

PL0108 Rev: 5/14/07

Coach No. 1262

Sales Representative

### COACH ORDER AND PRICE SCHEDULE

Address	Purchaser_	
Home Business E-Mail BASE PRICES  Length* Z/F ASTronic 12-speed Caterpillar C15 625 bhp  40'6" 41'6"	Address	
☐ Mobil  — E-Mail  — BASE PRICES  Length*  Z/F ASTronic 12-speed Caterpillar C15 625 bhp  40'6" 41'6"	City, State, Zip	
BASE PRICES  Length*  Z/F ASTronic 12-speed Caterpillar C15 625 bhp  40'6" 41'6"	T Home	Business
BASE PRICES  Length*  Z/F ASTronic 12-speed Caterpillar C15 625 bhp  40'6" 41'6"	☎ Mobil	E-Mail
Length*  Z/F ASTronic 12-speed  Caterpillar C15 625 bhp  40'6"  41'6"	₹ Fax	<del></del> _
Z/F ASTronic 12-speed  Caterpillar C15 625 bhp  40'6"  41'6"		BASE PRICES
41'6"		Z/F ASTronic 12-speed
		42'6"
43'6"	•	
44'6"		
45'0" 45'8"		

Prices, standard equipment and features, and options are subject to change without notice prior to execution and acceptance of coach order.

<sup>\*</sup> Includes bumper surfaces

# Standard Equipment and Features

# Chassis and Body

### Safety and Security

Automatic traction control
Air horns
Air brakes with 6-channel ABS anti-skid system
Heated, electrically adjustable, chrome rearview mirrors
Separate, electrically adjustable wide angles in rearview mirrors
Two-stage engine compression brake
Panoramic windshield wipers with intermittent feature
Fire extinguisher in engine compartment; two Halon extinguishers in interior

### Strength and Durability

Custom Newell bridge-construction frame Aircraft-style aluminum body construction Integrated bumpers Baltek mat-reinforced fiber composite end caps

### Performance, Ride and Handling

Turbo-boost gauge
Matched rear-axle ratio
ZF variable-ratio power steering
ZF independent front suspension with anti-roll linkage and disc brakes
ZF wide-base drive-axle suspension with disc brakes
ZF steering tag-axle suspension with disc brakes

### Appearance

Newell custom stainless-steel engine-compartment package Polished aluminum wheels with stainless steel trim Stainless-steel sill moldings Bright chrome headlight and generator door trim Bright chrome taillight and rear body trim Flush windshield and windows

#### Comfort and Convenience

Fast-idle feature in cruise control
Aqua-Hot engine coolant preheater
Valid automatic air-leveling system
One-piece fiberglass liner for tankage bay with drain
Fully insulated floor
Insulated carpeted storage bays
Insulated heated plumbing bay
Insulated double-paned windows (except windshield)

Sprayed-urethane insulation in sidewalls and roof

Window sizes and locations matched to floorplans; custom window options available

Girard power-operated patio awning

Girard power-operated window awnings

Generator exhaust through roof

Air-powered entry door with keyless locking

Bi-fold, hinge-up bay doors with gas-strut assist and central locking system

Sunroof with screen over rear closet or rear bath

#### Other Features, Service and Maintenance

Fuel filter/water separator for main engine

Fuel/water separator for Aqua-Hot

Automatic air-system dryer

Heavy-duty trailer hitch, max. 14,000-lb load; 8,000-lb receiver bar and ball

Engine-driven driver's-area heater and air conditioner

Spare-parts kit

### Electrical

#### Comfort and Convenience

Glendinning electric shore power-cord reel [should "power-cord" be hyphenated?] Generator start switches at dash and galley Generator buddy plug Emergency-start, 12-volt battery merge

#### Safety Features

Automatic generator fire extinguisher and shut-down system Burglar alarm with entry-door switch Panic alarm with bedroom switch

### 120/240 Volt System

50-amp, two-leg electrical system; 120 and 240 volts
Turbocharged diesel generator on vibration insulating mounts
Two Outback 2800-watt, pure sine-wave inverter/charger
Remote inverter/charger control panel with data display
Automatic shoreline/generator transfer switch
Automatic surge protection and fault protection
Shoreline splitter cord (50-amp, 2x30-amp, 1x30-amp or 20-amp hookup)

