

**EXHIBIT
8**

ELECTRONICALLY FILED
Superior Court of California
County of Sacramento
12/10/2024
By: K. Fay Deputy

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Attorney for Plaintiff,
CVC Equipment, LLC

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO

CVC EQUIPMENT, LLC a California limited
liability company,

Plaintiff,

vs.

GUNTERT & ZIMMERMAN, CONST. DIV.,
INC. dba GUNTERT & ZIMMERMAN, a
California corporation; and DOES 1 - 10,
inclusive,

Defendant.

Case No.: **24CV025191**

PLAINTIFF'S COMPLAINT FOR:

- 1. BREACH OF CONTRACT**
- 2. BREACH OF IMPLIED
CONVENANT OF GOOD FAITH
AND FAIR DEALING**
- 3. BREACH OF IMPLIED DUTY TO
PERFORM WITH REASONABLE
CARE**
- 4. FRUSTRATION OF
PURPOSE/COMMERCIAL
FRUSTRATION**

Plaintiff, CVC EQUIPMENT, LLC, alleges as follows:

PARTIES

1. Plaintiff, CVC EQUIPMENT LLC ("Plaintiff" or "CVC") is, and at all times mentioned herein was, a California limited liability company, organized and existing under the laws of the State of California, doing business in California.

2. Based upon information and belief, Plaintiff alleges Defendant, GUNTERT & ZIMMERMAN, CONST. DIV., INC. dba GUNTERT & ZIMMERMAN ("Defendant" or "G&Z"), is, and at all times herein relevant was, a California corporation, organized and existing under the laws of the State of California, doing business in California.

3. Plaintiff is unaware of the true names and capacities, whether individual, associate, corporate, or otherwise of Defendants sued as DOES 1 through 10, inclusive, and therefore sues

1 these defendants by such fictitious names. Plaintiff will seek leave to amend this Complaint to
2 show the true names and capacities of such fictitiously named Defendants when the same has
3 been ascertained. Plaintiff is informed and believes, and thereon alleges each Defendant
4 designated as DOES 1 through 10, inclusive, is legally responsible for the acts, omissions, and
5 events alleged, and have proximately caused damages and injury to Plaintiff as herein alleged.

6 4. Plaintiff is informed and believes, and thereon alleges, at all times relevant to this
7 action, each Defendant, including those fictitiously named, was the agent, servant, employee,
8 partner, joint venturer, co-conspirator, or alter ego of the other Defendants and was acting within
9 the scope of said agency, employment, partnership, venture, conspiracy, or alter ego with the
10 knowledge, consent and/or ratification of each of the other Defendants in performing the things
11 alleged herein. Each of the Defendants' acts alleged herein were performed with the permission
12 and consent of each of the other Defendants.

13 **VENUE AND JURISDICTION**

14 5. This Court has jurisdiction over this action as G&Z regularly conducts business
15 within this state and this Court is a Court of general jurisdiction authorized to hear such a matter.
16 Moreover, the amount in controversy exceeds the minimum requirements for this Court to hear
17 this matter.

18 6. Venue is proper in Sacramento County pursuant to Code of Civil Procedure §
19 395(a) as this county is where the obligation giving rise to this litigation was to be performed,
20 where the contract at issue was in fact entered into, and where the obligation was incurred.

21 **GENERAL ALLEGATIONS**

22 7. On or about November 23, 2020, CVC entered into a contract, Quotation E-
23 527011 (hereinafter referred to as the "Quote"), with Defendant to purchase two (2) Guntert &
24 Zimmerman Eagle Model 4500 Wheel Trenchers and Selected Options (hereinafter referred to as
25 the "Equipment").

26 8. On or about April 19, 2022, CVC entered into Change Order No. 101 (hereinafter
27 referred to as the "Change Order") with Defendant to amend the delivery dates for each item of
28 the Equipment, with the new delivery dates being August 1, 2022, and September 16, 2022,

1 respectively.

2 9. The Change Order further included a late penalty clause and granted Plaintiff the
3 right to terminate the order for any Equipment not delivered by December 31, 2022.

4 10. Over the course of 2024, Thomas Worthington ("Worthington"), CVC's Chief
5 Risk Officer, followed up monthly with Ron Guntert ("Guntert"), President and CEO of G&Z,
6 through repeated email communications requesting repayment of CVC's deposit amounts due to
7 G&Z's significant delays in delivering the Equipment.

8 11. On September 17, 2024, Guntert emailed Worthington that delivery was
9 confirmed and would occur in eleven weeks. Guntert further stated that the closing of an unrelated
10 real estate transaction had been "taking a lot of my time."

11 12. On September 24, 2024, Worthington sent an email to Guntert requesting updates
12 regarding a plan for CVC to receive a refund for payments previously made pursuant to the terms
13 in the Quote and the Change Order.

14 13. Later that same day, Guntert emailed Worthington explaining that he had been
15 occupied with the real estate transaction.

16 14. On October 8, 2024, having received no follow-up, Worthington emailed Guntert
17 stating that time was of the essence and that CVC was requesting the return of its deposit, along
18 with the agreed-upon penalties as outlined in the Change Order.

19 15. On October 10, 2024, Guntert emailed Worthington, again stating that he had been
20 "tied up" finalizing the real estate transaction and would follow up with a response shortly.

21 16. On October 14, 2024, Guntert emailed Worthington to provide an update on the
22 real estate transaction, stating that the funds were held in a joint trust account and would be
23 inaccessible until further notice.

24 17. On October 16, 2024, Guntert emailed Worthington acknowledging Plaintiff's
25 position regarding its request for the return of its deposits due to Defendant's delays in delivering
26 the Equipment. Guntert explained that the delays were caused by a series of factors, including the
27 COVID-19 pandemic in 2020, its continued effects through 2021 and 2022, and a ransomware
28 attack in 2023 that significantly disrupted Defendant's operations through 2024.

22. It has been over four years since the Quote was signed, and despite ongoing discussions regarding the shipment of the Equipment, no resolution has been reached.

Breach of Contract

“Any item(s) may be delivered on, or about, or before the following

schedule.

Delivery FOB Plant, Ripon, CA is approximately 180-210 days after receipt of signed Conditional Sales Order Contract and Payment No.1 thereunder.”

25. On or about April 19, 2022, CVC entered into the Change Order with Defendant to amend the delivery dates for each item of the Equipment, with the new delivery dates being August 1, 2022, and September 16, 2022, respectively. A true and correct copy of the Change Order is attached to this Complaint as **Exhibit B**.

The Change Order contains the following relevant language:

“1.0 **Delivery date:** The new delivery dates for the ET4500 trenchers are August 1, 2022 for #1 and September 16, 2022 for #2.

