

Bill of Sale

Contract Id:950000330

Customer No:02958

THIS BILL OF SALE ("Agreement") is entered into as of this 11 of July 2024 by XTRA LLC, a Maine limited liability company, (formerly known as XTRA, Inc.), XTRA Lease LLC, a Delaware limited liability company, (formerly known as XTRA Lease, Inc. formerly known as Strick Lease, Inc.), GTR Rental LLC, a Delaware limited liability company, (formerly known as CitiCapital Trailer Rental, Inc. and Associates Rental Systems, Inc., among others), AJF Warehouse Distributors, Inc., an Illinois corporation, Rentco Trailer Corporation, a Delaware corporation, and XLI, Inc. (formerly known as XTRA Leasing, Inc.), as applicable, depending upon which entity holds title to the individual trailers sold pursuant to this Agreement (each of which is hereby referred to as "Seller"), and the purchaser identified below (the "Purchaser"). Seller agrees to sell and Purchaser agrees to purchase the individual trailers described below (all such trailers being referred to herein as the "Purchased Equipment"). Purchaser agrees to pay XTRA Lease LLC ("XTRA") the purchase price specified below, and all delivery charges, title and registration fees, administrative fees, and sales, use and other taxes imposed as a result of the sale of the Purchased Equipment (collectively, the "Purchase Price").

TRAILER #	SERIAL #	YR/MAKE	EQUIPMENT DESCRIPTION	PURCHASE PRICE
OTRT I00057	ITESTI00057	ITEST	2018/WABASH	VAN, ROAD, 53-0, S-RIDE, PLATE
				10,000.00
			Subtotal	10,000.00
			Delivery Fee	100.00
			Sales Tax	750.00
			Total	\$10,850.00

The Purchase Price is due upon execution of this Agreement.

A HEAVY-DUTY TRACTOR AND LONG BOX-TYPE TRAILER OPERATED IN CALIFORNIA MAY BE SUBJECT TO THE HEAVY-DUTY VEHICLE GREENHOUSE GAS EMISSION REDUCTION REGULATION SET FORTH UNDER SECTIONS 95300-95312, TITLE 17, CALIFORNIA CODE OF REGULATIONS. THESE VEHICLES MAY BE REQUIRED TO USE LOW-ROLLING RESISTANCE TIRES AND MEET AERODYNAMIC EQUIPMENT REQUIREMENTS TO REDUCE GREENHOUSE GAS EMISSIONS.

Risk of loss shall pass to Purchaser upon delivery of the Purchased Equipment and Purchaser agrees to indemnify, defend, and hold harmless Seller from and against any and all claims, losses, liabilities, obligations and expenses (including reasonable attorneys' fees) arising out of Purchaser's ownership, use or operation of the Purchased Equipment. Upon Seller's receipt of good funds for the Purchase Price, Seller will provide Purchaser with an original certificate of title for the Purchased Equipment. Purchaser acknowledges that the certificate of title will be assigned in the name of the Purchaser, and that it may take up to sixty days to provide such assigned titles. Seller reserves a purchase money security interest in the Purchased Equipment until good funds are received and for that purpose, this Agreement is a security agreement. Purchaser authorizes Seller to perfect such purchase money security interest in any manner required by law. **Purchaser shall promptly return all license plates in the name of Seller or its affiliates remaining on the Purchased Equipment.**

XTRA represents and warrants that it has the legal authority to act for and on behalf of the respective Seller, to convey the Purchased Equipment and to accept the Purchase Price on behalf of Seller. The Purchased Equipment shall be transferred free and clear of all liabilities, security interests, restrictions and encumbrances of any kind whatsoever.

THE PURCHASED EQUIPMENT IS SOLD "WHERE IS" AND "AS IS". PURCHASER ACKNOWLEDGES THAT IT HAS INSPECTED AND ACCEPTED DELIVERY OF THE PURCHASED EQUIPMENT. PURCHASER FURTHER ACKNOWLEDGES THAT EXCEPT AS OTHERWISE EXPRESSLY STATED HEREIN, SELLER MAKES NO, AND EXPRESSLY DISCLAIMS ANY, WARRANTIES, GUARANTEES OR REPRESENTATIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, WITH REGARD TO THE PURCHASED EQUIPMENT INCLUDING, BUT NOT LIMITED TO, THE CONDITION, VALUE, DESIGN, QUALITY, DURABILITY, OPERATION, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. THIS PARAGRAPH SHALL NOT BE MODIFIED EXCEPT BY WRITTEN AGREEMENT SIGNED BY SELLER.

This Agreement, and the sale of the Purchased Equipment by Seller to Purchaser, shall be governed by the internal substantive laws of the State of Missouri, without regard to conflicts of laws provisions. This Agreement constitutes the

950000330 - 02958 - \$10,850.00

Page 1 of 2

complete and exclusive statement of the terms of the agreement between Seller and Purchaser with respect to the sale of the Purchased Equipment. Any additional or different terms or conditions proposed by Purchaser or contained in any purchase order or other document are rejected and shall be of no force and effect. This Agreement may be executed in two or more counterparts, and all such counterparts shall constitute one binding agreement. For purposes of this Agreement, a document (or signature page thereto) signed and transmitted by facsimile machine or electronic mail (.pdf) or with an electronic signature is to be treated as an original document.

IN WITNESS WHEREOF, XTRA, on behalf of the Seller, and Purchaser have executed this Agreement.

SELLER:

XTRA LEASE LLC

By: _____

Print Name: _____

Title: _____

Date: _____

PURCHASER:

VASCOR LTD

By: _____

Print Name: _____

Title: _____

Date: _____

FOR INTERNAL USE ONLY

License Plates Removed: _____ (employee initials)

Address:

100 FARMERS BANK DR
GEORGETOWN, KY 40324-8712