

2740 N. Mayfair Ave



Springfield, MO 65803

Wiring Instructions:

Bank Name: Bank of America

Bank Address: 100 W. 33rd Street, New York, NY 10001

For Credit To: New Prime, Inc.

Routing#: 0260-0959-3

Account#: 009427761125

Instructions: "For Pedigree Invoice#_____"

TRAILER SALE AGREEMENT

The undersigned Buyer, _____ of _____ agrees with the undersigned Exchangor, New Prime, Inc. of 2740 N. Mayfair, Springfield, MO 65803, the purchase of equipment described as:

See Exhibit "A-1" attached hereto and incorporated herein by reference

Buyer further agrees to pay the purchase price indicated on Exhibit "A-1" by certified check or wire transfer, which must be completed in accordance with Vendor's Instructions. Payment of the balance shall be made on or before _____, 20____. Title for said equipment shall not pass to the Buyer until payment in full has been made.

The sold equipment shall be delivered to Buyer on as "as is", "where is" basis. There shall be no liens, mortgages, or encumbrances against sold equipment, and that any existing liens, mortgages, or encumbrances shall be discharged at Vendor's expense on or prior to payment in full under the terms of this agreement.

The Buyer understands that he is solely responsible for the Equipment while in control for any purpose. The Buyer also agrees that there are no warranties or guarantees on the Equipment, except for any standard manufacturer's warranties, which may be in effect.

Notwithstanding any terms in this agreement to the contrary, Exchangor shall have the right to exchange the Relinquished Equipment described in Exhibit "A-1" to qualify as a tax-deferred exchange under the provisions of Section 1031 of the Internal Revenue Code of 1986, as amended (the "Code") and the Regulations thereunder. If for whatever reason either in this agreement or in other agreements related to the relinquishment of these tractors the word "Seller" appears, said word shall be substituted with the word "Exchangor". Buyer agrees to use reasonable efforts to cooperate with Exchangor with respect to this tax-deferred exchange, including the execution at the time of performance of all documents, pursuant, to the provisions of Section 1031 of the Internal Revenue Code and the Treasury Regulations thereunder, provided that; (a) Buyer incurs no additional cost or expense in connection with the exchange; and (b) Exchangor agrees to indemnify and hold buyer harmless from and against all liability arising out of its cooperation in effecting the exchange as requested by Exchangor.

Exchangor is granted the authority to assign its rights to this Trailer Sale Agreement (the Contract) but not its obligations and warranties under an Assignment of Rights under Contract to be signed by Exchangor and Buyer prior to the Exchangor submitting a Bill of Sale transferring legal title to the Relinquished Equipment as described in Exhibit "A-1".

This instrument may be executed in any number of counterparts, each of which, when duly executed shall constitute an original here.

Dated and executed this _____ day of _____, 20____.

EXCHANGOR:

NEW PRIME, INC.,
a Nebraska Corporation

By: _____
Print Name: Mike Jones
Title: Fixed Assets

X: BUYER:

Company Name: _____
a _____ corporation
(State and business type; ex. Iowa LLC)

X: BUYER Signature: _____
X: Print Name: _____
X: Title: _____