or acts of God.
- d. The Provider is not responsible for:
 - i. failures resulting from improper repair, use of parts that are not authorized by the Provider, or genuine authorized remanufactured parts;
 - ii. failures arising from the use of attachments unless the Plan states otherwise;
 - iii. the cost of removing optional equipment or attachments including, but not limited to, loaders, duals, and tanks, unless the Plan states otherwise;
 - iv. the cost of normal maintenance services including, but not limited to, checks, adjustments, shimming, engine tune-ups, replacement of fuses, engine fuel system cleaning, replacing filters, cleaning, setting, or replacement of components due to fuel contamination, normal wear and/or low pressure, or repair of corrosion, decay and deterioration.
- e. The Plan does not cover:
 - i. normal maintenance parts and service including, but not limited to, breathers, external O-rings and bonded washers, loose fittings and connections, chaffed or rubbed hydraulic hoses or wiring harnesses, lubricated joints, pins and bushings, replenishment of oils, lubricants, coolants, and filters; however, lubricants, filters, and coolants may qualify for Provider payment request under the Plan if they require replacement as a direct result of a covered Failure;
 - ii. the replacement of parts, items and accessories not fully functional due to normal wear and tear;
 - iii. costs for coolant, fuel, or lube oil analysis, or supplies and lab recommendations relating thereto;
 - iv. Customer comfort items including, but not limited to weather stripping, carpets and floor mats, paint, decals, mirrors, glass, interior/exterior moldings, covers and panels, knobs for switches and handles, exterior/interior door/panel latches, hinges and struts, radios/cd/mp3 players, and seats, unless otherwise listed on the Master Parts Schedule;
 - v. repairs related exclusively to noise, such as, but not limited to, rattles and squeaks;
 - vi. Equipment, parts or components covered by an OEM, repair facility or other warranty, extended warranty, extended service plan, field campaign, service letter, or recall policy;
 - vii. travel costs associated with transporting Equipment to and from the location of repair, unless the Plan specifies otherwise on the Summary Page.
 - viii. charges for labor performed other than by an Authorized Repair Facility;
 - ix. repairs subsequent to, or in connection with, unauthorized modification of, or "field fixes" to, the Equipment;
 - x. costs for overtime labor charges or out-of-shop expenses without prior written authorization of the Provider;
 - xi. economic loss, including, but not limited to, lost profits, crop loss, or cost of Equipment rental;

- xii. the cost of cleaning the Equipment in preparation for a repair;
 - xiii. loss or damage of the Equipment during shipment;
 - xiv. Provider payment requests involving Equipment damaged in transit or handling and subsequently sold as "salvage" Equipment;
 - xv. items used for repairs, including, but not limited to, solvents, cleaners, anti-seize lubricants, oil-dry, special tools, shop towels, or other shop supplies;
 - xvi. Provider payment requests in respect of a complete assembly, if the combined cost of parts and labor to repair the assembly are 70% or less than the replacement cost of the entire assembly, other than with the prior written authorization of the Provider;
 - xvii. Provider payment requests in respect of the inspection or reconditioning of the Equipment;
 - xviii. any duplicate, repeat, or comeback repair resulting from improper diagnosis, testing, or poor service work within sixty (60) days after a covered Failure;
 - xix. diagnosis, except according to published OEM labor time schedules or as deemed reasonable by the Provider. The repairing dealer is responsible for properly diagnosing eligible Failures using a qualified, factory trained technician, fully utilizing the resources available to them from the OEM;
 - xx. repairs to remanufactured fuel injection pumps (as such pumps must be replaced);
 - xxi. ensuing loss arising from a Failure, including, without limitation, such loss caused by fire, oil or water/coolant;
 - xxii. Failure due to tampering with, adjustments or additions of components to, or replacements for the Equipment, when such actions could contribute to increasing the published horsepower rating of any engine-powered Equipment;
 - xxiii. repairs beyond those required to correct a Failure, or parts/items replaced solely at the Customer's preference.
- f. The Plan does not provide coverage in respect of any agricultural tractor used in a scraper, earthmoving or non-agricultural application for which the Customer receives compensation unless such tractor is designated by its manufacturer as suitable for such application. A Customer using a scraper on his own farm to level land for agricultural crop preparation may use an agricultural tractor in such application for not more than (50%) of such tractor's total annual hours of operation; exceeding this limit in any period of twelve (12) consecutive months will make such tractor ineligible for further coverage under the Plan. Use of an agricultural tractor in any of the following commercial applications will make such tractor ineligible for coverage under the Plan: site preparation, excavation, pond/lagoon-building and forestry applications.