### 12-Volt System

Independent 12-volt chassis and house systems
Two 8D Concord Lifeline AGM batteries for engine start with master switch
Six 8D Concord Lifeline AGM batteries for house with master switch
400-amp, 12-volt main engine alternator
35-amp, 12-volt generator engine alternator

PowerPulse automatic battery conditioners/equalizers

#### Other Convenience Features

Landline telephone wiring Digital clock with alarm in bedroom or rear lounge Storage-compartment lights with automatic switches Master switches at key locations for interior lighting Two attic-style ventilation fans

## Entertainment Systems

Premium dash AM/FM audio with CD player and choice of XM or Sirius satellite

Two premium speakers for dash audio

Home theater Dolby 5.1 receiver for front salon with five premium speakers

Remote control for front salon audio/video system

32-inch flat-screen TV in bedroom; HD-capable

Choice of in-motion dual LNB or fold-down high-definition triple LNB satellite television system

DSS receivers for salon area and bedroom

Amplified television antenna

Cable television connection

## Driving Controls

SilverLeaf glass dash GPS navigation system integrated with dash audio

40-channel CB radio with controls in microphone

Tire pressure and temperature monitor system; tow car capable

Genuine leather, color-coordinated, custom instrument panel

Outside thermometer

Radar detector

SmartWheel, color-coordinated leather steering wheel with fingertip controls

Power-tilt/telescoping steering column

Automotive-style suspended brake pedal

Color rearview television monitor.

## Interior Features and Cabinetry

### Cabinetry

High-pressure laminate cabinet finishes European-style concealed hinges Deluxe drawer glides Positive latches on drawers Flush-style door and drawer fronts

Pull-out pantry in most fioorplans
Rectangular, integrated kitchen sink
Flush galley-sink cover
Solid-surface premium countertops
Hinged bedboard with powered opener (except Murphy bed)

#### **Furniture**

Deluxe driver's seat with air ride and Villa recliner co-pilot seat Driver's console with storage California King side island bed in most floorplans Villa convertible sofa Villa reclining chair Living-room table in most floorplans

### Fabrics and Miscellaneous Finishing Materials

Custom decor selection Fitted, quilted, designer bedspread with pillow shams or pillow flap Custom, lined cab-window draperies Power-operated windshield privacy shade and cab sun shades

## Living Systems

#### Climate Control

Aqua-Hot diesel/220-volt, electric hydronic heating system with continuous-flow water heater
Electric heat under galley and bathroom solid flooring
Ducted roof air conditioning: three A/C units on 42' and smaller; four A/C units on 43' and larger

### Plumbing

Heated, insulated tankage compartment
High-performance 120-volt marine water pump, auxiliary 12-volt water pump
Automatic freshwater fill
Mirror-finish, stainless-steel tankage compartment trim
Deluxe hot/cold water faucet in tankage compartment
Everpure dual-cartridge water purifier
Decorator galley water faucet
Designer-quality lavy fixtures
Automatic temperature-controlled shower valve
Electric dump valve
Waste Master power extension-and-retraction sewer-drain hose

### **Appliances**

Stacked, 220-volt washer-and-dryer units Sub-Zero 700, flush refrigerator/freezer with ice maker GE Advantium microwave/halogen oven Two-burner Gaggenau electric cook top; recessed with flush, hinged cover Fisher & Paykel DishDrawer dishwasher Garbage disposal

### Monitoring and Controlling

SilverLeaf house-monitor data display and control system Freshwater and holding-tank fluid-level monitors

### Miscellaneous Living and Safety Features

Dual 120-volt auxiliary air compressors
Smoke detector
Carbon monoxide detector
Girard power-operated patio awning with remote control and wind sensor
Four Girard power-operated window awnings

### **Paint**

Choice of file paint schemes Premium paint with super clear-coat finish Four colors, including roof Chip protection on front cap

# Floorplan Selection And Floorplan Options M1.0. Mid-door/walk-in rear closet/walk-through center bath/curb galley M2.0. Mid-door/rear bath/curb galley Includes the following options: Rear bath F1.0. Front door/rear bath/curb galley Includes the following features: Front door Rear bath F2.0. Front door/rear bath/enlarged curb galley Includes the following features: Front door Rear bath Enlarged galley on curb side F3.0. Front door/rear bath/enlarged street galley Includes the following features: Front door Rear bath Enlarged galley on street side F4.0. Front door/split bath/center, walk-around bed Includes the following features: Front door Center half bath with salon and bedroom access Rear shower and lavy Enlarged galley

