



BUYER EQUIPMENT SALES AGREEMENT

This Equipment Sales Agreement ("Agreement") is hereby made on 05/11/2023 ("Effective Date") by and between Proxy Equipment ("Seller"), and S&W Power Systems ("Buyer") whose address is 4100 S. Eastern Oklahoma City, Oklahoma 73129.

Whereas, Proxy Equipment is in the business of marketing, advertising, promoting, brokering and asset management consulting the sale of commercial equipment, machinery, vehicles, trailers and similar items by and between Asset Owner and prospective buyers of such items;

WHEREAS, Proxy Equipment does not itself own the items that it markets, advertises, promotes and brokers the sale of, but rather provides marketing and promotional services in an effort to procure and facilitate a sale of such items between Asset Owner and purchasers of such items;

WHEREAS, Proxy Equipment facilitates the sale of such items by finding prospective buyers interested in purchasing such items, coordinating the prospective buyer's inspection, viewing and demonstration of such items, and serving as a representative agent between Asset Owner and prospective buyers;

WHEREAS, Buyer desires to inspect, view and potentially purchase certain items owned by a third-party asset owner which are being marketed, advertised, promoted and offered for sale by Proxy Equipment on behalf of such Asset Owner;

WHEREAS, the Asset Owner has authorized Proxy Equipment to sell to the Buyer and Buyer is interested in purchasing from Proxy Equipment certain items, and Proxy Equipment is willing to coordinate the sale of such items by the Asset Owner to the Buyer, upon the terms and conditions set forth in the Agreement.

The parties agree as follow:

Equipment

The Buyer hereby agrees to purchase the following Equipment:

Equipment Description		Amount
1.	1993 6 ENGINE PACKAGE: 4 - Operational Cummins K19 engine, 1 - non-operational Cummins K19 engine, 1 - operational Detroit Diesel Series 60 engine. K19 & Series 60 VIN# 3045960-08	
2.		
3.		19000 USD

Additional Note: ✓

Any cradles shown are included.

Asset serial: 37149880, 37133521, EX1-1829, 000302, 31185660, 23506433M



BUYER EQUIPMENT SALES AGREEMENT

Payment

The Buyer agrees to pay the sum of \$ 19000 ("Purchase Price") for the equipment listed above.

All equipment is sold as-is, where is, with no warranty implied or given. An "Item Release Form" will be sent once payment is received. Wiring instructions will follow after this agreement is signed and returned through DigiSigner.

Delivery

The Buyer is responsible for picking up purchased equipment within 21 days of payment, unless a longer period is approved in writing. An "ITEM RELEASE FORM" will be sent for the release of equipment purchased once payment is received from Buyer. Wiring instructions will follow once this agreement is signed and returned through DigiSigner.

Terms and Conditions

1. The Asset Owner warrants that they are the rightful owner of the equipment listed and are legally able to transfer the title ownership to the Buyer.
2. All taxes, licenses, and associated fees shall be paid by the Buyer at the time of purchase.
3. Delivery. Unless otherwise agreed to in writing by Buyer and Asset Owner, Asset Owner shall have no duty or obligation to load or transport the equipment; however, Asset Owner reserves the right, in its sole discretion, to load out the equipment in Asset Owner's yard onto Buyer's truck and/or trailer.
4. Warranty Disclaimer. This sale, transfer and conveyance is made "as is-where is" without any warranty or guaranty, and Asset Owner hereby expressly disclaims, and Buyer hereby expressly waives any and all warranties whatsoever, including but not limited to any written, oral, or implied warranties. Any repairs or maintenance are the full responsibility of the Buyer. Buyer expressly waives the warranty of fitness and the warranty against redhibitory vices and defects as to physical condition, whether apparent or latent, imposed by applicable state or Federal Law, and the jurisprudence thereunder. Buyer also waives any rights he may have in redhibition or to a reduction of the purchase price pursuant to Louisiana Civil Code Articles 2520 through 2548, inclusive, in connection with the equipment.
5. Release and Waiver. Buyer hereby waives and releases Asset Owner from any and all claims arising out of or related in any way whatsoever to the equipment or the use thereof.
6. Defense and Indemnity. Buyer shall defend and indemnify Asset Owner from and against any and all claims arising out of or related in any way whatsoever to the equipment or the use thereof.