Transferability:

- a. Coverage under this Plan remains with the Covered Equipment for the Plan Term, regardless of trade-in or resale. If desired, the Summary Page may be updated to reflect any change in ownership of the Covered Equipment by the Selling Dealer submitting a request to the Provider.
- b. If the Covered Equipment is stolen or destroyed within the applicable base warranty period, the Plan is not transferable to another machine, but may be eligible for cancellation.

Cancellation:

- a. In the event You request cancellation of this Plan for any reason, the Plan shall terminate, but the Plan purchase price is non-refundable to the extent permitted by law. To request a cancellation, You must submit written notification immediately to the Selling Dealer or Provider including the following: 1) the Plan number 2) Equipment serial number 3) date of cancellation and 4) the Equipment's current hour meter reading.
- b. The Plan, and all coverage thereunder, shall be cancelled by Us if:
 - i. any portion of the OEM warranty is voided or altered from the warranty period provided on the on the Commercial Equipment Protection Plan Registration without prior written authorization of the Provider,
 - ii. the Equipment is modified or altered, except with the prior written consent of the Provider or at the direction of the manufacturer of the Equipment,
 - iii. the Equipment's hour meter is changed or altered, other than by an authorized OEM dealership at the direction of the manufacturer of the Equipment, and documentation of the change is provided to the Provider,
 - iv. the Equipment's fuel or hydraulic system is changed or altered, without the prior written consent of the Provider,
 - v. the Equipment is used in any application for which they were not designed to be used by the OEM,
 - vi. the Equipment is scrapped, salvaged, stolen, junked, or totaled, or
 - vii. intentional misrepresentation has occurred on the Commercial Equipment Protection Plan Registration or Transfer as to the type of Equipment or application(s) for which the Equipment will be used.
 - viii. the Cover Equipment is identified as a Gray Market Equipment, without prior written authorization of the Provider.

0. Disputes:

- a. Any dispute between the Customer and the Provider in respect of a payment due the Customer or the Provider under the Plan that is not resolved under section 10.b. within 60 days after notice of the dispute has been provided may be referred by either party to a panel of three (3) unrelated authorized repair facilities for review. The ruling shall be determined by the decision of the majority of the chosen repair facilities.
- b. To encourage the prompt and equitable settlement of any dispute under the Plan that may arise between the parties, the parties agree to negotiate their dispute(s) directly and in good faith for a period of not less than thirty (30) days after receiving written notification of the existence of a dispute. If either party desires, it may request in writing that both parties submit their dispute(s) to a licensed attorney who is an experienced mediator located in the county where the Customer resides, in which instance the Provider shall select and pay the fees of the attorney who will work with the parties in an effort to resolve the dispute utilizing non-binding mediation.
- c. If a resolution of the dispute is not achieved by the processes identified in either section 10.a. or 10.b., the dispute shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court of having jurisdiction thereof. THE PARTIES UNDERSTAND THAT THEY WOULD HAVE HAD A RIGHT OR OPPORTUNITY TO LITIGATE THROUGH A COURT AND TO HAVE A JUDGE OR JURY DECIDE THEIR CASE, BUT THEY HAVE CHOSEN TO HAVE ANY DIPUTES DECIDED THROUGH ARBITRATION. Rules and forms of the American Arbitration Association may be obtained and all claims shall be filed at any office of the American Arbitration Association or at Corporate Headquarters, 1101 Laurel Oak Road, Suite 100, Voorhees, NJ 08043. Telephone: (877) 495-4185; Website: www.adr.org.

1. General Provisions:

- a. If parts are needed to effect an authorized repair, the Provider requires the use of genuine OEM parts and, when offered, the use of genuine OEM remanufactured parts, unless prior written authorization of the Provider is given; such parts shall be covered exclusively under any Replacement Parts Warranty while it remains in effect, and only thereafter under the Plan.
- b. A Customer may upgrade the scope of the Plan applicable to the Covered Equipment, by selecting a different coverage level or Plan Term at any time during the manufacturer's base warranty period applicable to the Covered Equipment, upon written request by the Selling Dealer to the Provider, and payment to the Provider of any additional cost of such upgrade.
No person, dealer or agent may in any way alter or extend the terms and conditions expressed herein without the prior written authorization of the Provider. Any accommodation made to the Customer by any party shall not constitute a waiver, modification or extension of the terms and conditions of the Plan as expressed herein.
- d. The Plan gives the Customer specific legal rights and the Customer may also have other rights, which may vary, from state to state.

