



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

PURCHASER NAME AND ADDRESS			
NAME (First, Middle, Last) <i>(First Signer)</i> Grantsville City Corp			
(SECOND LINE OF OWNER NAME)			
STREET or RR 429 E Main Street			
CITY Grantsville	STATE UT	ZIP CODE 84029	COUNTY Tooele
PHONE NUMBER 435-884-3775	EMAIL ADDRESS		
NAME (First, Middle, Last) <i>(Second Signer)</i>			
STREET or RR			
CITY	STATE	ZIP CODE	COUNTY
PHONE NUMBER	EMAIL ADDRESS		

SELLER NAME AND ADDRESS	
Honnen Equipment Co. 4055 South 500 West Salt Lake City, UT 84123 (801) 262-7441 Fax (801) 261-1857	Dealer Account No.: 170501
Date of Order: Jan-9-2014	
Dealer Order No.:	TYPE OF SALE: <input type="checkbox"/> CASH <input checked="" type="checkbox"/> LEASE <input type="checkbox"/> TIME SALE
PURCHASER TYPE: M	MARKET USE CODE: Other
Add customer to Mailing List (Check One or More) <input type="checkbox"/> Construction <input type="checkbox"/> Utility <input type="checkbox"/> Forestry <input type="checkbox"/> Government	
PURCHASER IS: <input type="checkbox"/> Business <input type="checkbox"/> Individual	Purchaser Acct.: 104253
<input type="checkbox"/> SOCIAL SECURITY <input type="checkbox"/> IRS TAX ID NO <input type="checkbox"/> EIN	
NO.:	Sales Tax Exempt #

EXTENDED WARRANTY IS: <input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Rejected _____ (Initials)	LOCATION OF FIRST WORKING USE: County Tooele City Grantsville	STATE UT	COUNTY CODE Tooele
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QTY	NEW	DEMO	RENT	USED	EQUIPMENT (Model, Size, Description)	Hrs of Use	Stock ID #	Pin or Serial Number	Delivered Cash Price
1	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	John Deere 310SK Backhoe Loader, new 2014 model, John Deere PowerTech Plus (PowerTech PWX) 4.5L (276 Cu.In.) Engine Meets IT4 and Stage IIIB Emissions (97 Net Peak hp); JDLINK Ultimate Cellular for the Americas, excluding Costa Rica; English Decals with English Operator and Safety Manuals; Mechanical Front Wheel Drive (MFWD) with Limited Slip Differential and 5F/3R Powershift Transmission; Firestone 19.5L - 24 In. 10 PR (R4) Tubeless Rear 12.5/80 - 18 In. 12 PR Traction Front Sure Grip Lug Tires; Ultimate Cab with Dual Doors and Air Conditioning; Dual Batteries, 300 Minute Reserve Capacity (1900 CCA); Extendible Dipperstick and Auxiliary Hydraulics; Pilot Controls, Two Lever, with Pattern Selection; 24 (610 mm) Wide, Heavy-Duty, 7.5 Cu. Ft. (0.21 Cu. M.) Capacity Bucket; New Series Multi-Brand Quick Coupler; Two-Function Loader Hydraulics, Single Lever; 1250 Lb. (567 kg) Front Counterweight; 1.3 Cu. Yd. (1.0 Cu. M.) 92 in. (2.34 m) wide	1	46090	1T0310SKCEE257673	\$84,543.00
1. TOTAL CASH PRICE									\$84,543.00

QTY	TRADE-IN (Model, Size, Description)	Hrs of Use	Pin or Serial Number	AMOUNT	
1	12 Month / 400 Hour lease through John Deere Financial			\$0.00	
1	Annual Lease Payment of \$6,950.00 Due in Advance				
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 Equipment, as a "trade-in" to be applied against the cash price. Purchaser represents that each "trade-in" item shall be free and clear of all security interests, liens, and encumbrances at the time of transfer to the Dealer except to the extent shown below. The price to be allowed for each "trade-in" item is listed on this document. The Purchaser promises to pay the balance due (line 9) shown hereon in cash, or to execute a Time Sale Agreement (Retail Installment Contract), or a Loan Agreement for the purchase price of the Equipment, plus additional charges shown thereon, or to execute a Lease Agreement, on or before delivery of the equipment ordered herein. Despite delivery of the Equipment to the Purchaser, title shall remain with the seller until one of the foregoing is accomplished. The Purchaser and the Dealer agree that this Purchase Order is not a security agreement and that delivery of the Equipment to the Purchaser pursuant to this Purchase Order will not constitute possession of the Equipment by the Purchaser, as a debtor, for the purposes of the purchase money security provisions in any statutes relating to personal property security or its equivalent. Purchaser understands that its rights in connection with this purchase are limited as set forth in this Purchase Order.				2. TOTAL TRADE-IN ALLOWANCE	\$0.00
				3. BALANCE (1-2)	\$84,543.00
				4. RENTAL APPLIED	
				5. SUBTOTAL (3-4)	\$84,543.00
				6. SALES TAX RATE 0.00%	\$0.00
				7. ADDITIONAL FEES	\$0.00
				8. CASH WITH ORDER	\$0.00
				9. BALANCE DUE (5+6+7-8)	\$84,543.00
WARRANTY: Manufacturers 12 Month Basic Warranty. Extended Powertrain + Hydraulics for 24 Months or 1,000 Hours.					

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

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

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

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

Purchaser (First Signer) Brent Marshall Signature Brent Marshall Date 3-12-14

Purchaser (Second Signer) Sherrie Broadbent Signature Sherrie Broadbent Date 3-13-14

Dealer Representative _____ Signature _____ Date _____

Salesperson PATRICK WELLS Signature Patrick S. Wells Date 3/11/14

DELIVERY ACKNOWLEDGMENT	Delivered with Operator's Manual On: <input checked="" type="checkbox"/>	Customer Signature: <u>Sherrie Broadbent</u>
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JOHN DEERE FINANCIAL

Master Fixed Term Rental Agreement

		Agreement No.	0062940
Renter:	GRANTSVILLE CITY 429 E MAIN ST., GRANTSVILLE, UT 84029		
Owner:	DEERE CREDIT, INC. 6400 NW 86 TH ST, PO BOX 6600, JOHNSTON, IA 50131-6600		
This Master Fixed Term Rental Agreement ("Master Agreement") is entered into between Deere Credit, Inc., as Owner ("we", "us" or "our"), and the Renter and any Co-Renter identified below ("you" or "your"). "Schedule" shall mean any Fixed Term Rental Schedule signed by you and us, which incorporates the terms of this Master Agreement. "Rental" shall mean this Master Agreement and any Schedule.			

