SALES AGREEMENT

DATE Jun 12, 2026

Foley Equipment Company, 1550 S. West Street, Wichita, KS67213 Phone: (316) 943-4211

SOLD TO	CUSTOMER	CITY OF ARKANSAS CITY		SHIP TO	
	STREET ADDRESS	PO BOX 778			
	CITY/STATE	ARKANSAS CITY, KS	COUNTY COWLEY		
	POSTAL CODE	67005-0778	PHONE NO. 620 441 4406		
	CUSTOMER CONTACT: EQUIPMENT	KYLE BLUBAUGH			
	PRODUCT SUPPORT	KYLE BLUBAUGH			
	INDUSTRY CODE:	LEGISLATIVE BODIES (CITY/COUNTY)(9121)	PRINCIPAL WORK CODE		

CUSTOMER NUMBER	Sales Tax Exemption # (if applicable)	CUSTOMER PO NUMBER (For reference only)
129090	KSC8GMAPDY	

TERMS — PAYMENT TERMS: (All terms and payments are subject to Finance Company - OAC approval)

NET PAYMENT ON RECEIPT OF INVOICE ☐	NET ON DELIVERY ☐	FINANCIAL SERVICES ☐ CSC ☐ LEASE	
CASH WITH ORDER $0.00	BALANCE TO FINANCE $0.00	CONTRACT INTEREST RATE 0	
PAYMENT PERIOD	PAYMENT AMOUNT 0.00	NUMBER OF PAYMENTS 0	OPTIONAL BUY-OUT $0.00

DESCRIPTION OF EQUIPMENT ORDERED / PURCHASED

MAKE: CATERPILLAR MODEL: 309-08CRSB YEAR: TBA

STOCK NUMBER: ZGN2722 SERIAL NUMBER: TBA

309 08A CR MHE DCA16A	650-0101	CAT KEY, WITH PASSCODE OPTION	522-6460	309 08A CR MINI EXCAVATOR	605-5048
BELT, SEAT, 3" RETRACTABLE	510-6085	FILM-KEY SWITCH	218-0651	HEATER, WATER JACKET	628-6162
BELT AS-SEAT	595-1980	SWITCH AS-START	467-8535	CAMERA, REAR VIEW	646-6465
ALARM, TRAVEL	511-6157	COUNTERWEIGHT, EXTRA, 550LBS	525-6657	STD BLADE, LONG U/C, TG W/PAD	646-7234
STRAP, CABLE	204-1611	SOFTWARE, PROPORTIONAL CONTROL	557-1709	STICK, LONG, HIGH FLOW,2ND AUX	646-7240
HARNESS AS	511-6208	SOFTWARE, STICK STEER CONTROL	557-1710	SEAT, AIR SUSP, HEAT	650-7585
ALARM AS-BACKUP	454-8480	SOFTWARE, 2 WAY CONTROL	557-1711	INTEGRATED RADIO V2	639-4467
SCREW-TRUSS HEAD	9X-2045	SOFTWARE, CODED START	557-1713	PRODUCT LINK, CELLULAR PLE643	628-8023
MONITOR NEXT GEN, ADVANCED, CR	511-6177	LINKAGE, BUCKET W/ LIFTING EYE	568-1567	SERIALIZED TECHNICAL MEDIA KIT	421-8926
LIGHTS, LED	511-6217	ELECTRICAL ARR, C2.8 HRC	603-3473	COUPLER, PG, HYDR.D.LOCK, 7-9T	485-5302
BOOM, SWING	512-2573	ENGINE, EPA TIER 4 FINAL	605-2460	TH308QHF - ZGN01834	0P0227
LINES, BOOM	514-8055	EOU HOUSE SWING COVER, 8T	605-3340	HHB6SF - ZGN00471	0P0096
LINES, STICK	514-8067	WIRING GP	604-0125	BK308P36 - ZGN00539	0P0227
LINES, QC, LNG STK, 3 LINE	516-1613	HOUSE SWING COVER, 7T	605-3336	MUMHEHM210 - ZGN01220	0P0227
CONTROL, QC, 3 LINE	520-0778	PLUG GP	605-3339		

TRADE-IN EQUIPMENT

MODEL:	310L - JOHN DEERE(JD)	YEAR: 2020	SN.:	10292174	
PAYOUT TO:		AMOUNT:	PAID BY:	Dealer	
MODEL:		YEAR:	SN.:		
PAYOUT TO:		AMOUNT:	PAID BY:		
MODEL:		YEAR:	SN.:		
PAYOUT TO:		AMOUNT:	PAID BY:		
MODEL:		YEAR:	SN.:		
PAYOUT TO:		AMOUNT:	PAID BY:		

ALL TRADES-INS ARE SUBJECT TO EQUIPMENT BEING IN "AS INSPECTED CONDITION" BY FOLEY AT TIME OF DELIVERY OF REPLACEMENT MACHINE PURCHASE ABOVE.