BUYER EQUIPMENT SALES AGREEMENT

7. The Buyer agrees to indemnify and hold the Seller harmless against any claims of loss or damage, without limitation.
8. 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. For more information, please contact the California Air Resources Board website at <http://www.arb.ca.gov/msprog/ordiesel/ordiesel.htm>
9. Should the Buyer finance the equipment purchase through a third party, the Seller agrees to transfer title ownership of the listed equipment to that party.
10. This equipment sales agreement shall be governed by the laws of Louisiana.
11. No modifications or additions to this agreement shall be effective unless in writing and signed by the parties. The parties represent that there are no inducements, promises, representations, understanding or agreements between them relating in any way to the Equipment other than those set forth herein.

By signing this Agreement, the Buyer acknowledges and accepts Seller's and Asset Owner's above-referenced terms.

ACCEPTANCE

IN WITNESS WHEREOF, Seller and Buyer have executed this Agreement to be effective as of the Effective Date indicated above.

Seller: **Proxy Equipment**

By: Perry Kirkwood

Date: 05/11/2023

Buyer: S&W Power Sytstems, Inc. / D. Derek Neher

By: *D. Neher*

Date: 05/11/2023

Proxy Asset Consultant: Todd Ostendorf
Todd Ostendorf

Date: 05/11/2023

DigiSigner Document ID: fed4fcd3-8f20-4821-be0e-a3c03b6bf5f9

Signer

Email: t.ostendorf@proxyequipment.com
IP Address: 108.195.169.110

Email: derek@swpowersystems.net
IP Address: 12.176.123.42

Email: salesagreements@proxyequipment.com
IP Address: 107.195.48.123

Signature



Event	User	Time	IP Address
Send for signing	perrykirkwood@outlook.com	5/11/23 8:01:41 AM CDT	72.52.175.37
Open document	t.ostendorf@proxyequipment.com	5/11/23 8:02:31 AM CDT	108.195.169.110
Sign document	t.ostendorf@proxyequipment.com	5/11/23 8:04:09 AM CDT	108.195.169.110
Close document	t.ostendorf@proxyequipment.com	5/11/23 8:04:09 AM CDT	108.195.169.110
Open document	t.ostendorf@proxyequipment.com	5/11/23 8:04:58 AM CDT	108.195.169.110
Sign document	t.ostendorf@proxyequipment.com	5/11/23 8:05:13 AM CDT	108.195.169.110
Close document	t.ostendorf@proxyequipment.com	5/11/23 8:05:13 AM CDT	108.195.169.110
Open document	derek@swpowersystems.net	5/11/23 9:10:10 AM CDT	12.176.123.42
Sign document	derek@swpowersystems.net	5/11/23 9:12:16 AM CDT	12.176.123.42
Close document	derek@swpowersystems.net	5/11/23 9:12:16 AM CDT	12.176.123.42
Open document	salesagreements@proxyequipment.com	5/11/23 9:24:44 AM CDT	107.195.48.123
Sign document	salesagreements@proxyequipment.com	5/11/23 9:25:11 AM CDT	107.195.48.123
Close document	salesagreements@proxyequipment.com	5/11/23 9:25:11 AM CDT	107.195.48.123
Download document	perrykirkwood@outlook.com	5/26/23 12:13:10 PM CDT	72.52.175.37
Download document	perrykirkwood@outlook.com	5/26/23 12:13:17 PM CDT	72.52.175.37
Download document	perrykirkwood@outlook.com	5/26/23 12:13:20 PM CDT	72.52.175.37
Download document	perrykirkwood@outlook.com	5/26/23 12:13:21 PM CDT	72.52.175.37
Download document	perrykirkwood@outlook.com	5/26/23 12:13:25 PM CDT	72.52.175.37
Download document	perrykirkwood@outlook.com	5/26/23 12:13:26 PM CDT	72.52.175.37
Download document	perrykirkwood@outlook.com	8/14/23 10:03:58 AM CDT	72.52.175.37