TERMS AND CONDITIONS

- Rental Term; Payments.** You agree to rent from us the property ("Equipment") described in each Schedule for the entire Rental Term. The Rental Term will begin on the Rental Term Start Date and end on the Rental Term End Date. All attachments and accessories itemized on the Schedule and all replacements, parts and repairs to the Equipment shall form part of the Equipment. A Schedule is not accepted by us until we sign it, even if you have made a payment to us. You agree to remit to us the Rental Payments indicated in the Schedule and all other amounts when due and payable each Billing Period, even if we do not send you a bill or an invoice. **YOUR PAYMENT OBLIGATIONS ARE ABSOLUTE AND UNCONDITIONAL, AND ARE NOT SUBJECT TO CANCELLATION, REDUCTION OR SETOFF FOR ANY REASON WHATSOEVER.** For any payment which is not received by its due date, you agree to pay a late charge equal to 5% of the past due amount (not to exceed the maximum amount permitted by law) as reasonable collection costs, plus interest from the due date until paid at a rate of 1.5% per month, but in no event more than the maximum lawful rate. Restrictive endorsements on checks you send us will not change or reduce your obligations to us. To the extent permitted by law, you intend to remit to us all Rental Payments and other payments for the full Rental Term if funds are legally available. Notwithstanding anything to the contrary set forth herein, in the event you are not granted an appropriation of funds at any time during the Rental Term for the Equipment or for equipment which is functionally similar to the Equipment and operating funds are not otherwise available to you to remit Rental Payments and other payments due and to become due under the Rental, and there is no other legal procedure or available funds by or with which payment can be made to us, and the non-appropriation did not result from an act or omission by you, you shall have the right to return the Equipment in accordance with Section 9 of this Master Agreement and terminate the Rental on the last day of the fiscal period for which appropriations were received without penalty or expense to you, except as to the portion of the Rental Payments for which funds shall have been appropriated and budgeted. At least thirty (30) days prior to the end of your fiscal period, your chief executive officer (or legal counsel) shall certify in writing that (a) funds have not been appropriated for the fiscal period, (b) such non-appropriation did not result from any act or failure to act by you, and (c) you have exhausted all funds legally available to pay Rental Payments. If you terminate the Rental because of a non-appropriation of funds, you may not, to the extent permitted by applicable law, purchase, lease, or rent, during the subsequent fiscal period, equipment performing the same functions as, or functions taking the place of, those performed by the Equipment. This Section 1 shall not permit you to terminate the Rental in order to acquire any other equipment or to allocate funds directly or indirectly to perform essentially the application for which the Equipment is intended. **The Rental Term is a fixed unconditional term which may be renewed as provided for herein but may not be terminated for any reason other than due to a non-appropriation of funds, in which case the provisions of Section 8 shall not apply.**
- Security Deposit.** If the Schedule provides for a Security Deposit, the Security Deposit will be held by us in a non-interest bearing account, commingled with other funds. We may apply the Security Deposit to any amounts due under the Rental and, if we do so, you agree to promptly remit to us the amount necessary to restore the Security Deposit to the original amount. The Security Deposit will be returned to you within thirty days of termination of a Schedule and final inspection by us, provided you are not in default.
- Taxes.** Although you may be exempt from the payment of certain taxes, you agree to pay us when invoiced (a) all sales, use, rental, gross receipts and all other taxes which may be imposed on the Equipment or its use, and (b) all taxes and governmental charges associated with the ownership, use or possession of the Equipment including, but not limited to, personal property and ad valorem taxes ("Taxes"). Taxes do not include those measured by our net income. If applicable law requires tax returns or reports to be filed by you, you agree to promptly file such tax returns and reports and deliver copies to us. You agree to keep and make available to us all tax returns and reports for taxes paid by you.
- Security Interest; Missing Information.** We are the owner of the Equipment and you have the right to use the Equipment under the terms of the Rental. If a Schedule is deemed to be a secured transaction and not a lease, you (a) grant us and our affiliates a security interest in the Equipment (and all proceeds) to secure all of your obligations under the Rental and any other obligations, which you may have, to us or any of our affiliates, and (b) authorize us to file financing statements naming you as debtor. You agree to keep the Equipment free and clear of liens and encumbrances, except those in our favor, and promptly notify us if a lien or encumbrance is placed or threatened against the Equipment. You irrevocably authorize us, at any time, to (a) insert or correct information on the Rental, including your correct legal name, serial numbers and Equipment descriptions; (b) submit notices and proofs of loss for any required insurance; and (c) endorse your name on remittances for insurance and Equipment sale or rental proceeds. You agree that we can access any information regarding the location, maintenance, operation and condition of the Equipment, and you irrevocably authorize anyone in possession of such information to provide all of that information to us upon our request. You also agree to not disable or otherwise interfere with any information-gathering or transmission device within or attached to the Equipment.
- Equipment Maintenance, Operation and Use.** You agree to (a) USE THE EQUIPMENT ONLY FOR AGRICULTURAL, BUSINESS OR COMMERCIAL PURPOSES AND NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES; (b) not move the Equipment to another county or state without notifying us within 30 days; (c) operate and maintain the Equipment in accordance with all (1) laws, ordinances and regulations, (2) manuals and other instructions issued by the manufacturer(s) and supplier(s), and (3) insurance policy terms and requirements; (d) perform (at your own expense) all maintenance and repairs necessary to keep the Equipment in as good a condition as when delivered to you, reasonable wear excepted; (e) not install any accessory or device on the Equipment which affects the value, useful life or the originally intended function or use of the Equipment in any way, unless it can be removed without damaging the Equipment; (f) allow us and our agent(s) to inspect the Equipment and all of your records related to its use, maintenance and repair, at any reasonable time; (g) keep any metering device installed on the Equipment connected and in good working condition at all times; (h) affix and maintain, in a prominent place on the Equipment, any labels, plates or other markings we may provide to you; and (i) not permit the Equipment to be used by, or to be in the possession of, anyone other than you or your employees.
- Insurance.** You agree, at your cost, to (a) keep the Equipment insured against all risks of physical damage for no less than its Termination Value (as such term is defined in Section 7 below), naming us (and our successors and assigns) as sole loss payee; and (b) maintain public liability insurance, covering personal injury and property damage for not less than \$1,000,000 per occurrence, naming us (and our successors and assigns) as additional insured. All insurance must be with companies and policies acceptable to us. Your obligation to insure the Equipment continues until you return the Equipment to us and we accept it. Each insurance policy must provide that (a) our interest in the policy will not be invalidated by any act, omission, breach or neglect of anyone other than us; and (b) the insurer will give us at least 30 days' prior written notice before any cancellation of, or material change to, the policy.