2.0 **Late penalty:** There will be a late penalty of USD 1,500 per week per trencher up to a total of 10% of the contract value. Any late penalties will be deducted from the final payment or paid by G&Z to Buyer pursuant to Item 3.0 below.

3.0 **Contract termination:** Buyer may cancel the order for any trencher that is not delivered prior to December 31, 2022. If Buyer cancels the order for any trencher, G&Z shall immediately refund all amounts paid Buyer for such trencher and also immediately pay to Buyer the applicable late fee through the termination date pursuant to Item 2.0 above. Buyer retains all other available rights and remedies as well.”

26. CVC did all, or substantially all, of the significant things that the contract required it to do by making 60% of all required payments including a 30% non-refundable deposit down of \$281,228 on December 1, 2020 (“Payment 1”) and another 30% deposit down 60 days after Payment 1 of \$281,228 on January 27, 2021 (“Payment 2”).

27. CVC’s obligation to pay the remaining 40% (“Payment 3”) of the purchase price never arose, as the Equipment has never been ready for shipment over the past four years due to G&Z’s failure to fulfill its contractual obligations.

28. CVC did not receive the benefit for which it bargained after contracting with G&Z for the delivery of the Equipment.

1 29. G&Z breached the Quote after failing to deliver working and functioning
2 Equipment in a workmanlike manner within the 180-210 day time frame after receipt of the signed
3 Quote and Payment 1.

4 30. G&Z breached the Change Order after failing to deliver the Equipment on August
5 1, 2022, and September 16, 2022, respectively.

6 31. CVC did not know, and had no reason to know, that the Equipment would not be
7 delivered within the time frame specified in Section 26 of the Quote or by the delivery dates set
8 forth in the Change Order.

9 32. As a direct and proximate result of G&Z's breach of the Quote and the Change
10 Order, CVC has incurred lost profits, loss of business opportunities, loss of goodwill, and general
11 damages. The precise amount of these damages is not presently known to Plaintiff, but they are
12 believed to be in excess of \$937,425, and an exact amount to be proven at trial.

SECOND CAUSE OF ACTION

Breach of Implied Covenant of Good Faith and Fair Dealing

15 33. Plaintiff re-alleges and incorporates by reference Paragraphs 1 through 31,
16 inclusive, as though fully set forth herein.

17 34. On or about November 23, 2020, CVC entered into a contract, the Quote, with
18 Defendant to purchase the Equipment. A true and correct copy of the Quote is attached to this
19 Complaint as **Exhibit A**.

20 The Quote contains the following relevant language:

21 "Any item(s) may be delivered on, or about, or before the following
22 schedule.

23 Delivery FOB Plant, Ripon, CA is approximately 180-210 days after
24 receipt of signed Conditional Sales Order Contract and Payment
25 No.1 thereunder.

26 35. On or about April 19, 2022, CVC entered into the Change Order with Defendant
27 to amend the delivery dates for each item of the Equipment, with the new delivery dates being
28 August 1, 2022, and September 16, 2022, respectively. A true and correct copy of the Quote is
attached to this Complaint as **Exhibit B**.

1 The Change Order contains the following relevant language:

2 “1.0 **Delivery date:** The new delivery dates for the ET4500 trenchers
3 are August 1, 2022 for #1 and September 16, 2022 for #2.

4 2.0 **Late penalty:** There will be a late penalty of USD 1,500 per
5 week per trencher up to a total of 10% of the contract value. Any
6 late penalties will be deducted from the final payment or paid by
G&Z to Buyer pursuant to Item 3.0 below.

7 3.0 **Contract termination:** Buyer may cancel the order for any
8 trencher that is not delivered prior to December 31, 2022. If Buyer
9 cancels the order for any trencher, G&Z shall immediately refund
10 all amounts paid Buyer for such trencher and also immediately pay
11 to Buyer the applicable late fee through the termination date
pursuant to Item 2.0 above. Buyer retains all other available rights
and remedies as well.”

12 36. CVC did all, or substantially all, of the significant things that the contract required
13 it to do by making 60% of all required payments including a 30% non-refundable deposit down
14 of \$281,228 on December 1, 2020 (“Payment 1”) and another 30% deposit down 60 days after
15 Payment 1 of \$281,228 on January 27, 2021 (“Payment 2”).

16 37. CVC’s obligation to pay the remaining 40% (“Payment 3”) of the purchase price
17 never arose, as the Equipment has never been ready for shipment over the past four years due to
18 G&Z’s failure to fulfill its contractual obligations.

19 38. CVC did not receive the benefit for which it bargained after contracting with G&Z
20 for the delivery of the Equipment.

21 39. G&Z breached the Quote after failing to deliver working and functioning
22 Equipment in a workmanlike manner within the 180-210 day time frame after receipt of the signed
23 Quote and Payment 1.

24 40. G&Z breached the Change Order after failing to deliver the Equipment on August
25 1, 2022, and September 16, 2022, respectively.

26 41. CVC did not know, and had no reason to know, that the Equipment would not be
27 delivered within the time frame specified in Section 26 of the Quote or by the delivery dates set
28 forth in the Change Order.

42. As a direct and proximate result of G&Z's breach of the Quote and Change Order, CVC has incurred lost profits, loss of business opportunities, loss of goodwill, and general damages. The precise amount of these damages is not presently known to Plaintiff, but they are believed to be in excess of \$937,425, and an exact amount to be proven at trial.

THIRD CAUSE OF ACTION

Breach of Implied Duty to Perform with Reasonable Care

43. Plaintiff re-alleges and incorporates by reference Paragraphs 1 through 41, inclusive, as though fully set forth herein.

44. On or about November 23, 2020, CVC entered into a contract, the Quote, with Defendant to purchase the Equipment. A true and correct copy of the Quote is attached to this Complaint as **Exhibit A**.

The Quote contains the following relevant language:

“Any item(s) may be delivered on, or about, or before the following schedule.

Delivery FOB Plant, Ripon, CA is approximately 180-210 days after receipt of signed Conditional Sales Order Contract and Payment No.1 thereunder.”

45. On or about April 19, 2022, CVC entered into the Change Order with Defendant to amend the delivery dates for each item of the Equipment, with the new delivery dates being August 1, 2022, and September 16, 2022, respectively. A true and correct copy of the Quote is attached to this Complaint as **Exhibit B**.

The Change Order contains the following relevant language:

“1.0 Delivery date: The new delivery dates for the ET4500 trenchers are August 1, 2022 for #1 and September 16, 2022 for #2.

2.0 Late penalty: There will be a late penalty of USD 1,500 per week per trencher up to a total of 10% of the contract value. Any late penalties will be deducted from the final payment or paid by G&Z to Buyer pursuant to Item 3.0 below.