		~ .		-
	X 1	Custom	tioor	กโดท
_	ZX.1.		ALVOL	~

SPL. Cutomer request modifications and special cabinetry for a reference floorplan

### Selected Floorplan Options

×	001-Desk with straight-back chair in living room glide-out, in lieu of table
	002-Convertible bedroom with fold-up wall bed including fabric sofa and Kiri
	recliner
	003-Half bath, including 2nd commode and lavy

	004-Night stands 004.1 - Night stands with solid surface tops 004.2 - Arched alcoves  Features And Optional Equipment
100-Frame And Ch	<u>assis</u>
	107- Generator and Aqua-Hot exhaust 107.1 - Generator exhaust through the roof (not available with all plans) 107.2 - Aqua Hot exhaust discharge under rear bumper 108- Allison World Transmission and Caterpillar C15 625 hp/1900 ft. lb. torque
	201-Slide-out rooms including air seal and linear ball bearing system  201.0.0-Slide-out control and operation system (required for slide-out options below)  201.1Driver-side living room flat floor  201.1.1 Up to 16' length (#/-C)  201.1.2 18' length  201.2.2.1-Driver-side bedroom, raised floor under bed (#2-A)

201.2.2.2-Driver-side bedroom flat floor

206-Sunroof with screen over rear closet or rear bath

of aluminum

201.3.2-Copilot-side bedroom, flat floor (#3-D)

201.4.2-Copilot-side living room, flat floor (#4-GP)

202-Mirror-finish stainless steel between upper and lower body moldings in lieu

### 220-Body Window Ventilator Schedule

Recommend	led (standard) picture window locations
Ф	Living room, driver side
a ·	Living room, co-pilot side
	Galley
	Bedroom opposite headboard
	Slide-out end windows
۵	BathroomMidRear
Available a	dditional picture window locations
Ĺ	Dinette
Recommen	ded ventilator window locations
×	Cab driver side, power-operated slider
<u>)%</u>	Cab co-pilot side, awning-type for front door plans, slider for mid-door plans
) <b>X</b> (	Dinette, awning-type
A	
Available a	dditional ventilator window locations
Ø	Living room, driver side
Œ	Living room, co-pilot side
熔	Galley
<b>x</b>	Bedroom, opposite headboard, awning-type
٥	Bathroom, awning type
Notes:	

# 300-Heating, Air Conditioning, And Living systems

	301– Roof mounted ducted air conditioning
	301.1-Three air conditioning units, 42' and shorter
$\square$	301.2-Four air conditioning units, 43' and longer
	302-Delete electric heat under galley and bathroom solid flooring 303-Refrigerator/freezer
$\bowtie$	303.1-Sub Zero 700 flush cabinet style with icemaker
$\boxtimes$	303.2-Sub Zero 701 undercounter refrigerator and freezer units
	303.3-Side-by-side refrigerator with water and ice in door
	307-Two station door intercom system
$\boxtimes$	309—Patio yard lights/three each side low mount, and one above entry door, standard, each additional +3 RIGHT SIDE MID HEIGHT
	310- Central vacuum with attachments 312-Washer and dryer
	312.1-Washer and 220 volt dryer. stacked
	312.2-Delete washer and dryer
	313–Trash compactor 314–Dishwasher
$\boxtimes$	314.1-Fisher & Paykel DishDrawer
	314.2–Delete dishwasher
	316-Instant hot water and water chiller
	317–Freezer, 100 pounds, on slide
400-Interior Cabi	netry And Decor
	401–Ultra Wood genuine wood veneer cabinetry
$\boxtimes$	402–Special patterned laminate trim on columns
	403-Villa three-phase recliner in lieu of fixed base swivel recliner
	404–Kiri recliner in lieu of fixed base swivel recliner 408–Tub/shower
	408.1-Tub/shower in lieu of standard shower
$\boxtimes$	408.2–Rectangular shower including tiled base and walls in lieu of Cesana radius enclosure with composite base
	408.3-Engraved tiled shower walls with standard Cessana enclosure
	408.4-Genuine marble or granite shower walls and base
	411–Galley sink
turt.	411.1–Single rectangular sink
$\boxtimes$	411.2—Custom galley sink STAINLESS