Unless you provide us with evidence of the required insurance coverages, we may purchase insurance, at your expense, to protect our interests in the Equipment. This insurance may not (1) protect your interests; or (2) pay any claim that you make or any claim that is made against you in connection with the Equipment. You may later cancel any insurance purchased by us, but only after providing us with evidence that you have obtained the insurance required by the Rental. The cost of the insurance may be more than the cost of insurance you may be able to obtain on your own.

ADDITIONAL TERMS AND CONDITIONS OF MASTER FIXED TERM RENTAL AGREEMENT

7. **Loss or Damage.** Until the Equipment is returned to us in satisfactory condition, you are responsible for all risk of loss, damage, theft, destruction or seizure of the Equipment (an "Event of Loss"). You must promptly notify us of any Event of Loss. If the Equipment can be repaired or replaced, you agree to promptly repair or replace the Equipment, at your cost, and the terms of the Rental will continue to apply. If the Equipment cannot be repaired or replaced, you agree to pay us, within 10 days of the Event of Loss, its Termination Value as of the day before such Event of Loss occurred. Upon receipt of the Termination Value, we will transfer to you (or the insurance company) all of our right, title and interest in such item(s) of Equipment (each, an "Item") AS-IS, WHERE-IS, WITHOUT ANY WARRANTY AS TO CONDITION OR VALUE. All insurance proceeds must be paid directly to us, and we may apply any excess insurance proceeds to any other amounts you owe us or any of our affiliates. "Termination Value" for any Item shall be the net book value calculated as the sum of (1) all Rental Payments and any other amounts then due and payable to us; plus (2) the present value of all remaining Rental Payments and other amounts, discounted at the Internal Rate of Return or, if a discount rate is set forth in the applicable Schedule, such discount rate (the "Discount Rate"); plus (3) the cost to repair and refurbish the Item so that it is in satisfactory condition in accordance with Section 9; plus (4) the present value of the Purchase Option Price (or, if there is no Purchase Option Price, the residual value that we assumed in calculating Rental Payments), discounted at the Discount Rate. "Internal Rate of Return" shall be calculated using standard finance techniques with the Equipment Cost, Rental Payments, Rental Term and Purchase Option Price (or residual value assumption) as the variables.
8. **Early Payoff/Purchase.** In the event you desire to purchase an item of Equipment, are not in default, and request a termination of a Schedule before the expiration of its Rental Term, you agree to pay us the Termination Value for each item of Equipment. Upon receipt of the Termination Value, we will transfer to you all of our right, title and interest in such item of Equipment.
9. **Return of Equipment.** If a Schedule is terminated for any reason and you do not (a) return the Equipment to us, (b) exercise any Purchase Option, or (c) exercise any Renewal Option, you agree to remit to us, until such time as the Equipment is returned to us in accordance with the provisions of this Section, rental payments each month equal to the higher of (i) the monthly fair market rental value of the Equipment, as determined by us in our sole discretion, or (ii) the monthly Rental Payment set forth in the Schedule (or the monthly rental payment equivalent if the Rental Payments are other than monthly (e.g., for annual Rental Payments, the monthly rental payment equivalent would be calculated by dividing the annual Rental Payment by 12)). All Equipment must be returned to the nearest John Deere dealer that sells equipment substantially similar to the Equipment, at your expense and in satisfactory condition, along with all use, maintenance and repair records. Equipment is in satisfactory condition if it is in as good a condition as when the Equipment was delivered to you, reasonable wear excepted, and conforms to the standards of any Equipment Return Provisions incorporated into the Rental.
10. **Default.** You will be in default if: (a) you fail to remit to us any Rental Payment or other payment when due; (b) you breach any other provision of the Rental and fail to cure such breach within 10 days; (c) you remove any Equipment from the United States; (d) a petition is filed by or against you or any guarantor under any bankruptcy or insolvency law; (e) a default occurs under any other agreement between you (or any of your affiliates) and us (or any of our affiliates); (f) you or any guarantor is acquired by, merges with or consolidates into another entity, sells substantially all its assets, dissolves or terminates its existence, or (if an individual) dies; or (g) you fail to maintain the insurance required by Section 6. Time is of the essence under the Rental.
11. **Remedies.** If a default occurs, we may, to extent permitted by applicable law, do one or more of the following: (a) require you to return the Equipment in the manner outlined in Section 9, or take possession of the Equipment; (b) recover from you, AS LIQUIDATED DAMAGES FOR LOSS OF BARGAIN AND NOT AS A PENALTY (i) if the Equipment is returned and the Rental is deemed to be a lease and not a secured transaction in our sole discretion, the sum of (1) all Rental Payments and any other amounts then due and payable to us; (2) the present value of all remaining Rental Payments and other amounts, discounted at the Discount Rate; (3) the cost to repair and refurbish the item of Equipment so that it is in satisfactory condition in accordance with Section 9 and (4) unamortized amount of our initial direct costs of originating and administering the applicable Schedule (ii) if the Equipment is returned to us and the Rental is deemed to be a secured transaction and not a rental in our sole discretion, the difference between (1) the Termination Value as of the date of such default; and (2) the net proceeds we receive from any sale, rent or other disposition of the Equipment (after deducting all of our costs and expenses) or (iii) if the Equipment is not returned to us, the Termination Value as of the date of such default; (c) declare any other agreements between you and us (or any of our affiliates) in default; (d) terminate any of your rights (but none of your obligations) under any Rental and any other agreement between you and us (or any of our affiliates); (e) charge you for the expenses incurred in connection with the enforcement of our remedies including, without limitation, repossession, repair and collection costs, attorneys' fees and court costs; (f) exercise any other remedy available at law or in equity; and (g) take on your behalf (at your expense) any action required by the Rental which you fail to take. These remedies are cumulative, are in addition to any other remedies provided by law, and may be exercised concurrently or separately. Any failure or delay by us to exercise any right shall not operate as a waiver of any other right or future right.
12. **Assignment.** You will not assign, pledge or otherwise transfer any of your rights or interests in the Rental or any Equipment without our prior written consent. Any assignment without our consent will be void. The Rental shall be binding upon any successor or permitted assignee. We may assign the Rental or our interest in the Equipment at any time without notice to you and without your consent. We may provide information about you to any prospective assignee or participant. You agree not to assert against our assignee any claims, offsets or defenses which you may have against us.
13. **Indemnity.** You are responsible for all losses, damage, claims, injuries to or the death of an individual, and attorneys' fees and costs ("Claims"), incurred or asserted by any person, in any manner related to the Equipment or the rental thereof, including its use, condition or possession. You agree to defend and indemnify us, and hold us harmless, against all Claims, although we reserve the right to control the defense and to select or approve defense counsel. You will promptly notify us of all Claims made. Your liability under this Section is not limited to the amounts of insurance required under the Rental. This indemnity continues beyond the termination of a Schedule, for acts or omissions, which occurred during the Rental Term.
14. **Representations and Warranties.** You represent and warrant to us, as of the date of this Master Agreement and of each Schedule, and covenant to us so long as the Rental is in effect, that: (a) you are a State, or a political subdivision thereof, for purposes of Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"); (b) any documents required to be delivered in connection with the Rental (collectively, the "Documents") have been duly authorized by you in accordance with all applicable laws, rules, ordinances, and regulations; (c) the Documents are valid, legal, binding agreements, enforceable in accordance with their terms and the person(s) signing the Documents have the authority to do so, are acting with the full authorization of your governing body, and hold the offices indicated below their signatures; (d) the Equipment is essential to the immediate performance of a governmental or proprietary function by you within the scope of your authority and shall be used during the Rental Term only by you and only to perform such function; (e) you intend to use the Equipment for the entire Rental Term and shall take all necessary action to include in your annual budget any funds required to fulfill your obligations each fiscal period during the Rental Term; (f) you have complied fully with all applicable law governing open meetings, public bidding and appropriations, required in connection with the Rental and the debt under applicable state law; (g) your obligations to remit Rental Payments and other amounts due and to become due under the Rental constitute a current expense and not a debt under applicable state law; and (h) all financial information you have provided is true and a reasonable representation of your financial condition.
15. **Governing Law; Jurisdiction; Venue.** EACH RENTAL WILL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE WHERE YOU ARE ORGANIZED. TO THE EXTENT PERMITTED BY LAW, YOU AND WE IRREVOCABLY WAIVE ANY RIGHT YOU AND WE MAY HAVE TO A JURY TRIAL.