CUSTOMER HEREBY SELLS THE TRADE-IN EQUIPMENT DESCRIBED ABOVE TO FOLEY AND WARRANTS IT TO BE FREE AND CLEAR OF ALL CLAIMS, LIENS, MORTGAGES AND SECURITY INTEREST EXCEPT AS SHOWN ABOVE.

SELL PRICE	$185,695.00
LESS GROSS TRADE ALLOWANCE	($40,000.00)
NET BALANCE DUE	**$145,695.00**
PLUS APPLICABLE TAXES CALCULATED AT DELIVERY	**$145,695.00**

ACH Information:
Bank = Wells Fargo NA
ABA number 121000248
Account number 4121956387
Email remittance advice to ACHPMTS@foleyeq.com
Customer responsible for all applicable taxes at the time of delivery.

☑ CATERPILLAR EQUIPMENT WARRANTY — INITIAL

The Customer acknowledges that they have received a copy of the Foley Equipment Company and/or Caterpillar Warranty as applicable and have read and understood said warranty. Scheduled oil sampling (S.O.S.) is mandatory with this warranty. The Customer is responsible for taking oil samples at designated intervals from all power train components and failure to do so may result in voiding the warranty.

Warranty applicable including expiration date where necessary:
24 Month 2000 Hour Premier

☐ USED EQUIPMENT WARRANTY — INITIAL

All used equipment is sold as is where is and no warranty is offered or implied except as specified here:

Warranty applicable:

CSA:

NOTES:

This order is not valid until approved by Sales Manager

THIS AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS ON THE NEXT PAGE

Foley Equipment Company — PURCHASER

ORDER RECEIVED BY: Treto, Ulises (REPRESENTATIVE)

APPROVED AND ACCEPTED ON

CITY OF ARKANSAS CITY (PURCHASER)

SALES MANAGER

BY (SIGNATURE)

TITLE

TERMS AND CONDITIONS

1. Agreement. This Agreement, when accepted by Foley, shall become a binding contract, and may not be revoked by the Customer. Foley's performance per this Agreement shall be subject to strikes, lockouts, accidents, fire, delays in manufacturing or transportation, acts of God, embargoes, pandemics or governmental action, or any other causes beyond the control of Foley, and any of said causes shall absolutely absolve Foley from any liability to the Customer under the terms hereof.

2. Payment and Representations. Unless the Equipment is paid in full in cash at the time of delivery, Foley retains and Customer hereby grants to Foley a purchase-money security interest in the Equipment, including all accessories, spare parts, special fittings, and tools thereof, and all additions, accessions, increases, improvements, renewals, substitutions, or replacements thereof (collectively, the "Collateral"), together with all proceeds from any sale or other disposition of all or any part of the Collateral to secure the full amount owed therefore, together with all interest, fees, and penalties. Unless Customer shall execute a separate security agreement with Foley covering the Collateral, this Agreement shall constitute a security agreement for the Collateral. Promptly upon request, Customer agrees to execute a note or other evidence of Customer's indebtedness for the Collateral, which shall only constitute evidence of such indebtedness and not a payment or satisfaction of such indebtedness. Promptly upon request, Customer shall, at its expense, do any act and execute, acknowledge, deliver, file, register, record, and ratify all documents requested by Foley, in Foley's discretion, to perfect Foley's security interest in the Collateral, including but not limited to, any financing statements. Customer hereby irrevocably appoints Foley its attorney-in-fact, which such appointment shall be coupled with an interest, to do such acts and to execute and file all such documents on Customer's behalf, which power is coupled with an interest, and which power is delegable by Foley. Customer acknowledges that Foley's signature or the signature of its delegate on such documents to be the same as Customer's own for all purposes and with the present intent to authenticate the document. Customer represents and warrants to Foley that (a) Customer has the power to make, deliver, and perform under this Agreement, (b) the person executing this Agreement is authorized to do so on behalf of Customer, (c) this Agreement constitutes a valid obligation of Customer, legally binding upon it and enforceable in accordance with its terms; (d) all credit, financial, and other information submitted to Foley in connection with this Agreement is and shall be true, correct, and complete; (e) the Customer: if an individual, has his or her principal residence in Kansas or Missouri, or in state otherwise indicated on the front of this Agreement, if a registered entity, is registered under the laws of the State of Kansas or Missouri, or in state otherwise indicated on front of this Agreement; if a non-registered entity, has its principal place of business in Kansas or Missouri, or in state otherwise indicated on front of this Agreement; (f) Customer's name set forth on the front of this Agreement is Customer's full, legal name; and (g) the Collateral is and shall remain located in the State of Kansas or Missouri or state otherwise indicated on the front of this Agreement. A breach by Customer in the terms, representations, or warranties of this Agreement or the terms of any invoice for the Equipment hereunder, including but not limited to, failure to pay in full the amount owed for the Equipment within the time periods stated herein or on any such invoice, shall constitute an event of default, and all amounts owing to Foley shall be immediately due, and Foley shall have all rights and remedies in law or in equity, including but not limited to, the Kansas or Missouri Uniform Commercial Code, and as set forth herein. In the event of Customer default of this Agreement, Foley shall be entitled to recover all costs, losses and expenses, including attorney's fees relating to the default and exercise of Foley's remedies.