- e. THE REMEDIES OF HAVING A DEFECT IN MATERIAL OR WORKMANSHIP REPAIRED, OR HAVING DEFECTIVE MATERIALS REPLACED, AT A SERVICE CENTER AUTHORIZED BY THE PROVIDER UNDER THE TERMS AND CONDITIONS OF THE PLAN ARE THE CUSTOMER'S EXCLUSIVE REMEDIES UNDER THE PLAN AND ARE IN LIEU OF ANY OTHER REMEDY OR REMEDIES OTHERWISE AVAILABLE.
- f. Only the Provider has any liability in respect of Provider payment requests made under the Plan except as stated in Section 3(e) above.
- g. The terms and conditions set out herein supersede and replace any and all Plans, representations, understandings, and terms and conditions whatsoever made by any party whatsoever prior to the issuance hereof to the Customer and contain the entire understanding of the Customer, and all other parties named herein, with respect to the subject matter hereof. The unenforceability of any term or condition set out herein shall not be construed to limit the enforceability of any other term or condition set out herein which shall remain enforceable. The waiver or non-enforcement by a party named herein, other than the Customer, of a right, requirement, term or condition set out herein shall not operate in law or in equity to prevent such party from later enforcing such or similar rights, requirements, terms or conditions. No changes may be made to the Plan unless approved by the Provider in writing.
- h. The Plan shall be interpreted for all purposes in accordance with the laws of the state of Tennessee.
- i. The Plan does not guarantee days or time of service. The Provider is not liable for any damages whatsoever arising out of delays, either before or after a day or time of service is agreed upon.
- j. If You receive benefits under this Plan, We will be entitled to Your rights to recover against any manufacturer, insurance company or service plan provider who may be responsible to You for Costs covered under this Plan or any payments made by Us. If We ask, You agree to cooperate with Us in any matter concerning this Plan or, to enforce Our rights.
- k. This Plan is not insurance and is not subject to states insurance laws.
- l. Purchase of this Plan is not required and is not a condition of the sale or financing of the Equipment.

l. State Notices:

If this Plan was purchased in any of the following states, the Plan is amended as indicated below for the specific state in which the Plan was purchased. The Provider of this Plan makes diligent effort to include herein the applicable state notices in effect prior to the issuance of the Plan. In cases where an applicable state notice went into effect prior to the issuance of the Plan, but such notice does not appear within the Plan, the applicable state law will take precedence over the terms and conditions of this Plan.