ADDITIONAL TERMS AND CONDITIONS OF MASTER FIXED TERM RENTAL AGREEMENT

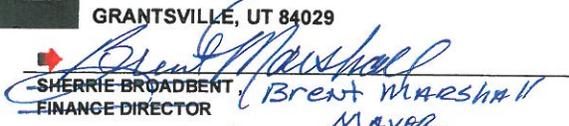
16. **Miscellaneous.** WE HAVE NOT MADE, AND DO NOT MAKE, ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE EQUIPMENT'S MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, OR OTHERWISE. WE ARE NOT LIABLE FOR CONSEQUENTIAL OR SPECIAL DAMAGES. You acknowledge that no supplier or dealer of the Equipment is an agent of ours, or authorized to act for or bind us. You agree not to withhold any amount you owe us if you believe you have a claim against us, or any Equipment supplier(s) or manufacturer(s), but to pursue that claim independently. Any claim you have against us must be made within two years after the event that caused it. All notices must be in writing and will be deemed given 5 days after mailing to the intended recipient at its address indicated above, unless changed by a notice given in accordance with this Section. Each Rental supersedes and replaces all prior understandings and communications (oral or written) concerning the subject matter thereof. Except as otherwise provided in Section 11(d), no part of any Rental can be amended, waived or terminated except by a writing signed by both you and us. Any part of this Master Agreement may be signed in separate counterparts that, together, will constitute one document. If a court finds any part of this Master Agreement to be invalid or unenforceable, the remainder of this Master Agreement will remain in effect. You permit us to monitor and record telephone conversations between you and us.

By providing any telephone number, including a mobile phone number, to us, any of our affiliates or any debt collectors we retain, we, such affiliates and such retained debt collectors can contact you using that number, including calls using an automatic dialing and announcing device and prerecorded calls, and that such calls are not "unsolicited" under state or federal law. All of our rights under each Rental shall remain in effect after the expiration of the Rental Term or termination of the Schedule.