3. Delivery and Taxes. Unless Shipment is provided by Foley, Foley's responsibility for shipment ceases upon delivery to the transportation company and any claims for shortages, delays or damages occurring thereafter shall be made by the Customer direct to the transportation company. Any claims against Foley for shortages in shipments shall be made within fifteen days after receipt of shipment. Customer shall be responsible for all taxes calculated at the time of delivery of the Equipment.

4. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY. Customer understands and agrees that Foley is not the manufacturer of the Equipment; the Equipment is of a size, design, capacity, description, and manufacture selected by Customer; Customer is satisfied that the Equipment is suitable and fit for its purposes. The Equipment described herein as "new" is sold subject to such warranties as are made in writing by the manufacturer of the Equipment thereof. Except to the extent a special warranty is made by Foley in writing and executed by Foley's authorized representative, FOLEY MAKES NO REPRESENTATIONS OR WARRANTIES CONCERNING THE EQUIPMENT, MATERIALS CONTAINED IN THE EQUIPMENT, OR CUSTOMER'S USE THEREOF, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR TITLE. FOLEY SHALL NOT BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THE TRANSACTION CONTEMPLATED HEREUNDER, WHETHER AN ACTION BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR ANY OTHER LEGAL THEORY, INCLUDING, BUT NOT LIMITED TO, LOSS OF ANTICIPATED PROFITS, OR BENEFITS OF USE OR LOSS OF BUSINESS, EVEN IF FOLEY IS APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING. THE MAXIMUM EXTENT OF FOLEY'S LIABILITY TO CUSTOMER SHALL BE THE TOTAL AMOUNT OF ANY PAYMENTS MADE BY CUSTOMER TO FOLEY, HEREUNDER.

5. Consumer Laws. The laws of certain jurisdictions prohibit the limitation of certain warranties and the remedies and damages for the breach of such warranties. If any provision of this Agreement is in conflict with any statute or rule of law of any state or district in which jurisdiction may lie for enforcement, then such provision shall be deemed null and void to the extent but only to the extent that it may conflict therewith; and the remaining provisions hereof shall not be invalidated, but may be reformed by the court to the extent necessary to protect the rights of the parties.

6. Rental Purchase Option. If the Equipment is being rented by Customer pursuant to a Foley rental agreement with an option to purchase the Equipment, this Agreement shall become effective when Customer notifies Foley of its intent to purchase the Equipment under the rental agreement.

7. Laws. This Agreement shall be governed by the laws of Kansas or Missouri. The provisions of the United Nations on Contracts for the International Sale of Goods are expressly excluded from this Agreement. Customer shall comply with all applicable US laws, including but not limited to, export and anti-bribery laws such as the Foreign Corrupt Practices Act.

8. Privacy Statement. Customer consents to the collection, use, retention and disclosure of information by Foley and its parent, subsidiary and affiliated entities (collectively, "Foley Entities") in accordance with applicable law, and agrees that such information may be accessed by the Foley Entities and their partners and manufacturers with a legitimate business reason to access it, as well as third parties who may process such information on their behalf. Caterpillar's Data Governance Statement, together with Caterpillar's Global Privacy Statement and any applicable Caterpillar Privacy Notices for its digital offering subscriptions, describes Caterpillar's practices for collecting, sharing and using data and information relating to machines, products or other assets and their associated worksites–for example to enable Cat® Connect and other Digital Offerings. The Data Governance Statement also describes how Caterpillar may perform remote diagnostics and make available remote software and firmware updates and upgrades, such as configuration, patches, bug fixes, new or enhanced features, etc., for your assets and devices. By providing data and information to Foley as described herein or to Caterpillar as described in Caterpillar's Data Governance Statement at https://www.caterpillar.com/en/legal-notices/data-governance-statement.html you agree to its terms as it may be revised from time to time.

9. Consignment. If this is a sale of consignment Equipment, Customer acknowledges and understands that Foley is acting only as an agent of the seller/owner of the Equipment in this sales transaction. Therefore, for the purposes of the consignment sale only, the term "Foley" in this Agreement shall apply to both Foley Equipment Company and the seller/owner of the Equipment.

10. Assignment and Entire Agreement. Foley may assign this Agreement to a third party. This Agreement covers all agreements between the parties related to this transaction. Foley is not bound by any representative or terms made by any agent related to this transaction which are not contained herein.

Customer's Initials _____