


COMMERCIAL TRUCK PURCHASE AGREEMENT

| | | | | |
|--|-----------------------------------|-----------------------|---------------|---------------|
|  PETERBILT OF ATLANTA | DATE | 3/8/2023 | Salesman | J Stone |
| | PURCHASER | DeKalb County Georgia | | |
| | ADDRESS | 1300 Commerce Drive | | |
| | CITY | Decatur | STATE / ZIP | Georgia |
| | PHONE | | Cust. Contact | Robert Gordon |
| | 172 Van Mar BLVD Jackson Ga 30233 | CELL | COUNTY | DeKalb |

I hereby agree to purchase, subject to the terms, conditions and agreements, as set forth herein, from Peterbilt of Atlanta, LLC (Dealer) at above marked location, the motor vehicle/chassis (Vehicle), other items as described below, to-wit:

| NEW/USED | YEAR | Mileage | COLOR | MAKE | MODEL | STOCK # | SERIAL/IDENTIFICATION NUMBER |
|----------|------|---------|-------|-----------|-------|---------|------------------------------|
| New | 2024 | 25 | White | Peterbilt | 567 | TBD | TBD |

| TRADE-IN INFORMATION | | PURCHASER INFORMATION | | |
|---|-----------|-----------------------|------------|------------|
| Year/Make/Model | NO TRADES | Vehicle Sale Price | 213,643.00 | 854,572.00 |
| Serial # | | MISC | | 0.00 |
| Body Type | | BODY | | 0.00 |
| Trade-In | | EXT WARRANTY | 12,272.00 | 49,088.00 |
| Trade-In Net Allowance | | TAVT | 0.00% | 0.00 |
| Lien Holder | | FED. EXCISE TAX | 0.0% | |
| City/State/Zip | | Total Sale Price | | 903,660.00 |
| Account # | | Trade-In | | 0.00 |
| Phone | | Deposit | | 0.00 |
| Given the current supply chain issues, Peterbilt of Atlanta, LLC reserves the right to adjust quoted price based on material or component surcharges imposed by the manufacturers. We also reserve the right to cancel any order should a material/component surcharge or availability issue prevent or make it economically impractical for Peterbilt of Atlanta, LLC to fulfill the commercial truck purchase agreement. Pricing is for a total of four units. | | Cash Down | | 0.00 |
| | | Pay-Off | | 0.00 |
| | | Unpaid Balance | | 903,660.00 |

The Trade-In Net Allowance set forth above is based upon an appraisal by the Dealer of the Trade-In in its present physical and mechanical condition and with the equipment and attachments thereon as set forth in Dealer's appraisal sheet and also upon it being free and clear of all liens except as stated above. The Trade-In shall be subject to reappraisal by Dealer at the time it is delivered to Dealer and if such reappraisal result in a lower Trade-In Allowance than set forth above either because of difference in physical or mechanical condition and/or because of removal or substitution of equipment of parts of attachments, of if the actual Trade-In Lien Amount exceeds that stated above, the Trade-In Net Allowance shall be adjusted down accordingly and the difference shall be paid in cash by Purchaser at the time the Vehicle(s) covered by this agreement is/are ready for delivery to Purchaser. If the Trade-In Net Allowance is adjusted for any such reason and Purchaser is dissatisfied with such adjustment, Purchaser shall have the option of canceling this agreement by giving written notice of such cancellation to Dealer within three (3) days after notification of the adjustment.

Purchaser must pay the Unpaid Balance to Dealer before the Vehicle will be delivered. Such payment must be made in cash; however, Purchaser may elect to finance the payment through a third-party finance source. While dealer may assist Purchaser in finding an acceptable finance source, in no event will Dealer itself provide financing to Purchaser.

DEALER S DISCLAIMER OF WARRANTIES AND PURCHASER S ACKNOWLEDGMENT THEREOF

DEALER MAKES NO EXPRESS WARRANTY WHATSOEVER ON THE VEHICLE AND DEALER ALSO DISCLAIMS WITH RESPECT THERETO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. PURCHASER ACKNOWLEDGES THAT THE VEHICLE IS BEING PURCHASER AS IS AND WITH ALL FAULTS.

MANUFACTURE S WRITTEN NEW VEHICLE LIMITED WARRANTY

IF THE VEHICLE IS NEW, THE MANUFACTURE S WRITTEN NEW VEHICLE LIMITED WARRANTY WHICH IS DELIVERED TO PURCHASER IN LIEU OF ANY OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

ARBITRATION

If any claim or dispute, including tort claim (collectively Disputes) should hereafter arise between the parties concerning this Agreement of the subject matters thereof, upon request of either party, the Disputes shall be resolved by binding arbitration between the parties in Atlanta, Georgia, pursuant to the United States Arbitration Act in proceedings administered by American Arbitration Association before three (3) arbitrators (Unless the parties agree to one (1) arbitrator) under that association s then applicable arbitration rules.

This Agreement and any financing agreement related thereto contains the entire agreement between the parties with respect to the subject matters hereof.

This Agreement is subject to Dealer s written acceptance by signing below, and in the event of an installment sale, Dealer shall not be obligated to sell until Purchaser s financing of the Unpaid Balance is approved by Purchaser s financing source.

NOTICE TO PUCHASER: 1. Do not sign this Agreement before you read it or if it contains blank spaces. 2. You are entitled to an exact and completely filled-in copy of this Agreement as signed by you and Dealer.

| | | | |
|----------------------------------|--|--|--------|
| PETERBILT OF ATLANTA, LLC | | PURCHASER ACKNOWLEDGES READING THIS AGREEMENT AND RECEIVING AND EXACT COPY OF IT | |
| BY: | | Purchaser: | |
| Title | | BY: | Title: |