3.0 Contract termination: Buyer may cancel the order for any trencher that is not delivered prior to December 31, 2022. If Buyer cancels the order for any trencher, G&Z shall immediately refund

all amounts paid Buyer for such trencher and also immediately pay to Buyer the applicable late fee through the termination date pursuant to Item 2.0 above. Buyer retains all other available rights and remedies as well.”

46. CVC did all, or substantially all, of the significant things that the contract required it to do by making 60% of all required payments including a 30% non-refundable deposit down of \$281,228 on December 1, 2020 (“Payment 1”) and another 30% deposit down 60 days after Payment 1 of \$281,228 on January 27, 2021 (“Payment 2”).

47. CVC’s obligation to pay the remaining 40% (“Payment 3”) of the purchase price never arose, as the Equipment has never been ready for shipment over the past four years due to G&Z’s failure to fulfill its contractual obligations.

48. CVC did not receive the benefit for which it bargained after contracting with G&Z for the delivery of the Equipment.

49. G&Z failed to perform with reasonable care by not delivering working and functioning automated Equipment in a workmanlike manner, as agreed, within the timeframe specified in the Quote and the delivery dates set forth in the Change Order.

50. CVC did not know, and had no reason to know, that the Equipment would not be delivered within the time frame specified in Section 26 of the Quote or by the delivery dates set forth in the Change Order.

51. As a direct and proximate result of G&Z’s breach of the Quote and the Change Order, CVC has incurred lost profits, loss of business opportunities, loss of goodwill, and general damages. The precise amount of these damages is not presently known to Plaintiff, but they are believed to be in excess of \$937,425, and an exact amount to be proven at trial.

FOURTH CAUSE OF ACTION

Frustration of Purpose/Commercial Frustration

52. Plaintiff re-alleges and incorporates by reference Paragraphs 1 through 50, inclusive, as though fully set forth herein.

53. On or about November 23, 2020, CVC entered into a contract, the Quote, with Defendant to purchase the Equipment. A true and correct copy of the Quote is attached to this

1 Complaint as **Exhibit A**.

2 The Quote contains the following relevant language:

3 “Any item(s) may be delivered on, or about, or before the following
4 schedule.

5 Delivery FOB Plant, Ripon, CA is approximately 180-210 days after
6 receipt of signed Conditional Sales Order Contract and Payment
No.1 thereunder.”

7 54. On or about April 19, 2022, CVC entered into the Change Order with Defendant
8 to amend the delivery dates for each item of the Equipment, with the new delivery dates being
9 August 1, 2022, and September 16, 2022, respectively. A true and correct copy of the Quote is
10 attached to this Complaint as **Exhibit B**.

11 The Change Order contains the following relevant language:

12 “1.0 **Delivery date:** The new delivery dates for the ET4500
13 trenchers are August 1, 2022 for #1 and September 16, 2022 for #2.

14 2.0 **Late penalty:** There will be a late penalty of USD 1,500 per
15 week per trencher up to a total of 10% of the contract value. Any
16 late penalties will be deducted from the final payment or paid by
G&Z to Buyer pursuant to Item 3.0 below.

17 3.0 **Contract termination:** Buyer may cancel the order for any
18 trencher that is not delivered prior to December 31, 2022. If Buyer
19 cancels the order for any trencher, G&Z shall immediately refund
20 all amounts paid Buyer for such trencher and also immediately pay
21 to Buyer the applicable late fee through the termination date
pursuant to Item 2.0 above. Buyer retains all other available rights
and remedies as well.”

22 55. Although performance remains possible, the basic purpose the parties entered the
23 Quote and the Change Order has been frustrated by G&Z’s operational inefficiencies and failures
24 such that the value of performance by CVC has been substantially destroyed.

25 56. The basic purpose of the Quote and the Change Order has been duly recognized
26 by both G&Z and CVC in communications between the parties.

27 57. The extent of G&Z’s four-year delay in delivering the Equipment was not
28 reasonably foreseeable.

1 58. G&Z's four-year delay and failure to perform is so severe that it is not fairly
2 regarded as within the risks that were assumed by CVC under the Quote or the Change Order.

3 59. CVC's value of counter performance has been totally destroyed by G&Z's
4 egregious and inexcusable delay in fulfilling its obligations under both the Quote and the Change
5 Order.

6 **PRAYER FOR RELIEF**

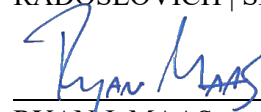
7 WHEREFORE, Plaintiff prays for judgment against the Defendant, as follows:

8 **AS TO ALL CAUSES OF ACTION:**

- 9 1. For damages in the sum of at least \$937,425 plus interest thereon at the rate of ten
10 percent (10%) per annum, to be proven at trial;
11 2. For special damages as more fully pled hereinabove;
12 3. For liquidated damages as more fully pled hereinabove;
13 4. For the amounts of Defendant's unjust enrichment resulting from their wrongful
14 conduct described hereinabove;
15 5. Costs of suit;
16 6. Such other relief as the Court may adjudge power.

17
18 Dated: December 10, 2024

RADOSLOVICH | SHAPIRO, PC



RYAN J. MAAS
Attorney for Plaintiff,
CVC EQUIPMENT, LLC

EXHIBIT A

CONDITIONAL SALES ORDER CONTRACT

Date: November 23, 2020

Subject to Immediate Acceptance

E-527011

CONDITIONAL SALES ORDER CONTRACT

(1) THIS CONDITIONAL SALES ORDER CONTRACT (The "Contract") is made and entered into at Ripon, CA, the 23rd day of November 2020 by GUNTERT & ZIMMERMAN CONST. DIV., INC., Seller, a California Corporation, and

CVC Equipment, LLC, Buyer, a
California Limited Liability Company, with principal place of business located at 530 Bercut Drive Ste G, Sacramento, CA 95811,

in said State and Country WITNESSETH:

(2) Seller agrees to deliver to Buyer F.O.B. plant, Ripon, CA
, when ready to ship, which will be on,
about, or before See Para. (26),
unless prevented by force majeure, the following property (hereinafter the "Equipment") to wit:

2 Ea. Guntert & Zimmerman Eagle Model 4500 Wheel Trenchers,
in accordance with GUNTERT & ZIMMERMAN CONST. DIV., INC.'s
quotation E-527011 of November 20, 2020 pages 1 through 2 (Contract
Pages 1-A through 1-B).