17. **Non-Appropriation of Funds.** You intend to remit to us all Lease Payments and other payments for the full Lease Term if funds are legally available. In the event you are not granted an appropriation of funds at any time during the Lease Term for the Equipment or for equipment which is functionally similar to the Equipment and operating funds are not otherwise available to you to remit Lease Payments and other payments due and to become due under the Lease, and there is no other legal procedure or available funds by or with which payment can be made to us, and the non-appropriation did not result from an act or omission by you, you shall have the right to return the Equipment in accordance with Section 9 of this Master Agreement and terminate the Lease on the last day of the fiscal period for which appropriations were received without penalty or expense to you, except as to the portion of the Lease Payments for which funds shall have been appropriated and budgeted. At least thirty (30) days prior to the end of your fiscal period, your chief executive officer (or legal counsel) shall certify in writing that (a) funds have not been appropriated for the fiscal period, (b) such non-appropriation did not result from any act or failure to act by you, and (c) you have exhausted all funds legally available to pay Lease Payments. If you terminate the Lease because of a non-appropriation of funds, you may not, to the extent permitted by applicable law, purchase, lease, or rent, during the subsequent fiscal period, equipment performing the same functions as, or functions taking the place of, those performed by the Equipment. This Section 17 shall not permit you to terminate the Lease in order to acquire any other equipment or to allocate funds directly or indirectly to perform essentially the application for which the Equipment is intended.

If you terminate the Lease because of a non-appropriation of funds, the provisions of Section 8 shall not apply.

THE TERMS OF THIS MASTER AGREEMENT SHOULD BE READ CAREFULLY BEFORE SIGNING BECAUSE ONLY THESE WRITTEN TERMS ARE ENFORCEABLE NO OTHER TERMS OR ORAL PROMISES MAY BE LEGALLY ENFORCED. BY SIGNING THIS MASTER AGREEMENT, YOU AGREE TO THE TERMS ON BOTH PAGES 1 AND 2. THIS MASTER AGREEMENT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN YOU AND US, EXCEPT AS WE MAY LATER AGREE IN WRITING TO MODIFY IT.

<p>RENTER GRANTSVILLE CITY 429 E MAIN ST GRANTSVILLE, UT 84029</p> <p>By:  SHERRIE BROADBENT FINANCE DIRECTOR</p> <p>Date:  3-12-14 Mayor</p>	<p>OWNER DEERE CREDIT, INC. 6400 NW 86th ST, PO BOX 6600 JOHNSTON, IA 50131-6600</p> <p>By: _____</p> <p>Date: _____</p>
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JOHN DEERE FINANCIAL

Fixed Term Rental Schedule

Fixed Term Rental Schedule No.	030-0062940-000
Master Fixed Term Rental Agreement No.	0062940

Renter: (Name & Address)	GRANTSVILLE CITY 429 E MAIN ST., GRANTSVILLE, UT 84029
Owner:	DEERE CREDIT, INC. 6400 NW 86 th ST, PO BOX 6600, JOHNSTON, IA 50131-6600

RENTAL TERM

Rental Term Start Date	Rental Term End Date	# Of Payments	Rental Payment	*Sales/Use Tax	Total Rental Payment
03/11/2014	03/11/2015	1	\$6,950.00	\$0.00	\$6,950.00

*If part of the regular scheduled rental payment

PAYMENT TERMS

PAYMENT DUE AT SIGNING

Due Date	1 st Payment Due Date	Discount Rate	Advance Rental Payment**	
11	03/11/2014	Internal Rate of Return minus 2 percent (2%)		\$6,950.00
Billing Period	Irregular Payments		Origination Fee	\$0.00
<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Semi-Annual <input type="checkbox"/> Annual <input type="checkbox"/> Irregular			Security Deposit	\$0.00
			Total Due At Signing	\$6,950.00
				**Advance Rental Payment includes the first (1) and last (0) Rental Payment(s)

"Master Agreement" shall mean the above referenced Master Fixed Term Rental Agreement. "Schedule" shall mean this Fixed Term Rental Schedule. "Rental" shall mean this Schedule and the Master Agreement. All of the terms and conditions set forth in the Master Agreement and any amendment, addendum, schedule or attachment thereto or hereto including, but not limited to, the Equipment Return Provisions are hereby incorporated into and made a part of this Schedule.

Rental Payments. You agree to remit the Rental Payments (and applicable sales, use and property taxes) on the dates noted above and all other amounts when due to: DEERE CREDIT, INC., P.O. Box 4450, Carol Stream, IL 60197-4450.

Hourly Charges. You certify that the hour meter reading on each item of Equipment is accurate as of the date you sign this Schedule. If you use any Equipment during the Rental Term for more than the Hourly Limit indicated above for that item of Equipment, you will pay to us within 10 days of the Rental Term End Date (or any earlier termination of the Rental) an amount equal to the Excess Hour Charge for that item of Equipment for each hour in excess of the Hourly Limit. If the Rental is terminated, cancelled or extended for any reason, the Hourly Limit will be prorated by us in our sole discretion.

Representations and Warranties. You represent and warrant to us, as of the date you signed this Schedule, that (1) the Equipment was selected by you; (2) the Equipment (including all manufacturer manuals and instructions) has been delivered to, and examined by, you; (3) the safe operation and the proper servicing of the Equipment were explained to you; (4) you received the written warranty applicable to the Equipment and understand that your rights under the written warranty may be limited; (5) the Equipment is unconditionally and irrevocably accepted by you as being suitable for its intended use; (6) the Equipment is in good condition and repair (operating and otherwise); (7) the Equipment shall be used only for the purpose indicated herein; (8) except as disclosed to us, neither you nor any person related to you will have an equity interest in the Equipment on the Rental Term Start Date; and (9) all information provided to us by you is true and correct.

You acknowledge and agree that: (1) we did not select, manufacture or supply any of the Equipment; (2) we acquired the Equipment at your direction; (3) you selected the supplier of the Equipment; (4) you are entitled to all manufacturer warranties ("Warranty Rights") and we assign all Warranty Rights to you, to the extent assignable; (5) you may request an accurate and complete statement of the Warranty Rights, including any disclaimers and limitations, directly from the manufacturer; and (6) you assign to us all your rights (but none of your obligations) under all purchase orders, purchase agreements or similar documents relating to the Equipment. You waive all rights and remedies conferred upon a renter under Sections 508 - 522 of Article 2A of the Uniform Commercial Code.