	412–Solid surface countertops
	412.1—Single color, no pattern or particulate
	412.2—Patterned or particulate color, or optional brand material 413- Countertop edge trim (in lieu of standard 3/4" roundover) 413.1–3/4" roundover edge
	413.1.1–Single color
	413.1.2–Sandwich color 413.2– 1/4" roundover edge
	413.2.1–Single color
	413.2.2–Single color with lip at galley only
	413.2.3–Border edge
	413.2.4–Border edge with lip at galley only 413.3–1/2" triple vertical edge
	413.3.1-Single color
	413.3.2–Sandwich color
	413.4—Ogee edge
	413.4.1-Single color including edge
$\boxtimes$	413.4.2-Border edge in contrasting color
	414-Phantom walls leather covered in lieu of fabric, front area
	415–Villa curved front convertible sofa bed with air mattress (requires extension of driver's side front slide-out to unfold to bed)
$\boxtimes$	416–Genuine leather upholstery 416.2–Sofa
	416.3-Driver and copilot chairs w/NSEET
	416.5-Dinette SEAT CUSHION'S
	416.6–Recliner
- American	418–Slide-Master aluminum slide-out floor, specify bay and side
$\boxtimes$	418.1-Short (up to 58" deep), powered, with remote control, \$1800 each
X	418.2-Long (92" dual travel), powered, with remote control, \$2000 each
r	424—Cooktops
	424.1–Two burner black ceramic electric, recessed
	424.2–Kuppersbusch three burner ceramic electric, flush
	425–Slide-out electric BBQ grill mounted in exterior bay
	426-Stainless steel fronts for dishwasher, microwave, and refrigerator/freezer 434-Outdoor entertainment center
	434.1—Pullout 26" flat screen television, DSS receiver, and satellite radio
	434.2—Add refrigerator to entertainment center
	434.3—Add freezer to entertainment center

	434.4—Add Gaggeneau BBQ grill to entertainment center
	434.5—Custom entertainment center
	440–Lucite glasses cabinet
	440.1–Over door with clear mirror, mid entry door only
Ц	440.3–Crystal glasses to fit glasses cabinet, set of 12
	440.5–Glasses cabinet for front-entry door floorplan
	441–Upholstered ottoman with solid-surface top in lieu of coffee table 442–Window Furnishings
X X	442.3-"Silhouette" style shades forward, "Duette" style shades, bedroom
Ø	442.5—Power operated window shades 448—Solid flooring and cabinet top materials
	448.1–Granite or marble flooring, 12" x 12" tiles, galley, bath and entry steps, up to approx. 125 sq. ft. maximum
	448.2–Lightweight granite flooring, 12" x 12", galley, bath and entry steps, required for over approx. 125 sq. ft.
	448.3–Granite or marble half bath lavy top
	448.4–Granite or marble night stands
	448.7-Granite or marble lavy top with single bowl DEEL EDGE 449-Custom carpeting
<b>X</b>	449.1-Standard carpet inlays in salon and bedroom/lounge
	449.2-Non-standard carpet or carpet inlays
	450-Coordination with customer decorator, minimum charge
	451-Selection of premium laminate, veneer, or fabric
	452-Laminate wood-pattern flooring (specify areas)
<u>s</u>	
Σ.	
	501-Additional patio awning, co-pilot side
	502-Brew Express built-in coffeemaker
	503–Safe, key lock, specify location
$\boxtimes$	505–12.5 ft. telescoping ladder on carrier rack in bay storage
	507–Euro-styled high mounted rear view mirrors
<u>600</u>	)–Plumbing
	605-Lavy accessories and fixtures
DX X	oob many acceptance and a series and a serie
<b>X</b>	605.1– Choice from standard range of accessories
ĶΧĮ	605.1– Choice from standard range of accessories  One lavy faucet set
Ϋ́	605.1– Choice from standard range of accessories One lavy faucet set Three towel bars
<b>ķX</b> Į	605.1– Choice from standard range of accessories One lavy faucet set Three towel bars One towel ring
<u>(X</u>	605.1– Choice from standard range of accessories One lavy faucet set Three towel bars

## 800-Audio Video Systems And Electronics

(Note: Satellite TV and internet systems require activation and subscription at additional expense. Not all DirecTV high definition channels are received on in-motion satellite systems.)