Total Price FOB Plant, Ripon, CA \$ 870,000.00*

*Add applicable Sales Tax

Buyer agrees to accept delivery and purchase from Seller said Equipment above described

**GUNTERT & ZIMMERMAN CONST. DIV., INC.**

222 East Fourth Street
Ripon, California 95366 U.S.A.

Phone (209) 599-0066

Email gz@guntert.com

Fax (209) 599-2021

Web www.guntert.com

General Engineering Contractor License No. 626729

QUOTATION

To: CVC Equipment LLC
Chris Evangelista

November 20, 2020
Quotation E-527011
Page 1 of 2

Item	Quan	Description	Unit Price	Total
1.0	1	Ea. Eagle Model 4500 Wheel Trencher similar to specification TB ET4500 0718 and similar to Drawing D-29627 including: - CAT® C3.4B Tier 4f Diesel Engine, 115 HP (87 kW) @ 2150 RPM with Diesel Fuel and DEF Tank for 12 hrs Operation. - Belly Pack Style Operator Control Station on RHS of machine with Wireless Capabilities, Touch Screen Display and Docking Station, Vandal Protection. - Foot Pedal Steering, electric over hydraulic. - Wheel drive with #1 Shaft mounted low speed / high torque, hydraulic piston motor. - Crawler Tracks 14" (356mm) triple grousers x 77.5" (1969mm) long c to c with w/ planetary gear reduction boxes and hydrostatic bent axis hydraulic motors, rock guards and spring-loaded grease gun type idlers. Speed 0 – approx. 240 fpm. - Direct hydraulic motor driven Discharge Conveyor with 24" (610mm) wide belt, skirting and hydraulic motor driven Shift for right hand or left-hand discharge. Speed 0 – approx. 1000 fpm. - Wheel with 14 ea. 9" Buckets for cutting 12" wide (full depth) with X156 Teeth and 3 Adjustable Wheel Trucks per Assembly Drawings A116783 and A116781. <i>Note: Wider trenches can be cut with optional sidecutters up to 24".</i> - Hydraulically roll-up Crumb Shoe with bolt on 500 BHN steel Bottom Wear Plate - Dozer Blade – 2 Way - Berm Scrapers mounted off rear of crawler tracks. - Standard Operator Station with Operator Seat - "EGON Telematics" capability with purchase of Annual Subscription (see options) - Back-up Alarm		

Price FOB Plant Ripon, CA U.S.A.

\$476,654.00

2.0 Optional Equipment (FOB Plant Ripon, CA U.S.A.)

2.1	1	Air Ride Operator Seat In lieu of Standard Operator Seat	\$1,720.00	Included
2.2	1	1-Year "EGON Telematics" Subscription – Custom username and password for access to web portal. Remote diagnostics over the phone or internet using "EGON Telematics". Receive machine notifications (i.e., faults, maintenance reminders) via email or SMS.	\$950.00	Included
2.3	1	Hydraulic Filtration Monitoring Upgrade – Includes pressure transducers on all hydraulic filters to enable "EGON Telematics".	\$4,400.00	Included
2.4	1	AutoLube System with Grease Lines.	\$14,600.00	Not Included
2.5	1	Custom Paint	\$ 4,000.00	Included
Total Price Eagle 4500 Trencher and Selected Options Included FOB Ripon, CA USA, Freight Collect				\$ 487,724.00
Multiple Machine Discount				(\$ 52,724.00)
Total Discounted Price Eagle 4500 Trencher and Selected Options Included FOB Ripon, CA USA, Freight Collect				\$ 435,000.00
Total Discounted Price 2 ea. Eagle 4500 Trenchers and Selected Options Included FOB Ripon, CA USA, Freight Collect				\$ 870,000.00

TERMS & CONDITIONS:

Prices:	All prices are quoted FOB Ripon, CA U.S.A., Freight Collect in U. S. Dollars. No taxes included in the quoted prices. <i>Note: To be free from California Sales Tax goods must be shipped out of California on common carrier.</i>
Payment:	Payment 1 - 30% non-refundable deposit down with order, against Seller's Invoice. Payment 2 - 30% due 60 days after Payment 1 against Seller's Invoice. Payment 3 - 40% when ready to ship against Seller's Invoice.
Availability:	Delivery FOB Plant, Ripon, CA is 180 days after receipt of signed Conditional Sales Order Contract and Payment No. 1 thereunder. <i>Note: Quoted delivery to be confirmed at time of order. Delivery time dependent on factory workload at time of order.</i>
Contract:	Per G&Z Standard Conditional Sales Order Contract (copy available upon request)
Warranty:	Per G&Z 12 Month Warranty (copy available upon request)
Service:	Per G&Z Service Conditions (copy available upon request)
Validity of Prices:	Thirty (30) days

CONDITIONAL SALES ORDER CONTRACT

upon the terms and conditions herein provided.

(2a) This contract is not subject to cancellation without mutual consent of Buyer and Seller or its Assignee.

(2b) It is expressly understood that the manufacture, shipment and delivery of said Equipment is subject to force majeure, which under this contract is to be considered compliance with law and with any regulations or directives issued by duly constituted governmental authorities, and/or any event or occurrence or the effects thereof which cannot be reasonably anticipated or controlled by Seller and prevents Seller from performing its obligations under this contract such as but not limited to war, war measures, strikes, fires, failure or delay of other manufacturers in furnishing parts for this order which Seller is required to purchase from other manufacturers, delays of sub-contractors, accidents and delays of carriers and other unforeseen contingencies or unavoidable occurrences, which cannot be reasonably substituted or remedied with due diligence by Seller. Upon the cessation of a Force Majeure event which impairs Seller's ability to perform, Seller shall re-commence performance and thereafter diligently complete Seller's obligations under this Contract.

(2c) (a) Following delivery and acceptance of the Equipment, Seller, except for California State and United States Federal Income Tax, will not be responsible for any local, state or federal taxes (all such being herein called "Impositions") now or hereafter levied or imposed upon or in connection with or measured by this sale, rental, use, payment, shipment, delivery or transfer of title under the terms hereof. Following delivery and acceptance, Buyer shall also pay promptly all Impositions which may be imposed upon the Equipment or for the use or operation thereof or upon the earnings arising therefrom (except California State and United States Federal Income Tax) or upon Seller solely by reason of its ownership thereof and will keep at all times all and every part of the Equipment free and clear of all Impositions which might in any way affect the title of Seller or

CONDITIONAL SALES ORDER CONTRACT

result in a lien thereupon. If any Impositions for which Buyer is responsible shall have been charged or levied against and paid by Seller directly, Buyer shall reimburse Seller therefor upon demand.

(b) Following delivery and acceptance of the Equipment, in the event any tax returns or reports are required to be made with respect to Impositions, Buyer shall make such tax returns or reports as required.

(c) In the event that, during the continuance of this sale, Buyer becomes liable pursuant to this paragraph 2(c) for the payment or reimbursement of any Imposition, such liability shall continue until all such Impositions are paid or reimbursed by Buyer, notwithstanding the consummation of this sale.