Rental Payments may be based on the assumption that we will be entitled to certain tax benefits as the owner of the Equipment. If you take or fail to take any action that results in a loss of such tax benefits, you will pay us, on demand, the amount we calculate as the value of such lost tax benefits.

Miscellaneous. You agree that we can access any information regarding the location, maintenance, operation and condition of the Equipment, and you irrevocably authorize anyone in possession of such information to provide all of that information to us upon our request. You also agree to not disable or otherwise interfere with any information-gathering or transmission device within or attached to the Equipment. You permit us to monitor and record telephone conversations between you and us. By providing any telephone number, including a mobile phone number, to us, any of our affiliates or any debt collectors we retain, we, such affiliates and such retained debt collectors can contact you using that number, including calls using an automatic dialing and announcing device and prerecorded calls, and that such calls are not "unsolicited" under state or federal law. All of our rights under each Rental shall remain in effect after the expiration of the Rental Term or termination of the Schedule.



JOHN DEERE
FINANCIAL

Equipment Return Provisions

Fixed Term Rental Schedule No.	030-0062940-000
Master Fixed Term Rental Agreement No.	0062940

Renter: (Name & Address)	GRANTSVILLE CITY 429 E MAIN ST., GRANTSVILLE, UT 84029
Owner:	DEERE CREDIT, INC. 6400 NW 86 th ST, PO BOX 6600, JOHNSTON, IA 50131-6600

The following Equipment Return Provisions are hereby incorporated into and made a part of the above referenced Master Fixed Term Rental Agreement (the "Master Agreement"), and entered into between Deere Credit, Inc., as Owner ("us", "we" or "our"), and GRANTSVILLE CITY, as Renter ("you" or "your"). Pursuant to Section 9 of the Master Fixed Term Rental Agreement, all Equipment must be returned to us in satisfactory condition. Unsatisfactory condition shall include any condition described in Sections 1 through 4 below ("Excessive Wear and Tear").

1. Mechanical.

- A. Computer systems or safety and emission control equipment not in proper working order.
- B. Mechanical components that are missing, broken or unsafe or that do not operate normally, other than normal tune-ups, given the age of the equipment.
- C. Wear on power train assembly that exceeds manufacturer's then current standards for normal wear and tear.
- D. Any air filters not within manufacturer's specifications.
- E. Any gauges or fluid indicators that are damaged or do not function, the electrical system fails to operate properly, the battery fails to hold a charge or any wire harnesses that are not tied down and kept secured, dry and clean.
- F. Any pumps, motors, valves or cylinders not in good operating condition or that fail to meet manufacturer's rated specifications or hydraulic system exceeds manufacturer's then-current contaminant standards (as shown by oil sample analysis). Equipment not serviced according to the manufacturer's operating manual.
- G. Any lubricant, water or A/C seal leaks.

2. Exterior.

- A. Dents larger than 2 inches in diameter.
- B. Excessive number of dents or scratches.
- C. Any scratch 8" or longer that reaches the metal skin.
- D. Any single chip the size of a quarter or larger or multiple small chips within one square foot.
- E. Substandard paint repairs, such as peeling, bubbling or mismatched shades that evidence poor condition in comparison with original paint and require repainting at a cost in excess of \$200.
- F. Rust holes in the body metal or a rust spot that covers more than a 4-inch square area.
- G. Any glass that must be replaced due to cracks or missing glass and any windshield damages greater than \$50 in amount.
- H. All frame damage and substandard frame repairs.
- I. Any tires or tracks that (a) have broken side walls or excessive cuts or damages, or (b) have less than 50% of the original useful life remaining, or (c) are not of the same size, type grade or equivalent quality manufacturer as were originally included on the Equipment.

3. Cab/Operator Platform.

- A. Heavy interior soil or strong odors, such as manure, that cannot be removed by general cleaning.
- B. Unclean condition of operator environment.
- C. Holes, tears, or burns on the dash, floor covers, seats, headliners, upholstery or interior.

4. General.

- A. Equipment not operated or maintained in accordance with the manufacturer's specifications or if components, fuels or fluids, on or in connection with the Equipment that do not meet manufacturer's standards were used.
- B. Any other damage that in the aggregate costs \$250 or more to repair or that makes the Equipment unlawful or unsafe to operate.

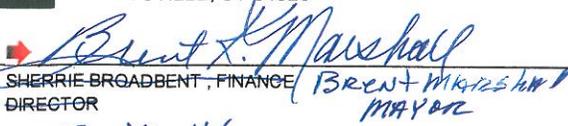
5. Other.

- A. All warranty and PIP work must be completed prior to the Rental Term End Date of the Fixed Term Rental Schedule relating to the Equipment.
- B. The Equipment must be cleaned prior to its return.

6. Hour Meter.

For each item of Equipment returned with a broken or missing hour meter, you shall accept an invoice from us and remit to us an amount equal to \$1,000. You agree that the hour meter included with the Equipment is conclusive of the number of hours of Equipment use.

- 7. Invoices for Excess Wear And Tear.** Upon any return of the Equipment, we shall, in our sole discretion, determine the existence of any Excessive Wear and Tear. In the event any item of Equipment is returned to us with Excessive Wear and Tear, you shall, at our sole discretion, either (i) accept an invoice from us and remit to us the cost of repairing or replacing the affected component(s) which we determine necessary to return the Equipment to its required condition, and/or (ii) accept an invoice from us and remit to us an amount equal to our estimate of (1) the cost of new tires or tracks if the tires or tracks are damaged due to broken side walls or excessive cuts or damage, or (2) the cost of new tires or tracks multiplied by the difference between (A) our estimate of the percentage of the useful life of the tires and tracks then remaining, and (B) fifty percent (50%). For example, if you return Equipment with tires having 20% of their useful life remaining, you would remit to us an amount equal to 30% of the cost of new tires ((50% - 20%) multiplied by the cost of new tires). Your failure to remit the required payment to us within ten (10) days of demand shall constitute a default by you under the terms of the Rental.