- a. Connecticut: Your Plan is hereby amended as follows:
 - i. Disputes clause 10(c) is amended to include the following:
In the event a dispute or complaint arises out of this Plan, YOU may file a complaint with the Connecticut Insurance Department by mail at: State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attn. Consumer Affairs. When making a complaint, include a copy of this Plan, the purchase/lease price of the Equipment, and any attempts to resolve the dispute. If the Plan Term is less than one (1) year, the Plan Term shall be automatically extended while any repairs covered under the Plan are being done and the Equipment is in the custody of an Authorized Repair Facility.
 - ii. If You return the Equipment or the Equipment is sold, lost, stolen or destroyed, You may cancel this Plan, subject to the cancellation provisions outlined herein.
- b. Georgia: Your Plan is hereby amended as follows:
 - i. Disputes clause 10(c) is deleted in its entirety. In the event a Provider payment request or dispute must be adjudicated in person, the adjudication will take place in Your County of residence.
 - ii. Cancellation clause 9(a) is hereby amended to remove the language "but the Plan purchase price is non-refundable to the extent permitted by law" and replaced with "and You shall be entitled to a pro-rata refund of the unearned purchase price."
 - iii. Cancellation clause 9(b) is hereby deleted and replaced with the following:
We can only cancel the Plan for Your failure to pay the purchase price, Your fraud, or Your material misrepresentation. 1. If We cancel the Plan, We will send written notice to you at the last known address You have given Us at least 30 days prior to cancellation. The written notice will state the effective date of the cancellation. If the Plan is cancelled for non-payment, or within 60 days of the effective date of the Plan, We will mail the notice at least 10 days prior to the cancellation; 2. Any unearned purchase price shall be refunded to or credited to You on a pro-rata basis on or before the cancellation date. Failure to refund in accordance with this provision shall make Us liable for a penalty equal to 25% of the refund and interest of 18% per annum until the refund is paid, not to exceed 50% of the refund. Failure to comply with this provision will entitle You to an additional 30 days of coverage, provided You pay the purchase price for that time. You may cancel the Plan by mailing notice to Us. Cancellation shall be effective by the later of either when the notice is received by the Provider or the date specified in the Plan.
 - iv. The Plan shall be interpreted for all purposes in accordance with the laws of the State of Georgia.
 - v. Exclusion 7.b is amended to read: The Plan does not provide coverage for any and all Failures due to pre-existing occurrences that occurred prior to the Plan start date or hours referenced on the Summary Page.
- c. Hawaii: Your Plan is hereby amended as follows:
Cancellation clause 9(a) is hereby amended to remove the language "but the Plan purchase price is non-refundable to the extent permitted by law" and to include with the following:
If you cancel and return this Plan within 30 days of mailing, or 20 days of delivery if the Plan is delivered at the time of sale and no claim has been paid, You are entitled to a full refund of the purchase price. A 10 percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after receipt of Your written notice of cancellation.
- d. Idaho:
 - i. Coverage afforded under this Plan is not guaranteed by the Idaho Insurance Guarantee Association.
 - ii. Cancellation clause 9(a) is hereby amended to add the following:
In the event You give notice of cancellation for any reason, the Plan shall terminate. A full refund, less a cancellation fee not to exceed \$50.00, will be returned if notice of cancellation is given within 30 days of the Plan purchase, and no Provider payment requests have been paid. We will provide a pro-rata refund, less a cancellation fee not to exceed \$50.00 and any Provider payment requests paid, will be given, for all other cancellation requests made within the Plan Term.
- e. Illinois: Your Plan is hereby amended as follows:
Cancellation clause 9(a) is amended to include the following:
If this Plan is cancelled within thirty (30) days of the Plan purchase date and no Provider payment request has been made, We will refund the full Plan purchase price. If the Plan is cancelled after the first thirty (30) days or a Provider payment request has been filed, the refund will be made on an amount of the Plan purchase price calculated according to the pro-rata method reflecting the lesser of the remaining days in force or the remaining hours, less an administrative fee of fifty dollar (\$50.00) or ten percent (10%) of the amount of the prorated, whichever is less. Any Provider payment request incurred or paid will be deducted from the amount of the cancellation refund.
- f. Iowa: Your Plan is hereby amended as follows:
 - i. If You have problems or questions about this Plan, You may contact the Commissioner of Insurance of the State of Iowa at (515) 242-5310, 601 Locust Street, 4th Floor, Des Moines, Iowa 50309.
 - ii. Cancellation clause 9 is amended to remove the language "but the Plan purchase price is non-refundable to the extent permitted by law." and replaced with "if you cancel the Plan within 20 days, and You have not made a claim, You are entitled to a full refund."
 - iii. Cancellation clause 9 is further amended to include:

We are primarily responsible for providing any refund to You, which You may be entitled to under this Plan. Also, a ten percent (10%) penalty will be added each month to the cancellation refund not paid to the holder within thirty (30) days of the receipt of Your written cancellation notice by Us.

g. Maine: Your Plan is hereby amended as follows:

- i. Cancellation clause 9(a) is amended to remove the language "but the Plan purchase price is non-refundable to the extent permitted by law." and replaced with the following:
If you cancel within 20 days You are entitled to a full refund of the purchase price and if you cancel after that time We will provide a pro-rata refund of the unearned purchase price to You. A monthly penalty equal to ten percent (10%) of the refund amount will be added to any refund that is not paid or credited to You within forty-five (45) days after Our receipt of a cancellation request from You."
- ii. Cancellation clause 9(b) is amended to include the following: In the event of cancellation by Us, We will provide You with notice mailed to your last known address in our records fifteen (15) days prior to cancellation that identifies both the basis for cancellation and the cancellation effective date.

h. Maryland: Your Plan is hereby amended as follows:

- i. The repair of a Failure covered under this Plan shall include the tear down and diagnosis of the defect.
- ii. Cancellation clause 9(a) is amended to remove the language "but the Plan purchase price is non-refundable to the extent permitted by law." and replaced with the following:
If you cancel within 20 days You are entitled to a full refund of the purchase price and if you cancel after that time and We will provide a pro-rata refund to You of the unearned purchase price. The Provider shall provide all refunds within forty-five (45) days of a cancellation notification. If the Provider does not provide a refund within forty-five (45) days, a ten percent (10%) of the Plan price penalty per month will be added.
- iii. If the term of the Plan is scheduled to expire during a period in which We are to provide a covered service, the term of the Plan is automatically extended until the claim has been resolved.

i. Mississippi: Your Plan is hereby amended as follows:

- i. Disputes clause 10(c) is deleted and replaced with:

IF A RESOLUTION OF THE DISPUTE IS NOT ACHIEVED THE DISPUTE SHALL BE SETTLED BY ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION IN ACCORDANCE WITH ITS COMMERCIAL ARBITRATION RULES, AND JUDGMENT ON THE AWARD RENDERED BY THE ARBITRATOR(S) MAY BE ENTERED IN ANY COURT OF HAVING JURISDICTION THEREOF. THE PARTIES UNDERSTAND THAT THEY WOULD HAVE HAD A RIGHT OR OPPORTUNITY TO LITIGATE THROUGH A COURT AND TO HAVE A JUDGE OR JURY DECIDE THEIR CASE, BUT THEY HAVE CHOSEN TO HAVE ANY DIPUTES DECIDED THROUGH ARBITRATION. RULES AND FORMS OF THE AMERICAN ARBITRATION ASSOCIATION MAY BE OBTAINED AND ALL CLAIMS SHALL BE FILED AT ANY OFFICE OF THE AMERICAN ARBITRATION AND ALL CLAIMS SHALL BE FILED AT ANY OFFICE OF THE AMERICAN ARBITRATION ASSOCIATION OR AT CORPORATE HEADQUARTERS, 1101 LAUREL OAK ROAD, SUITE 100, VORHEES, NJ 08043. TELEPHONE: (877) 495-4185; WEBSITE: www.adr.org.

- ii. Cancellation clause 9(a) is amended to remove the language "but the Plan purchase price is non-refundable to the extent permitted by law." and replaced with the following: If you cancel within 20 days You are entitled to a full refund of the purchase price and if you cancel after that time We will provide a pro-rata refund to You of the unearned purchase price. The Provider shall provide all refunds within forty-five (45) days of a cancellation notification. If the Provider does not provide a refund within forty-five (45) days, a ten percent (10%) of the Plan price penalty per month will be added.

j. Montana: Your Plan is hereby amended as follows:

Section 9 is deleted, and replaced with the following:
The Plan may be cancelled at any time by either You or Us.

k. Nebraska: Your Plan is hereby amended as follows:

Disputes clause 10(c) is amended to add:

THIS PLAN CONTAINS AN ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.

l. New York: Your Plan is hereby amended as follows:

Cancellation clause 9(a) is hereby deleted and replaced with the following:

In the event You give notice of cancellation for any reason, the Plan shall terminate and a full refund will be returned if notice of cancellation is given within 10 days of the Plan purchase, and no Provider payment requests have been paid. A ten percent (10%) penalty per month shall be added to a refund not made within thirty (30) days of the receipt of the cancellation request. To request a cancellation, submit written notification immediately to the Selling Dealer or Provider including the following: 1) the Plan number 2) Equipment serial number and 3) a signed notarized statement certifying the Equipment's current hour meter reading. Should We cancel the Plan, We will provide You with written notice of the cancellation. Notice of the cancellation will contain the effective date of the cancellation and the reason for the cancellation. Notice of cancellation will be mailed to You at Your last known address at least 15 days prior to the cancellation by Us. Prior notice of cancellation is not required for non-payment, a material misrepresentation by You, or a breach of Your substantial duties relating to the Covered Equipment.

m. North Carolina: Your Plan is hereby amended as follows:

- i. Cancellation clause 9(a) is hereby deleted and replaced with the following:
In the event You give notice of cancellation for any reason at any time after the purchase of the Plan, the Plan shall terminate and You shall receive a pro-rata refund, less any Provider payment requests paid and a reasonable administrative fee not to exceed ten percent (10%) of the pro-rata refund.
- ii. Cancellation clause 9(b) is amended to include the following: We may cancel the Plan for Your nonpayment of the purchase price or for Your direct violation of the terms of the Plan.