(d) The party having custody or control of the Equipment shall be responsible to ensure that the Equipment is in compliance with applicable federal, state, and municipal law and any applicable regulations or orders of any governmental agency having jurisdiction over any matter related thereto. Without limiting the generality of the foregoing, during the period of manufacture of the Equipment, prior to delivery and acceptance by Buyer and shipment, Seller shall be responsible for compliance with all applicable federal, state, and municipal law and any regulations or orders of any governmental agency having jurisdiction over any matter related thereto.

(e) Buyer shall not operate the Equipment or suffer or permit the Equipment to be operated in an unsafe manner or in any manner after delivery which would void, vitiate, or impair any provision of this sale. Seller, at its sole cost and expense, shall provide to Buyer at time of inspection as required under Para. (4c) and other provisions of this Contract complete and thorough instruction, training and written documentation regarding the safe operation of the Equipment in a manner which will not void, vitiate or impair any provision of this sale. Buyer shall, at its sole cost and expense, subsequent to delivery, make any changes or additions to the Equipment necessary for safe operation of the Equipment.

CONDITIONAL SALES ORDER CONTRACT

(f) Buyer shall comply with all laws, ordinances and regulations relating to possession, use or maintenance of the Equipment.

(g) If any portion of this sale is invalid under applicable law, it shall not invalidate any remaining provisions of this sale and the provision shall be amended in good faith to effectuate the parties' intention in a manner which conforms to law. Payments due under this Contract from Buyer to Seller shall not be withheld during any period of time in which Buyer and Seller are contesting the invalidity, illegality or enforceability of this Contract, or any part thereof.

(3) Shipping directions: _____ to be advised

(3a) Lettering directions: _____ to be advised

CONDITIONAL SALES ORDER CONTRACT

(4) Buyer agrees to pay Seller for said Equipment, the sum of Eight Hundred Seventy Thousand and 00/100 United States Dollars (US\$ 870,000.00) as set forth below:

Payment No. 1	30%	Non-refundable deposit down with order, against Seller's invoice	\$ 261,000.00
Payment No. 2	30%	60 days after payment 1 (one), against Seller's invoice.	\$ 261,000.00
Payment No. 3	40%	When ready to ship against Seller's invoice.	<u>\$ 348,000.00</u>
Total Price FOB Ripon, CA			\$ 870,000.00*

*Add any applicable Sales Tax

Note: (1) Any spare parts, service or freight ordered by Buyer from Seller over and above the Equipment covered by this agreement shall be billed on an open account by separate Invoice (terms: "Net on Invoice").

(2) Any applicable sales tax shall be added to each invoice pro rata under the Contract. The equipment must be shipped on common carrier out of state for Buyer to be relieved from paying California State Sales Tax.

(4a) The date when said Equipment is ready to ship shall, for the purposes of this Contract, be the delivery date thereof, whether or not accepted on said date by Buyer, and failure to accept said Equipment when ready to ship shall not affect or change the Buyer's obligation in any way. A written certification of inspection and that the Equipment conforms with the requirements of this Contract shall be required in order to determine the date when the Equipment is ready to ship.

(4b) Omitted

(4c) The Equipment sold hereunder is subject to final acceptance at Seller's plant, Ripon, California, prior to shipment, for which Seller is to certify that goods furnished (including the Equipment) conform to the requirements and specifications of this Contract, complete, tested per Seller's schedules, and ready to ship. Such inspection and certification shall be a precondition to the determination that the equipment is ready to ship. Buyer has the right to inspect the Equipment for

CONDITIONAL SALES ORDER CONTRACT

compliance with the terms hereof and safety requirements for a period of time beginning 30 days prior to shipment. Seller shall notify Buyer of any intended tests 10 days prior thereto and of the shipment date 30 days prior thereto and shall thereupon afford Buyer's representatives access to the Equipment for purposes of such inspection. Buyer shall notify Seller of any asserted non-compliance within 5 days after Seller's tests. If Seller and Buyer are unable to resolve any dispute as to compliance of the Equipment with the terms hereof prior to shipment, such dispute shall be first referred to ABS Consulting or another mutually agreed inspection service for resolution by mediation. If such dispute is not so resolved to the satisfaction of Buyer or Seller, then at the election of either Buyer or Seller, the dispute will be resolved by binding arbitration in accordance with the construction industry rules of the American Arbitration Association. Each party shall bear its own expenses in connection with dispute resolution and each shall bear one-half ($\frac{1}{2}$) of the cost of the independent service or arbiter used in connection with dispute resolution. Nothing herein shall limit Seller's right to make changes in the course of manufacture of the Equipment, which do not materially adversely affect Buyer's performance requirements for the Equipment and which, in Seller's opinion, improve or do not detrimentally affect design or workability, and Seller shall disclose such changes to Buyer. If Seller and Buyer mutually agree, prior to delivery, to incorporate said changes into the Equipment, Buyer agrees to accept any such changed Equipment.

(4d) The purchase price herein agreed to be paid by Buyer to Seller under Para. (4) hereof for the Equipment described in Para. (2) hereof is the present price thereof. In view of the length of time which will elapse between the date of this contract and the delivery or return date specified herein for the Equipment hereinbefore described, it is mutually agreed that said purchase price shall be fixed except as provided in Para. (30).

(5) Buyer agrees if shipping directions are not given herein, to furnish same in writing to Seller at its home office not less than three days before the delivery date herein provided. Failure on

CONDITIONAL SALES ORDER CONTRACT

Buyer's part to furnish said shipping directions shall not affect or change any of said payments or the time fixed for the same, and the Equipment herein purchased may at the option of Seller be held in storage at Buyer's risk, or Seller may exercise any of the rights of an unpaid seller of goods under the applicable laws or under this contract.

(6) Seller agrees after the arrival at destination of said Equipment, to supply to Buyer one experienced service technician for a period of **4 days** at no charge to supervise and train Buyer's personnel in the set-up and calibration of the Equipment covered in this Contract. Any days beyond the 4 days shall be at the expense of the Buyer per the G&Z Standard Service Rates. **Ordinary and necessary travel expenses to be reimbursed by Buyer.** Seller's technician shall work whatever hours or workdays worked by Buyer's personnel as directed by Buyer. G&Z Standard Service Rates for G&Z service technicians to supervise (the execution by Buyer's forces and equipment) the erecting and starting of said Equipment are to be at Buyer's expense on a basis of \$ 1,700.00 per calendar day for the services of G & Z's Service Manager, \$ 1,350.00 for a G&Z Senior Service Technician and \$ 1,200.00 per calendar day for all other Technician's services from the date of departure from Ripon, CA to date of return to Ripon, CA plus ordinary and necessary travel expenses and travel costs; and all ordinary and necessary expenses, food, and accommodations; and independent transportation at and to and from site; all acceptable to the serviceman acting reasonably.