$\boxtimes$	801–Satellite radio service. Select XM or Sirius (requires subscription after initial no-charge period; include customer account no)
	802–VORAD cruise control and warning system 806–Salon satellite DirecTV and home theater system
	806.1-32" LCD HD TV in front overhead, and HD DSS receiver *
×	806.3-42" HD LCD TV (not recommended for windshield overhead cabinet in front entry floorplans) #A Room
M	806.4—Subwoofer for salon home theater
	806.5-Blu-Ray high definition DVD player in lieu of DVD/VCR player
	806.6-Bose home theater system including subwoofer
	807-HD satellite receiver with digital video recorder, each (specify location) 808-DVD/VCR Player (standard definition)
$\mathbf{X}$	808.1-Single DVD player (one-specify salon or bedroom)
X	808.2–Second DVD player 809–Bedroom satellite DirecTV system
	809.1-32" LCD HD TV and HD DSS receiver*
Ø	809.3– 42" HD LCD TV
	809.3.1-40" HD LCD TV with motorized lift
	809.4- Surround sound with subwoofer for bedroom television system
	809.6- Complete Home Theater, including theater seating (2), HD projector, motorized screen, HD DVD player, HD TV tuner, surround sound receiver, and surround sound speakers with subwoofer (requires Murphy bed and opposing slide-outs)
	810-MotoSat high definition satellite TV fold-down antenna, triple LNB in lieu of in-motion system
	811—"Behind the mirror" flatscreen TV in bath vanity upper cabinet 812 – Internet satellite system
	812.1–Moto-Sat DataStorm
	812.2-Moto-Sat DataStorm F2 system (higher speed and VOIP capable)
	900-Paint
	901–Extra colors (4 included), 902–Modified or custom paint design, 903–Custom paint treatments, including blends, marbling and pinstripes
	904–Coordination with customer's designer,

	ANAWALT	UNDERMOUNT	LAVY SI	JK BLA	CK/GOLD"
-	DURA-BA	PITE WHEELS	ON DRI	VE AXLE (	(2) OUTER
	Power	RETRACTING	BED	72×80	***
				· · · · · · · · · · · · · · · · · · ·	
			· .		
					<u> </u>

**Total Coach Price** 

SETTLEMENT Cash Deposit Sub	omitted With Order
Allowance For Trade-In (See Ad	lditional Terms of Purchase)
Less Payoff Owing To:	
Cash To Be Received At Deliver	ry
Balance If Financed	
Settlement verified by	Date
TRADE-IN Year Make Model NONE	
Purchaser agrees to deliver trade-in to Ne accessories, and tools unless shortages are	well Coach complete with all original factory equipment, e mutually agreed upon in writing.
Purchaser agrees to deliver trade-in to Ne the time this agreement was executed, oth	ewell on with no damage other than what was disclosed at ner than normal wear and tear.
Trade-In Allowance \$	Difference \$

#### **Purchaser Furnished Materials**

Purchaser furnished materials cannot be accepted for installation on new coaches except with prior written agreement.

### Motor Vehicle Regulations, Emissions Standards, And Safety Standards

NEWELL COACH CORPORATION CERTIFIES THAT THE VEHICLE PRODUCED PURSUANT TO THIS ORDER, AS OF THE DATE OF ITS MANUFACTURE, MEETS ALL APPLICABLE UNITED STATES FEDERAL MOTOR VEHICLE SAFETY STANDARDS, EPA FEDERAL EXHAUST EMISSIONS REGULATIONS, AND ALL OTHER APPLICABLE UNITED STATES FEDERAL VEHICLE REGULATIONS. UNLESS OTHERWISE AGREED IN WRITING, NEWELL COACH CORPORATION MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING COMPLIANCE WITH STATE AND LOCAL MOTOR VEHICLE CODES, REGULATIONS AND STATUTES, NOR COMPLIANCE WITH THE CODES, REGULATIONS, AND STATUTES OF COUNTRIES OTHER THAN THE UNITED STATES.