Oklahoma: Your Plan is hereby amended as follows:

- i. Cancellation clause 9 is amended to include the following:
In the event the covered Equipment is repossessed, declared a total loss, or You give notice of cancellation, the Plan shall terminate. If this Plan is cancelled within thirty (30) days of the Plan purchase date, We will refund the full Plan purchase price. If the Plan is cancelled after the first thirty (30) days, we will pay a pro-rata refund, less a fifty dollar (\$50.00) administrative fee or ten percent (10%) of the unearned pro-rata purchase price, whichever is less, and less Provider payment requests paid.
- ii. This is not an insurance contract. Coverage afforded under this Plan is not guaranteed by the Oklahoma Insurance Guaranty Association.

- o. Oregon: Your Plan is hereby amended as follows:
- i. Cancellation clause 9(a) is hereby deleted and replaced with the following:
In the event You give notice of cancellation for any reason, the Plan shall terminate and We will provide a pro-rata refund to You, and no Provider payment requests incurred or paid will be deducted from the amount of the refund. To request a cancellation, submit written notification immediately to the Selling Dealer or Provider including the following: 1) the Plan number 2) Equipment serial number and 3) the Equipment's current hour meter reading.
 - ii. Disputes clause 10(c) is deleted in its entirety.
 - iii. The Provider is the obligor on the Plan.
- p. Utah:
- i. This Plan is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department.
 - ii. Coverage afforded under this Plan is not guaranteed by the Property and Casualty Guarantee Association.
 - iii. Failure to give any notice or file any proof of loss required by the policy within the time specified in the policy does not invalidate a Provider payment request made by You, if You show that it was not reasonably possible to give the notice or file proof of loss within the prescribed time.
 - iv. Cancellation clause 9(a) is amended to delete "but the Plan purchase price is non-refundable to the extent permitted by law."
 - v. 9(b) is deleted and replaced with the following: If the reason for cancellation is material misrepresentation, substantial change in the risk assumed, or Your substantial breach of Your duties under this Plan we will deliver written notice of cancellation via first-class mail at least thirty (30) days prior to the effective date of the cancellation. If the reason for our cancellation is Your nonpayment of the purchase price, we will deliver written notice of cancellation via first-class mail at least ten (10) days prior to the effective date of the cancellation. We may also cancel by giving notice, via first-class mail to Your last known address, 30 days prior to the anniversary date of this Plan. This Plan is non-renewable.
 - vi. Section 10(c) is amended to add the following: ANY MATTER IN DISPUTE BETWEEN YOU AND THE COMPANY MAY BE SUBJECT TO ARBITRATION AS AN ALTERNATIVE TO COURT ACTION PURSUANT TO THE RULES OF (THE AMERICAN ARBITRATION ASSOCIATION OR OTHER RECOGNIZED ARBITRATOR), A COPY OF WHICH IS AVAILABLE ON REQUEST FROM THE COMPANY. ANY DECISION REACHED BY ARBITRATION SHALL BE BINDING UPON BOTH YOU AND THE COMPANY. THE ARBITRATION AWARD MAY INCLUDE ATTORNEY'S FEES IF ALLOWED BY STATE LAW AND MAY BE ENTERED AS A JUDGEMENT IN ANY COURT OF PROPER JURISDICTION.
 - vii. The Plan shall be interpreted for all purposes in accordance with the laws of the State of Utah.

EXTENDED SERVICE PROTECTION PLAN

MASTER PARTS SCHEDULE

CONSTRUCTION EQUIPMENT

NEW & USED EQUIPMENT

This plan provides coverage for the components listed below when a failure occurs due to a defect in material or workmanship, and may provide coverage for additional components not listed when the damage is caused by or resulting from a covered failure of a listed component.