The erecting and starting of said Equipment without the services of said skilled man shall constitute an acceptance by Buyer of said Equipment, and a waiver of any warranty expressed or implied with reference thereto, unless waived in writing by the Seller.

Buyer will use best efforts to provide immediate first quality medical care in case of illness or accident to Seller's personnel at Seller's cost.

Buyer will not be free to have Seller's personnel work under dangerous working

CONDITIONAL SALES ORDER CONTRACT

conditions and/or remain in places and under conditions of war, riots, work disturbances, etc., and/or where for any reasons or conditions their safety may be endangered.

Seller's personnel have no authority to change specifications, or operation and performance criteria of Equipment without written approval of Seller and Buyer

(6a) Except as provided herein or as shown on Contract Drawings, Operating Notes, Specifications, Quotation, Seller makes no guarantee or warranty, expressed or implied, as to the performance of the Equipment furnished, it being acknowledged that the Equipment is special and non-standard in design, and except as provided herein or as shown on Contract Drawings, Operating Notes, Specifications and Quotation, upon delivery and acceptance of the Equipment, Buyer takes the Equipment as furnished at his own risk except also as provided under guarantee of parts under paragraph (8) following of this Contract. All representations contained herein or shown on the Contract Drawings, Operating Notes, Specifications, Quotation and Seller's Performance Guarantee are stated in terms of theoretical in maximum capacities under optimum conditions. The ability of the Buyer to achieve such capacities or performance may be limited by numerous factors beyond the control of Seller. Accordingly, consistent with what is stated above, no representations contained herein shall be construed to create a warranty as to the future performance, operation or output capacity of the Equipment, and Buyer has satisfied itself of the suitability of the Equipment (illustrated in the Contract Drawings, Operating Notes, and represented in the Specifications) for Buyer's intended purposes.

(7) Seller reserves the right to change the design and specification of the Equipment, accessories, or parts at any time and shall disclose such change to Buyer. If Seller and Buyer mutually agree, prior to delivery, to incorporate said changes into the Equipment covered by this Contract, Buyer agrees to accept any such changed Equipment, accessories, or parts in full settlement of Seller's obligations under this Contract.

CONDITIONAL SALES ORDER CONTRACT

Buyer acknowledges that the specially manufactured Equipment is non-standard and complex in design and that field-design changes may be necessary to make it functional in conformity with the requirements of this Contract. Accordingly, Buyer grants to Seller the right to make field changes in the design of the Equipment when, with the mutual agreement of Buyer and Seller, such changes will improve its overall operation or performance. These changes shall be at no additional cost to Buyer, and in consideration of this, Buyer agrees to furnish the tools, equipment and labor necessary to implement any such changes.

(8) Subject to the provisions of paragraphs (6), (6a) and (7) next preceding, Seller guarantees, to the original Buyer only, the parts of the within-described Equipment per the attached Warranty which forms an integral part of this Contract.

The terms of the attached Warranty are being expressly in lieu of all other warranties expressed or implied, and all other obligations or liabilities on Seller's part except as may be provided to the contrary in this Contract.

(9) It is agreed that this Contract cannot be assigned by Buyer or given in any manner in the hands of others for use, or used on other work, except with consent of Seller in writing endorsed hereon (which consent shall not be unreasonably withheld or delayed), unless the Equipment is fully paid for.

(10) It is agreed that Seller shall not be held responsible or liable in any event for special, incidental, punitive, or consequential damages related to a default or breach of this Contract, and further that the Buyer shall save and hold the Seller harmless from any and all liability for injury or damage of any kind to Buyer (except warranty or other breach of this Contract), to any persons or property caused by or arising out of the maintenance, use or operation of the Equipment by the Buyer, or while in the Buyer's possession, custody and control. This covenant of indemnity shall continue in full force and effect as to matters occurring during the term hereof, notwithstanding the termination of

CONDITIONAL SALES ORDER CONTRACT

this Contract in any manner whatsoever.

(11) Buyer authorizes Seller to insert in this contract Seller's sales order number, sales factory number and date of shipment when the same has been ascertained by Seller and to insert herein anything required to complete this Contract consistent with the offer of Buyer to purchase said Equipment hereinbefore described subject to acceptance thereof by Seller at its home office.

(12) It is agreed that the title to the Equipment shall be and remain in Seller until all payments herein provided for are made. As security for the due and punctual payment of the purchase price and performance of any and all of the obligations of Buyer to Seller pursuant to this Contract, Buyer hereby grants to Seller a first priority continuing security interest in all of the Equipment, including all present and future additions, attachments and accessories thereto, all substitutions therefor and replacements thereof and all proceeds from the sale thereof, and including all proceeds of insurance regarding the Equipment. Such Equipment and property are herein collectively called "Collateral". The security interest in the Collateral granted herein shall secure the payment and performance of all of Buyer's liabilities and obligations to Seller hereunder. The occurrence of an event of default under this Contract shall be deemed to also be an event of default under the security interest granted above. Except for the security interest granted hereby, Buyer shall keep the Collateral free and clear of any security interest, lien or encumbrance of every kind. At the request of Seller, Buyer will join Seller in executing one or more financing statements pursuant to the Uniform Commercial Code and to perfect the security interest herein granted in accordance with the requirements of all states in which any item of the Collateral maybe located from time to time. If so requested by Seller in writing, Buyer will affix tags supplied by Seller to the Equipment which reflect Seller's security interest in the Equipment. Buyer agrees to pay all ordinary and necessary costs and expenses, in reasonable amounts, including reasonable attorney's fees, incurred by Seller in the perfection, preservation, realization, enforcement and exercise of its rights, powers and remedies hereunder; to execute and deliver such documents as Seller reasonably deems

CONDITIONAL SALES ORDER CONTRACT

necessary to create, perfected continue the security interest contemplated hereby; and not to change its chief place of business or the place where the collateral or any part thereof is permanently kept without first giving Seller written notice of each such change. Upon the occurrence of any event of default under this Contract, Seller shall have all of the rights, powers, privileges and remedies granted to a secured party under the Uniform Commercial Code or otherwise provided by any other applicable law. It is agreed that any and all notes given hereunder or any renewals of the same, shall be considered as evidence of the sum due on this Contract, and not payments until paid, and shall be collateral to this Contract and the giving of the same, or the renewal of the same, or any part payment thereof, shall not divest any title of Seller until the purchase money is paid in full; nor shall any payment on account, and the receipt thereof, divest any title until the whole purchase price is paid in full.