<p>RENTER</p> <p>GRANTSVILLE CITY 429 E MAIN ST GRANTSVILLE, UT 84029</p> <p>By:  SHERRIE BROADBENT, FINANCE DIRECTOR Brent Marshall MAYOR</p> <p>Date: </p>	<p>OWNER</p> <p>DEERE CREDIT, INC. 6400 NW 86th ST, PO BOX 6600 JOHNSTON, IA 50131-6600</p> <p>By: _____</p> <p>Date: _____</p>
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JOHN DEERE
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Delivery and Acknowledgment

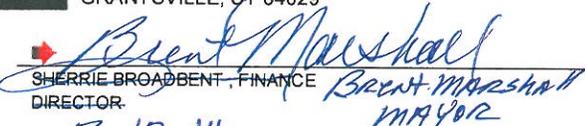
Fixed Term Rental Schedule No.	030-0062940-000
Master Fixed Term Rental Agreement No.	0062940

Renter: (Name & Address)	GRANTSVILLE CITY 429 E MAIN ST., GRANTSVILLE, UT 84029
Owner:	DEERE CREDIT, INC. 6400 NW 86 th ST, PO BOX 6600, JOHNSTON, IA 50131-6600

Capitalized terms shall have the meanings set forth in the above referenced Master Fixed Term Rental Agreement.

Renter hereby represents and warrants that: (1) all of the Equipment more fully described in the above referenced Fixed Term Rental Schedule was selected by Renter; (2) all of the Equipment and the Operator's Manuals have been delivered to, and received by, Renter; (3) all of the Equipment has been inspected by Renter and is in good working order; (4) all of the Equipment is unconditionally and irrevocably accepted by Renter for all purposes under the Rental; (5) the safe operation and the proper servicing of the Equipment have been explained to Renter; (6) Renter received the manufacturer's written warranty applicable to the Equipment and Renter understands that its rights are subject to the limitations outlined therein; (7) no Event of Default has occurred and is continuing; and (8) no material adverse change in the financial or business condition of Renter has occurred since the date of the last financial statement submitted to Owner by Renter.

Signed by Renter's duly authorized representative on the date shown below.

RENTER	GRANTSVILLE CITY 429 E MAIN ST GRANTSVILLE, UT 84029
By:	 SHERRIE BROADBENT, FINANCE DIRECTOR Brent Marshall MAYOR
Date:	3-12-14

OWNER	DEERE CREDIT, INC. 6400 N.W. 86 th STREET, PO BOX 6600 JOHNSTON, IA 50131-6600
By:	_____
Date:	_____



**JOHN DEERE
FINANCIAL**

Property Tax Acknowledgment

Lease Schedule No.	030-0062940-000
Master Lease Agreement No.	0062940

Lessee: (Name & Address)	GRANTSVILLE CITY 429 E MAIN ST., GRANTSVILLE, UT 84029
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Lessor:	DEERE CREDIT, INC. 6400 NW 86 th ST, PO BOX 6600, JOHNSTON, IA 50131-6600
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As Lessor and Owner of the equipment, Deere Credit, Inc. is responsible for filing and paying property tax to the appropriate taxing authority. Lessee should not report this equipment on their property tax return.

Lessor will bill Lessee for property taxes upon receipt of an assessment from the taxing authority. Lessee will reimburse Lessor for property taxes upon receipt of an invoice from John Deere Financial. Please refer to section 3 of the Master Lease Agreement for further information.

The equipment listed on the attached Master Lease Schedule – Equipment List will be reported to the following taxing jurisdiction(s).

429 E MAIN ST Street Address	<input type="checkbox"/> Check here if OUTSIDE city limits		
GRANTSVILLE City	UT State	84029 Zip	TOOELE County

PLEASE VALIDATE THE ABOVE INFORMATION & MAKE APPLICABLE CHANGES BELOW:

Street Address	<input type="checkbox"/> Check here if OUTSIDE city limits		
City	State	Zip	County

Check here if Sales/Use Tax Exempt

Check here if Property Tax Exempt

Equipment Usage:	
Percentage of Time:	

The undersigned (the "Lessee") acknowledges that they have verified the equipment location listed above; understands that the Lessor will file and pay property taxes and that the Lessee is required to reimburse Lessor upon receipt of an invoice for property taxes. Failure to reimburse Lessor for property taxes shall constitute an Event of Default as described in Section 10 of the Lease.

LESSEE	GRANTSVILLE CITY 429 E MAIN ST GRANTSVILLE, UT 84029
By:	SHERRIE BROADBENT, FINANCE DIRECTOR <i>BRENT MARSHALL</i> <i>MAYOR</i>
Date:	3-12-14



JOHN DEERE
FINANCIAL

Physical Damage/Liability Insurance

Fixed Term Rental Schedule No.	030-0062940-000
Master Fixed Term Rental Agreement No.	0062940

Renter: (Name & Address)	GRANTSVILLE CITY 429 E MAIN ST, , GRANTSVILLE, UT 84029
Owner:	DEERE CREDIT, INC. 6400 NW 86 th ST, PO BOX 6600, JOHNSTON, IA 50131-6600

LIABILITY INSURANCE on the above referenced Fixed Term Rental Schedule (the "Schedule") to the above referenced Master Fixed Term Rental Agreement will be provided by the following insurance agency:

Name of Agency: <i>Utah Local Governments Trust</i>	Phone Number of Agency: <i>(801) 936-6400</i>
Mailing Address of Agency: <i>55 S Highway 89 North Salt Lake UT 84054</i>	Fax Number of Agency: <i>(801) 936-0300</i>

PHYSICAL DAMAGE INSURANCE on the Schedule will be provided by the following agency:

Name of Agency: <i>Utah Local Governments Trust</i>	Phone Number of Agency: <i>(801) 936-6400</i>
Mailing Address of Agency: <i>55 S Highway 89 North Salt Lake UT 84054</i>	Fax Number of Agency: <i>(801) 936-0300</i>

If an insurance certificate is available, it should be provided in place of the above information

ADDITIONAL INSURED and LOSS PAYEE:

Deere Credit, Inc.
Its Successors &/or Assigns
6400 NW 86th St
Johnston, IA 50131

The undersigned agrees and understands that, pursuant to the provisions of Section 6 of the Master Fixed Term Rental Agreement, the undersigned must at all times (1) maintain public liability insurance, covering personal injury and property damage for not less than \$1,000,000 per occurrence, naming us (and our successors and assigns) as additional insured; and (2) keep the Equipment insured against all risks of physical damage for no less than its Termination Value (as such term is defined in Section 7 of the Master Fixed Term Rental Agreement), naming us (and our successors and assigns) as sole loss payee.