POWERTRAIN COVERAGE

ENGINE and all internal lubricated components within

- Air Lines and Pipes
- Accessory Gears
- Camshaft
- Camshaft Bearings
- Camshaft Drive Gear
- Connecting Rods & Bearings
- Crankshaft Bearings & Gear
- Crankshaft Including Front And Rear Crankshaft Seals
- Cylinder Heads/ Head Gaskets
- Cylinder Liners
- Engine Block
- Engine Oil Cooler
- Engine Speed Controls, Linkages, and Cables
- Flywheel Housing and Gasket
- Flywheel, Ring Gear
- Front And Rear Engine Covers And Seals
- Front Damper
- Oil Pan And Gasket
- Oil Pump
- Pistons & Rings
- Pressure/Temperature Sensors & Sending Units
- Rocker Arm Assembly
- Thermostats
- Timing Gears
- Valve Cover And Gasket
- Water Pumps

Engine Components Covered after Emission Warranty

- Charge Air Cooler
- Electronic Engine Control Module
- EGR System Manifold
- Injection Pumps (Mech. Elec. & Common Rail) and Gaskets
- Injectors
- Intake and Exhaust Manifold And Gaskets
- Turbocharger And Gasket

Hybrid Drive (if applicable)

- Generator
- Inverter
- Motor

Full Electric Units (Travel and Hydraulic Functions Only)

*Batteries** (coverage applies to "new" equipment classifications only and is limited to 5 yrs from original machine base warranty start date, or 8,000 total hrs, whichever occurs first)*

- DC/DC Converter
- Electric Motors (Hydraulic Pumps)
- Electric Motors (Propel Function)
- Fuse/Breaker Boxes
- Inverters
- Onboard Charger

This plan excludes coverage for any failure to any component caused by or resulting from the failure of a component not listed as a covered component, including any resulting damage to a listed component. See the Terms and Conditions document for complete plan details.

TRANSMISSIONS/AXLES/HYDROSTATICS

- Actuators, Controllers, and Sensors (Drive and Swing Function Only)
- Axle Housing includes internal parts
- Clutch Housing includes internal parts except dry disk
- Differential Housings includes internal parts
- Counter Shaft Clutch
- Drive Shaft Support Bearing
- Drive Shaft with Universal Joints
- Electric Final Drive Motors
- Electronic Transmission Controller and Valve
- Enclosed Oil Immersed Chains and Sprockets
- Final Drive/ Planetary Gear Set
- Front Wheel Drive Sensors
- Hydraulic Drive / Travel Motor
- Hydraulic Drive Pump
- Hydraulic Transmission-Control Valve
- Hydrostatic Motor
- Hydrostatic Transmission Charge Pump
- Hydrostatic Transmission Pump
- Hydrostatic/Hydraulic Pump Drives
- Internal Lubricated Clutch Housings
- Internal Transmission Control Linkage
- Internal Wet Service Brakes
- IPTO Clutch Housing (Scraper Tractors Only)
- MFWD Axle/Differential Assembly including Driveshaft and U Joint
- Rotary Electric Manifold (Wheeled Excavators Only)
- Rotary Hydraulic Manifold
- Splitter Drive/Drop Box
- Swing Motor And Swing Gear Box includes internal parts
- Torque Converter
- Torque Converter Pump
- Transfer Drive
- Transmission Case includes internal parts except dry clutch disk
- Transmission Cooler
- Transmission Pump
- Travel & Swing Sections (only) Of Main Control Valve
- Travel Control Valve
- Turntable Bearing
- Wet Service Brakes
- Wet Steering Brakes and Clutches
- ... and all internally lubricated parts within the above systems

POWERTRAIN PLUS HYDRAULIC COVERAGE

All components listed under Powertrain, plus:

- Actuators, Controllers, and Sensors (Hydraulic Functions Only)
- Accumulator And Related Relief Valve
- Brake Accumulator
- Brake Pressure Sensor
- Brake Pump, Brake Valve
- Differential Lock Valve
- Fan Pumps And Motors
- Hydraulic Cylinders
- Hydraulic Hoses and Piping
- Hydraulic Motors

- Hydraulic Motors
- Hydraulic Oil Filter Base
- Hydraulic Oil Coolers
- Hydraulic Pumps
- Hydraulic Reservoir
- Hydraulic Valves
- Pilot Control
- Pressure Reducing Valves
- Unloading Valves

This plan excludes coverage for any failure to any component caused by or resulting from the failure of a component not listed as a covered component, including any resulting damage to a listed component. See the Terms and Conditions document for complete plan details.