Until the purchase price is paid in full, Buyer, at its own cost and expense, shall keep the Equipment CLEAN and in good repair, condition and working order and shall not remove, alter, disfigure, or cover up any numbering, lettering, or insignia displayed upon the Equipment, and shall use the Equipment in a normal manner.

(12a) Omitted

(12b) Omitted.

(12c) Omitted.

(12d) Omitted.

(12e) Omitted

CONDITIONAL SALES ORDER CONTRACT

(13) It is agreed that any repairs, accessories, or equipment placed upon or added to said Equipment by either party after delivery thereof, as in this Contract provided for, shall become part and parcel of said Equipment and subject to all of the terms and provisions of this Contract and all rights of Seller as conditional vendor of said Equipment, including the repossession thereof or seizure and foreclosure sale as herein provided, in the event of default on the part of Buyer in the performance of any of the terms and provisions of this Contract. See exceptions Para. (28).

(13a) Buyer shall disclose to Seller all improvements to the trimming and material or concrete placing and vibrating equipment discovered or invented by Buyer, its employees, or agents during Buyer's use, whether or not patentable, and, so far as Buyer may lawfully do so, shall grant or cause to be granted to Seller a non-exclusive royalty-free unlimited license with the right to grant sublicenses, under improvements, and/or all patents of the United States or foreign countries, owned or controlled by Buyer which may issue thereon, for the duration of such patents.

(14) It is further agreed that if the payments provided for herein are not made at the time and in the manner provided herein; or if any note, notes, or renewal notes evidencing the same and as collateral to this Contract, as aforesaid, are not paid when due or if the Equipment is transferred to any person or seized upon execution or taken possession or by virtue of any order of process of court or through a proceeding in bankruptcy; or if default be made in the performance of any of the material agreements, covenants, and conditions herein to be kept and performed by Buyer which is not cured within 10 days following written notice thereof from Seller to Buyer; then, and in either event, all of the purchase price so remaining unpaid and any note or notes or renewal notes, given as aforesaid, shall at once become due and payable at the option of Seller, and Seller may, with demand and 30 days written notice and opportunity to cure, (a) sue for all or any part of the sums then owing and unpaid hereunder; (b) pursue and take possession of said property, wherever found, and may, for that purpose and without hindrance, enter upon the premises, wherever the said property is located, and remove and hold the

CONDITIONAL SALES ORDER CONTRACT

same; (c) or Seller may at its option with demand and 30 days written notice resell the Equipment, or any part thereof, at a public or private sale for the account of Buyer and after deducting all expenses and attorney's fees incurred in connection therewith, credit the net proceeds thereof to the unpaid balance owing, and said Buyer agrees to pay to Seller any deficiency remaining under this Contract after such sale is completed and the net proceeds applied as aforesaid; (d) pursue any other remedies provided by law.

(14a) No delay or omission to exercise any right, power, or remedy of Seller shall impair any such right, power, or remedy of Seller, nor shall it be construed to be a waiver of any breach or default of Buyer or an acquiescence therein, or of or in any similar breach or default thereafter occurring; nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default theretofore or thereafter occurring. Any waiver, permit, consent, or approval of any kind or character on the part of Buyer must be in writing and shall be effective only to the extent specifically set forth in such writing.

(14b) In the event of any arbitration or action filed in relation to this sale, the unsuccessful party in said action will pay to the successful party, in addition to all other sums that either party may be called on to pay, a reasonable sum for the successful party's attorneys' fees.

(15) After delivery of the Equipment, the risk of loss by damage or destruction by fire, or any other cause, on or after the time when the Equipment is delivered FOB Seller's Plant, Ripon, California, U.S.A., shall be upon the Buyer, whose obligation to make payment for said Equipment as herein provided shall not be affected thereby and Buyer agrees to save Seller and its assigns harmless from any and all liability by reason of real or pretended claims for damages to persons or property arising out of the transport, erection and operation of said Equipment by Buyer, except warranty claims, or claims stemming from Seller's breach of any of the agreements herein.

(16) Buyer agrees that until there shall have been complete performance of this Contract by

CONDITIONAL SALES ORDER CONTRACT

Buyer, including full payments of all sums herein provided to be paid by Buyer to Seller, the Equipment hereinbefore described shall not be mortgaged or otherwise encumbered by Buyer without the prior written consent of Seller, which consent shall not be unreasonably withheld or delayed.

(17) This agreement, when accepted as hereinafter provided, shall be binding upon the parties hereto, their executors, administrators, successors and assigns.

(18) IT IS FURTHER AGREED THAT THIS INSTRUMENT EVIDENCES the whole agreement of said parties, and it cannot be changed, modified, or supplemented by any agent or other person except in writing, approved in writing by R. M. Guntert, Jr. of Seller or the successor or designated representative of such individuals at its home office at Ripon, CA.

(19) To render this Contract binding upon Seller, it must be executed at its home office at Ripon, California by R. M. Guntert, Jr. of Seller and its execution by any other agent of Seller is subject to the approval of R. M. Guntert, Jr.

(20) Should the Buyer become indebted to the Seller, or any assignee of the Seller, on any account or obligation or for any service not within the terms of this agreement, the Buyer shall not be entitled to a bill of sale of said Equipment, nor shall title to said Equipment pass to Buyer from Seller until such other indebtedness has been fully paid; and if the buyer be in default at any time as to any of the terms or conditions hereof, all unpaid amounts of such other indebtedness shall at the option of Seller or its assigns become due and payable immediately, irrespective of the due date thereof.

(21) All notices required to be given hereunder may be transmitted by facsimile, and confirmed by airmail with postage thereon prepaid addressed to the Buyer at the address hereinbelow set forth and to the Seller at the place where payments are being made hereunder.

(22) Time is of the essence of this Contract.

(23) The term "Seller" and "Buyer" herein shall be construed as singular or plural accordingly as one or more persons act as Seller or Buyer. The masculine shall be construed as

CONDITIONAL SALES ORDER CONTRACT

feminine or neuter as occasion may require, and if more than one person execute this instrument as either Buyer or Seller, the obligation of each shall be joint and several.

(23a) The Buyer does warrant and state that there does not now exist and, until fully paid for, there will not exist any other extension of credit to Buyer which is intended to be secured by the Equipment described in this Contract. Buyer acknowledges receipt of a copy of this Contract. The Seller hereby accepts in good faith the foregoing statement of Buyer and because of his reliance thereon, agrees to extend the credit on the terms and conditions as set forth in the Contract.

(24) On shipment Seller will furnish certification that goods are complete as specified, tested as required per Seller's test schedules, and ready to ship at plant.

(25) Buyer may designate 2 engineer(s) or technician(s) to come to Seller's factory, at no cost to Buyer, for training in the maintenance and operation of the Equipment for a period not to exceed 5 calendar days in the period of final assembly and testing, dismantling and shipping. All travel and living expenses of engineer(s) are of the account of Buyer. Seller shall give reasonable advance written notice to Buyer of the appropriate date for the arrival of Buyer's engineer(s) or technician(s).