### **Additional Terms Of Purchase**

- 1. Newell Coach Corp. ("Newell") agrees to sell and Purchaser agrees to buy for the price set forth in this Agreement the motor coach described herein, subject to the terms and conditions of the Coach Order ("Order"). Point of Purchase and Delivery: The offices of Newell, North Highway 69, Commerce, Oklahoma.
- 2. Newell follows a policy of continual product improvement and refinement. As a result, changes to standard equipment and features, specifications, and optional equipment may occur at any time. In addition, certain changes, including those described in the prior sentence, may be made as a result of events and occurrences beyond the control of Newell.
- 3. The Purchaser agrees to promptly provide Newell with any additional information and decisions as may be necessary to complete this Order. In the event that the Purchaser fails to notify Newell of additional information or decisions, and a delay in completing this Order could result, the Purchaser authorizes Newell to exercise Newell's best judgment in determining how to proceed so as not to delay completion of this Order.
- 4. Purchaser agrees to deliver to Newell negotiable title to any property traded in as a part of the consideration for the coach ordered hereunder at the time of delivery of such trade-in property to Newell. Purchaser warrants any such property to be his/her property, free and clear of all liens and encumbrances except as otherwise disclosed and noted herein. SELLER FURTHER WARRANTS THAT THE TITLE FOR ANY SUCH TRADE-IN PROPERTY IS "CLEAR," AND CONTAINS NO WARNINGS OR NOTIFICATIONS SUCH AS "SALVAGE," "REBUILT," "JUNK," OR "REMANUFACTURED" UNLESS SUCH NOTIFICATION HAS BEEN DISCLOSED TO NEWELL IN WRITING AND ACCEPTED BY NEWELL IN WRITING PRIOR TO THE EXECUTION OF THIS CONTRACT. SHOULD PURCHASER BREACH THIS PROVISION, IT IS MUTUALLY AGREED BY NEWELL AND PURCHASER THAT THE TRADE-IN ALLOWANCE SHALL BE REDUCED BY FIFTY (50) PERCENT UNLESS OTHERWISE MUTUALLY AGREED.
- 5. Newell shall not be liable for failure to deliver or delay in delivering the coach covered by this Order where such failure or delay is due, in whole or in part, to any cause beyond the control of Newell.
- 6. The price for the coach specified on the face of this Order does not include sales taxes, use taxes, or license fees. Purchaser agrees to assume sole responsibility for the full and proper payment of any and all such taxes and fees.
- 7. NEWELL DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING THOSE OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY. NEWELL SHALL NOT BE LIABLE FOR, AND NEITHER PURCHASER NOR ANY DIRECT OR REMOTE TRANSFEREE OF PURCHASER SHALL HAVE ANY RIGHT TO RECOVER FROM NEWELL, ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS OR INCOME, INCONVENIENCE, OR ANY OTHER DAMAGES, REGARDLESS OF WHETHER SUCH DAMAGES ARE CHARACTERIZED AS "CONSEQUENTIAL," "INCIDENTAL," "COMPENSATORY," OR OTHERWISE.
- 8. Unless specifically agreed in writing to the contrary, Newell is under no obligation to extend or

arrange for the extension of any credit to complete this transaction. The Purchaser, before or at the time of delivery of the motor coach covered by this Order, will execute such forms of agreement or documents as may be required by the terms and conditions of payment or credit terms requested by the Purchaser. If Purchaser is seeking the extension of credit from Newell or from a third party in order to complete settlement, Purchaser agrees to promptly furnish such information and execute such additional written documents, notes, contracts, and agreements as is normal industry practice or may be reasonably required for the extension of such credit. In consideration for the extension of any credit to complete settlement, it is specifically agreed that a first lien against the motor coach has been created in favor of Newell or its assignees.