EXHIBIT C
SUMMARY OF PAYMENTS

Payment Schedule

<u>Lease Maturity Date</u>	<u>Number of Units</u>	<u>Total Purchase Price</u> ¹	<u>Payment Date</u>
March 21, 2024	15	\$1,096,141.95 ²	March 21, 2024
May 21, 2024	27	\$1,973,055.24 ³	May 21, 2024
June 21, 2024	24	<u>\$1,753,827.36</u> ⁴	June 21, 2024
Total	66	\$4,823,024.55	

Notes:

1. Purchase price includes extended warranty for 60 months/4,000 additional hours, whichever comes first, at \$9,870.00 each.
2. Unit cost at \$63,206.13 each.
3. Unit cost at \$63,206.12 each.
4. Unit cost at \$63,206.14 each.

EXHIBIT D
SECRETARY OF STATE
CERTIFICATE OF GOOD STANDING

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that UNITED CONSTRUCTION & FORESTRY, LLC is a Maine Limited Liability Company registered to transact business in New Hampshire on July 08, 2021. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **875731**

Certificate Number: **0006359877**



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 18th day of December A.D. 2023.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan
Secretary of State

EXHIBIT E
CERTIFICATE OF VOTE

UNANIMOUS WRITTEN CONSENT
OF THE MANAGERS OF
UNITED CONSTRUCTION & FORESTRY, LLC

A Maine Limited Liability Corporation

The undersigned, being all of the Managers of United Construction & Forestry, LLC, a Maine limited liability company (the "Company"), do hereby unanimously consent to and adopt the following as the actions:

WHEREAS, the Managers desire to authorize officers to submit bids and execute contracts and bonds in the name and behalf of the Company;

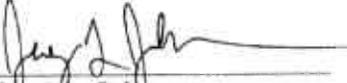
NOW, THEREFORE, BE IT RESOLVED: that Kirk Fernandez, Jeremy Johnson, Michael DeMartin, Mark Kuhn, and Eric Driscoll are authorized to submit bids and execute contracts and bonds in the name and on behalf of the Company.

RESOLVED, that an executed copy of this Written Consent shall be inserted into the Minute Book of the Corporation.

IN WITNESS WHEREOF, the undersigned has executed this Written Consent, effective as of 1-2-2024.



Kirk Fernandez



Jeremy Johnson

EXHIBIT F
CERTIFICATE OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/19/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER FEDERATED MUTUAL INSURANCE COMPANY HOME OFFICE: P.O. BOX 328 OWATONNA, MN 55060	CONTACT NAME: CLIENT CONTACT CENTER PHONE (A/C, No, Ext): 888-333-4949 FAX (A/C, No): 507-446-4664 E-MAIL ADDRESS: CLIENTCONTACTCENTER@FEDINS.COM
	INSURERS AFFORDING COVERAGE INSURER A: FEDERATED MUTUAL INSURANCE COMPANY NAIC # 13935 INSURER B: FEDERATED SERVICE INSURANCE COMPANY 28304 INSURER C: INSURER D: INSURER E: INSURER F:
INSURED 155-693-5 UNITED CONSTRUCTION & FORESTRY LLC, UNITED AG & TURF NE, LLC 51 US ROUTE 1 STE G SCARBOROUGH, ME 04074-7145	

COVERAGES

CERTIFICATE NUMBER: 594

REVISION NUMBER: 0

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	N	9815485	05/03/2023	05/03/2024	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS & COMPIOP AGG \$2,000,000	
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	N	9815485	05/03/2023	05/03/2024	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per Person) BODILY INJURY (Per Accident) PROPERTY DAMAGE (Per Accident)	
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION	N	N	9815489	05/03/2023	05/03/2024	EACH OCCURRENCE \$10,000,000 AGGREGATE	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	N	1805444	05/03/2023	05/03/2024	PER STATUTE OTHER E.L EACH ACCIDENT E.L DISEASE EA EMPLOYEE E.L DISEASE POLICY LIMIT

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

POLICY COVERAGE AS OF 12/18/2023

WORKER'S COMPENSATION COVERAGE IS PROVIDED FOR THE FOLLOWING STATES: CO CT MA ME NH NY RI TX VT WI

ALL MEMBERS LLC ARE EXCLUDED FOR WORKERS COMPENSATION

CERTIFICATE HOLDER

 155-693-5
 STATE OF NEW HAMPSHIRE ADMINISTRATIVE SERVICES
 BUREAU OF PURCHASE AND PROPERTY
 25 CAPITOL ST RM 102
 CONCORD, NH 03301-6312

594 0

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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