(26) Contract Schedule of Delivery FOB Seller's Plant.

1. Any item(s) may be delivered on, or about, or before the following schedule.

Delivery FOB Plant, Ripon, CA is approximately 180-210 days after receipt of signed Conditional Sales Order Contract and Payment No. 1 thereunder.

Note: Quoted delivery date allowed FOB Seller's plant is to be automatically extended by one day for each day that receipt of all the above documents under the contract including down payment by Seller is delayed beyond November 27, 2020.

(27) It is mutually agreed that this Contract shall be governed by and construed under the laws of the State of California; and if any suit is brought thereunder, it is to be brought in the courts of the State of California.

Any provision of this Contract prohibited by the laws governing it shall be ineffective to the

CONDITIONAL SALES ORDER CONTRACT

extent of the prohibition without invalidating the remaining provisions of the Contract.

(28) Omitted

(29) Omitted

(30) Price Adjustment

1. The quoted prices do not include an amount for Spare Parts. Within 30 days after receipt of order, Seller will provide Buyer with a recommended Spare Parts List complete with prices. Seller will provide complete vendor part numbers on items not manufactured or modified by Guntert & Zimmerman. Buyer shall be free to order spare parts from Guntert & Zimmerman or directly from others.

2. Any changes to the preliminary specification that result in design changes that effect the quoted prices shall be covered by a mutually agreed upon change order(s).

(31) Currency - Escalation - Increase.

All sums to be paid hereunder shall be paid in lawful money of the United States of America.

(32) List of Attachments.

Contract Drawing D-29627

Revised Buckets Drawings A116781 & A116783

Technical Bulletin TB ET4500 1019

Warranty

Service Conditions

CONDITIONAL SALES ORDER CONTRACT

IN WITNESS WHEREOF, the parties hereto have executed this Contract in duplicate
this 23 day of November 2020.

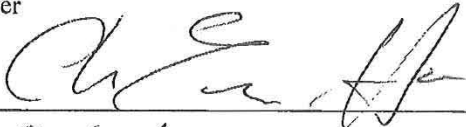
NOTE:

Signature form to conform to the
legal entity of all principals involved.

CVC Equipment LLC

Buyer

By


Fleet Manager

Title

Address: 530 Bercut Drive Suite G
Sacramento CA 95811

By

Title

Address

I, _____, certify that I am Secretary of the Corporation named
herein; that _____, who signed this contract on behalf of
was then _____ of said Corporation by authority of its governing body and is
within the scope of its corporate powers.

IN WITNESS WHEREOF, I have hereto affixed my hand and seal of said Corporation this
_____ day of _____, 2020.

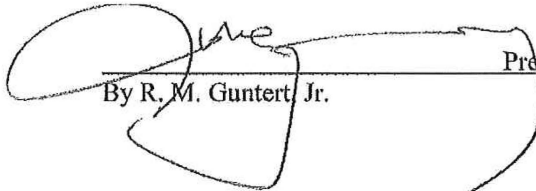
CORPORATE SEAL

CONDITIONAL SALES ORDER CONTRACT

IN WITNESS WHEREOF, the parties hereto have executed this Contract in duplicate
this 23rd day of November 2020

NOTE:

Signature form to conform to the GUNTERT & ZIMMERMAN CONST. DIV., INC.
legal entity of all principals involved. Seller


By R. M. Guntert, Jr. President & C.E.O.
Title

Address 222 E. Fourth Street
Ripon, CA 95366

I, Rolf C. Guntert, certify that I am Secretary of the Corporation
named herein; that R. M. Guntert, Jr., who signed this contract on behalf
of GUNTERT & ZIMMERMAN CONST. DIV., INC was then C.E.O. of
said Corporation by authority of its governing body and is within the scope of its corporate powers.

IN WITNESS WHEREOF, I have hereto affixed my hand and seal of said Corporation this
23rd day of November, 2020.

CORPORATE SEAL



EXHIBIT B

GUNTERT & ZIMMERMAN CONST. DIV., INC.
222 East Fourth Street
Ripon, California 95366 USA
Ph: (+1) 209.599.0066 Fax: (+1) 209.599.2021
Email: gzf@guntert.com www.guntert.com



CHANGE ORDER NO. 101

To: CVC Equipment, LLC

April 19, 2022
Change Order No: 101

REFERENCE: G&Z Quote E-527011

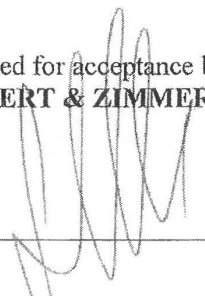
Page 1 of 2

Change to the ET4500 Contract

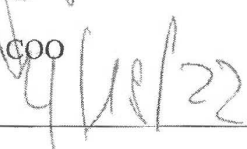
1.0		Delivery date: The new delivery dates for the ET4500 trenchers are August 1, 2022 for #1 and September 16, 2022 for #2		
2.0		Late penalty: There will be a late penalty of USD 1,500 per week per trencher up to a total of 10% of the contract value. Any late penalties will be deducted from the final payment or paid by G&Z to Buyer pursuant to Item 3.0 below.		
3.0		Contract termination: Buyer may cancel the order for any trencher that is not delivered prior to December 31, 2022. If Buyer cancels the order for any trencher, G&Z shall immediately refund all amounts paid Buyer for such trencher and also immediately pay to Buyer the applicable late fee through the termination date pursuant to Item 2.0 above. Buyer retains all other available rights and remedies as well.		
4.0		Progress reporting: With the beginning of May, Buyer will receive weekly progress reports at the end of each week		
5.0		Progress auditing: Buyer may drop by with no invitation to inspect progress on the machines during work hours if following the general G&Z visitor and safety rules		
6.0		Time is of the essence of this Agreement.		

All other terms of the Contract remain the same.

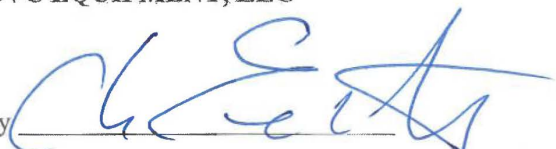
Presented for acceptance by:
GUNTERT & ZIMMERMAN CONST. DIV., INC.

by  _____

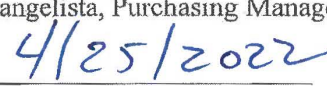
Jan Scholl, COO

date:  _____

Acknowledged and accepted by:
CVC EQUIPMENT, LLC

by  _____

Chris Evangelista, Purchasing Manager

date:  _____