- 9. DEPOSIT: IN THE EVENT THAT THE PURCHASER CANCELS THIS ORDER, OR DOES NOT TAKE DELIVERY AND PAY THE BALANCE DUE ON THIS ORDER WITHIN TEN DAYS AFTER NOTIFICATION BY NEWELL THAT THE COACH IS READY FOR DELIVERY, IT IS EXPRESSLY AGREED THAT NEWELL MAY COLLECT, FROM THE AMOUNTS PLACED ON DEPOSIT WITH NEWELL BY THE PURCHASER IN CASH OR TRADE-IN CREDITS OR UPON DEMAND, TEN (10) PERCENT OF TOTAL COACH PRICE SHOWN ABOVE AS LIQUIDATED DAMAGES. PURCHASER AND NEWELL AGREE THAT SUCH AMOUNT IS A REASONABLE AMOUNT FOR LIQUIDATED DAMAGES, AND THAT IT WOULD BE IMPRACTICAL OR EXTREMELY DIFFICULT TO FIX THE ACTUAL DAMAGES.
- 10. From time to time prior to completion of this Order and delivery of the coach, changes to the specifications or pricing may be made by mutual agreement of the Purchaser and Newell. Newell will document such changes by written Change Orders with a copy furnished to the Purchaser. Each Change Order shall be considered as accepted and agreed to by the Purchaser and shall become a part of this Order unless Purchaser notifies Newell to the contrary within ten (10) days of receiving said Change Order or Purchaser pays the final invoice, whichever is sooner.
- 11. Concurrent with delivery of the coach ordered hereunder, Newell will issue a final invoice to the Purchaser. Such invoice may reflect adjustments to the new coach price, or if a trade-in is a portion of the consideration, the difference price, made by mutual agreement of Newell and the Purchaser. Payment by the purchaser or his/her agent of the balance due as shown on such invoice shall indicate the agreement of the purchaser to the revised coach price as shown on such invoice. Further, if a trade-in is a portion of the consideration, the difference price shown on the invoice shall constitute the agreement between the Purchaser and Newell as to the amount thereof. Consistent with industry practice, any trade-in allowance shown on this Order or on the final invoice may be higher than the actual cash value of the trade-in. Purchaser and Newell agree that, in the event a dispute arises between the parties concerning this Order or if this Order is rescinded or terminated in whole or in part for any reason, the allowance for the trade-in may not represent the actual cash value of the trade-in. The parties agree that the actual cash value of the trade-in shall be calculated as the net resale price obtained by Newell less reconditioning and servicing at Newell's normal retail prices and less ten percent allowance for Newell's overhead and selling expenses.
- 12. CHOICE OF LAW, JURISDICTION AND ATTORNEYS' FEES: THIS ORDER AND THE OBLIGATIONS OF THE PARTIES ARISING HEREUNDER SHALL BE INTERPRETED, CONSTRUED, GOVERNED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF OKLAHOMA. THE PARTIES HERETO AGREE THAT THE EXCLUSIVE JURISDICTION AND VENUE FOR THE RESOLUTION OF ANY DISPUTE OF ANY KIND OR NATURE ARISING OUT OF OR IN CONNECTION WITH

THIS ORDER, INCLUDING BUT NOT LIMITED TO THE PERFORMANCE OR CLAIMED LACK OF PERFORMANCE OF ANY DUTIES OWED BY ANY PARTY UNDER THIS ORDER, ANY CLAIMED DEFECT(S) IN THE COACH WHICH IS THE SUBJECT OF THIS ORDER AND/OR ANY SERVICES CONNECTED THEREWITH, SHALL BE IN THE DISTRICT COURT IN AND FOR OTTAWA COUNTY, OKLAHOMA. IN ANY SUCH LAWSUIT, THE PARTIES AGREE THAT THE PREVAILING PARTY SHALL RECEIVE, IN ADDITION TO ALL OTHER DAMAGES WHICH SUCH PARTY MAY BE AWARDED, AN AWARD OF THE ATTORNEYS' FEES, COSTS AND LITIGATION EXPENSES INCURRED BY THE PREVAILING PARTY IN SUCH LAWSUIT.

- 13. Separability. If any provision of this Order is rendered or declared illegal or unenforceable, all other provisions of this Agreement shall remain in full force and effect.
- 14. This Order, together with Change Orders as described in paragraph 10 above, and the final invoice, as described in paragraph 11 above, comprise the entire agreement between the parties and supercede all prior agreements, discussions, representatives and negotiations, oral or written. This Order may be amended only by Change Orders and the final invoice described above, or a written amendment signed by all parties.
- 15. In the event of any controversy, claim, dispute, or litigation between the parties affecting or relating to the subject matter or performance of this Order, the prevailing party shall be entitled to recover from the nonprevailing party all of its reasonable expenses, including but not limited to attorneys' fees, witness fees, accountants' fees, and court costs.

