

PURCHASE AGREEMENT

I.

This agreement is made between **Sunbelt Fire, Inc., 8050 McGowin Drive, Fairhope, AL 36532** (the "Company") and

Legal Name	Madison County Board of Supervisors	County	Madison
Address	P.O. Box 608	ZIP Code	39046
City, State	Canton, Mississippi		

(hereafter known as the "Buyer").

II.

The Company agrees to sell and the Buyer agrees to purchase the fire apparatus and equipment described in the Company's Proposal and/or Specifications attached hereto, further described below, and hereby incorporated herein (the "Apparatus") in accordance with this Agreement.

One (1) E-One Pumper Tanker on an International Chassis Quote No. 101734 with associated Equipment.
--

III.

The Buyer agrees to pay **\$ \$390,072.00** (the "Purchase Price") for the Apparatus. The Purchase Price is exclusive of all Federal, State or local taxes of any nature. Any such applicable taxes will be added to the purchase price and paid by the Company. The Purchase Price is due at or before delivery, unless otherwise noted terms of prepayment have been accepted. The Buyer agrees that the Apparatus will not be delivered until the Purchase Price has been paid in full to the Company.

IV.

i.

- A. This is a cash sale and does not involve any third-party leasing. There will be no lienholder on the Manufacturer's Statement of Origin.
- B. This is a lease-purchase. The lien holder on the Manufacturer's Statement of Origin shall be:

Institution	
Address	
City, State, ZIP	

- ii. The Company and Buyer agree that the Manufacturer's Certificate of Origin (MSO) shall remain with the Company until the Purchase Price is paid in full.
- iii. The Buyer acknowledges that the Company will incur the costs to manufacture the Apparatus, which is done in reliance upon the Buyer's agreement to pay the Purchase Price. The Buyer further acknowledges that the Apparatus is unique and is being manufactured to Buyer's desired specifications. As such, the Buyer's agreement to pay the Purchase Price is binding and effective as

of the date this Agreement is signed by both parties and is not contingent upon any future event, including the Buyer's obtaining financing.

- iv. In the event the Buyer fails to pay the Purchase Price as stated above, the Company will (1) assess finance charges and/or note payments to the Buyer and/or (2) retain possession of the Apparatus until the Purchase Price is paid, in full. Any and all collections fees or expenses incurred by the Company, including attorney's fees, in pursuing the Purchase Price and/or repossessing the Apparatus are recoverable against the Buyer.

V.

The Apparatus shall be delivered, F.O.B.,:

Madison, Mississippi

It is agreed that delivery is subject to delays caused by strikes, inability to obtain materials, chassis shortage and other causes beyond the control of the Company.

VI.

Additions of equipment or modifications to the Apparatus that delay the delivery of the vehicle or affect the Purchase Price may require submission of a separate purchase order or contract at the sole discretion of the sales manager for the Company.

This Agreement does not provide for the application of any penalty for delay or operating losses and excludes any consequential or indirect damages or harm sustained by the Buyer, including, for example, loss of use. The Company's liability, if any, for non-compliance of this Agreement and/or for damages due to goods provided in this Agreement may not exceed an amount equal to what the Buyer paid to the Company.

VII.

The Buyer's representative for communications related to this Agreement shall be:

Buyer Representative Name	
Buyer Representative Phone	
Buyer Representative e-mail	

The Company's representative for communications related to this Agreement shall be:

Sunbelt Representative Name	Hank Levins
Sunbelt Representative Phone	228-276-8088
Sunbelt Representative e-mail	hlevins@sunbeltfire.com

VIII.

The Apparatus is new and unused, and is warranted against defects in material and workmanship, for a period noted in the attached Company's Proposal and Specifications to the original user/purchaser, in accordance with the Manufacturers pre-printed Statement of Warranty, which is either attached to the Agreement or has been delivered to the Buyer. Buyer acknowledges receipt of the Manufacturer's pre-printed Statement of Warranty and understands same.

IX.

This Agreement, including its attachments and exhibits, constitute the entire understanding between the parties and merges all prior discussions and agreements. No agent or representative of the Company has authority to make any representations, statements, warranties, or agreements not herein expressed. All modifications or amendments of this Agreement, including its attachments and exhibits, must be in writing signed by an authorized representative of each of the parties.

X.

This Agreement shall not constitute a valid and binding obligation of the Company until accepted in writing by an officer of the Company at its offices. If requested by the Company, the Buyer shall furnish a written opinion, satisfactory to the Company, of the Buyer's attorney that the Buyer has the power to make the Agreement, that the individual signing is authorized to sign on behalf of the Buyer, and that the Agreement is a valid, legal and enforceable obligation of the Buyer.

IN WITNESS WHEREOF, the Company and the Buyer have caused this Agreement to be executed by their duly authorized representative as of the date set forth by each.

Buyer

Buying Entity and Contact Name

Signature

Title

Date

Sunbelt Fire, Inc.

Truck Sales Representative

Signature

Title

Date

Accepted for the Corporation by:

Name

Signature

Title

Date