RENTER	GRANTSVILLE CITY 429 E MAIN ST GRANTSVILLE, UT 84029
By:	<i>Brent Marshall</i> SHERRIE BROADBENT, FINANCE DIRECTOR <i>BRENT MARSHALL</i> MAYOR
Date:	<i>3-12-14</i>

Office Use Only

Contact Date(s):	Contact Name:
Liability Insurance Company Policy #:	Liability Insurance Expiration Date
Liability Limits:	Notes:
Physical Damage Insurance Company and Policy #	Physical Damage Insurance Expiration Date
Insured Value:	Notes:
Loss Payee Deere Credit, Inc.? <input type="checkbox"/> Yes <input type="checkbox"/> Will Be Added	Verified By:



**JOHN DEERE
FINANCIAL**

Advance Rental Payment Invoice

Due Date:	03/11/2014
Total Due:	\$6,950.00

Billing Address:	Updated Billing Information:
GRANTSVILLE CITY 429 E MAIN ST GRANTSVILLE, UT 84029	

Please Note: All future invoices will be sent to the billing address shown unless you update your billing information above.

Master Fixed Term Rental Agreement Number		0062940						
App #	Mfg.	Mode I #	Serial Number	Due Date	Rental/Tax Amount	Security Deposit	Origination Fee	Advance Rental Payment
11650614	JD	310S K	1T0310SKCEE2576 73	03/11/2014	\$6,950.00	\$0.00	\$0.00	\$6,950.00

Correspondence Only:	Remit Checks Payable To:
Deere Credit, Inc. Attn: Lease Administration PO Box 6600 Johnston, IA 50131-6600 Phone: (800) 771-0681 – select "lease" prompt Fax: (800) 254-0020 Rental issues only	Deere Credit, Inc. Attn: Acct. Dept. – ALP Processing PO Box 6600 Johnston, IA 50131-6600

TO ENSURE PROPER CREDIT, STAPLE CHECK AND RETURN THIS INVOICE WITH THE RENTAL DOCUMENTS.

STAPLE ADVANCE RENTAL PAYMENT CHECK HERE

Every Dishonored Check will result in a fee of \$20.00 or an amount not to exceed the highest amount permitted by law.

John Deere Financial Direct Pay-Recurring Enrollment

For Credit Card accounts and Installment Loans

Fax 800-826-9527

Or Mail: John Deere Financial, Attn: Payment Specialist, PO Box 5327, Madison, WI 53705

Rental

Fax to 800-254-0020

Or Mail: John Deere Financial, Attn: Lease Dept, PO Box 6600, Johnston, IA 50131-6600

Eligibility

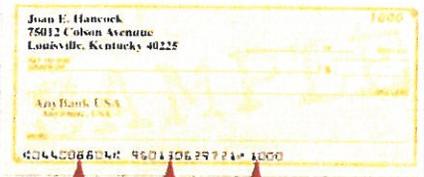
Your account with John Deere Financial must be **current** in order to enroll for the Direct-Pay Recurring payment option. Your account with your financial institution must allow automatic withdrawals.

How to Enroll

Complete and sign the authorization form below. Please be sure to provide all information requested.

Bank & account information, whether it is a saving or checking account. For the typical checking accounts, the account information is located similar to the sample business or personal checks below:

Sample Personal Check



↑ Routing & Transit Number ↑ Checking Acct Number ↑ Check Number

Sample Business Check



↑ Check Number ↑ Routing & Transit Number ↑ Checking Acct Number

JOHN DEERE FINANCIAL DIRECT PAY-RECURRING AUTHORIZATION FORM

My signature below authorizes Deere Credit Services, Inc. and its affiliates, (the Company), to initiate debit entries to the checking/savings account below for the regularly scheduled payments or other amounts that I may owe the Company. This authorization is to remain in full force and effect until canceled by the Company, or by written notification from me, given in such time and manner as to allow the Company a reasonable opportunity to act upon it.

If your account is closed due to an Add-On transaction, consolidation or corrected loan agreement and you have Direct Pay-Recurring, your enrollment and banking information will be transferred to your new account.

Bank Name

John Deere Financial Account Number

Bank City & State

Name on John Deere Financial Account

Name on Bank Account

Social Security Number/Federal Tax ID

9 digit Bank Routing and Transit #

Type of Account: Checking Savings

Bank Account Number

I request Direct Pay Recurring to begin with my payment due ____/____/____

I understand any payment due prior to the month I requested above, must be made in order to be eligible for Direct Pay Recurring.

Bank Account Owner Signature Date

Bank Account Owner Phone Number

**Federal/State Agency
and Indian Tribe
Claim for Exemption of
State and Local Sales/Use Tax**

Purchaser

Name: Grantsville City

Address: 429 E Main St Grantville, UT 84029

ID Number (If Applicable): _____

Seller

Name: Deere Credit Inc.

Address: 6400 NW 86th St. Johnston, IA 50131

Exemption Number (if applicable): _____

Reason for Exemption: Municipality

Description of Item Being Purchased: John Deere 310SK Loader Backhoe

Serial#1T0310SKCEE257673

By signing below, purchaser certifies that the items being purchased are exempt from state and local sales tax.

By: Brent Marshall

Title: Mayor

Date: March 12 - 2014

Telephone Number: 435-884-4638