This Coach Order and Price Schedule and Continuation Sheet, if any, together with the detailed drawings and change orders generated by Newell as a consequence of this Coach Order and Price Schedule, comprise the entire agreement affecting this purchase. No other agreement or understanding of any nature concerning this purchase has been made or entered into. Unless specifically agreed in writing to the contrary, the Purchaser hereby certifies that no credit has been extended to the Purchaser for the purchase of this motor coach. The Purchaser further certifies that he/she is of legal age and hereby acknowledges receipt of a copy of this Order.

**Agreed And Accepted:** 

Agreed And Accepted:
Newell Coach Corporation



P.O. Box 511 • North Highway 69 • Miami, OK 74355 • (918) 542-3344 • Fax (918)542-2028

# Change Order

Change Order Number: 1

Coach Number: 1262

Coach Name/Owner: Mabee

Date: 10-1-07

Net Charge	Item	Description	Note
	1	Clarification: Rear bath granite flooring is a different color selection than the galley, entry and lavy top	Interior Spec Sheet
	2	Clarification: Pilot seat has a 2 <sup>nd</sup> color leather insert copilot seat does not	Item #416.3 & Interior Spec Sheet
	3	Premium laminate selection	Item #451 & Interior Spec Sheet
	4	Delete 2 <sup>nd</sup> color laminate on columns	Item #402 & Interior Spec Sheet
	5	Delete ¼" roundover border edge with lip at galley now to be Ogee border edge	Item #413.2.4 & item #413.4.2 & Interior Spec Sheet
	6	Eight Besa Domi Minisconces #1WL brushed chrome with	Interior Spec Sheet Interior Spec Sheet
	7	Mocha glass shade in lieu of standard reading lights  Leather woven upholstery on ottoman lid	menor opec oneer

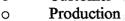
Net Total of Change Orde	-1 -	O	Ch-	_£	-441	_	NI_1	
--------------------------	------	---	-----	----	------	---	------	--

Approved: \_\_\_\_\_\_\_.

Written by: Jim Cossairt









P.O. Box 511 • North Highway 69 • Miami, OK 74355 • (918) 542-3344 • Fax (918) 542-2028

# Change Order

Change Order Number: 2

Coach Number: 1262

Coach Name/Owner: Mabee

Date: 11-2-07

Net Charge	Item	Description	Note
	8	Delete the SmarTire sensors on the drive axle and tag axle due to reliability issues	
	9	The dinette seats are to be Garrett Avion Luna 218 leather in lieu of Berkshire Espresso leather	Interior Spec Sheet

Net Total	of	<u>Change</u>	Order

Approved:

Written by: Jim Cossairt

Production



P.O. Box 511 • North Highway 69 • Miami, OK 74355 • (918) 542-3344 • Fax (918)542-2028

# Change Order

Change Order Number: 3

Coach Number: 1262

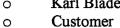
Coach Name/Owner: Mabee

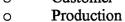
Date: 11/19/07

Net Charge	Item	Description	Note
	10	Home theater receiver to be JVC RX-D702B, nc #801 <b>\$</b> 10, in lieu of the Marantz, nc #23662. Now to be standard equipment.	
	<u> </u>		

	Net Total of	Change (	Order		
70					
Approved:				 	 

Written by: Lisa Reading







P.O. Box 511 • North Highway 69 • Miami, OK 74355 • (918) 542-3344 • Fax (918)542-2028

# Change Order

Change Order Number: 4

Coach Number: 1262

Coach Name/Owner: Mabee

Date: 1-17-08

Net Charge	Item	Description	Note
	11	Approved palette:  MM206.50 – Light Gold Met.  MM342.50 – Black Met.	
		MM301.50 – Dark Brown Met. MM249.03 – Dark Gold Met.	
		Awning: 4633 – Linen	
	12	Coach to receive Stainless steel engine door louver inserts	Blending – item 903
	13	Coach to receive custom blending	Contract item 902
	14	Delete custom or modified paint design – standard design picked	
		·	

Net	Total	of	Ch	ange	e Order

Approved:  $\overline{\lambda}$ 

Written by: Truman Bidelspach