

EXHIBIT A

EQUIPMENT PURCHASE AGREEMENT

THIS AGREEMENT is made and entered into as of the 18th day of March, 2014 by and between GLW Equipment Leasing, LLC, a Minnesota limited liability company ("Seller"), and Rihm Kenworth, Inc., a Minnesota corporation ("Buyer").

WITNESSETH:

WHEREAS, Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, those certain items of equipment (the "Equipment") listed and described in Exhibit A attached hereto and hereby made a part hereof (the "Equipment Schedule");

WHEREAS, Seller is operating as a debtor in possession in chapter 11 proceedings pending in the United States Bankruptcy Court for the District of Minnesota ("Bankruptcy Court"), Case No. 13-44202 and will promptly seek Bankruptcy Court authorization to enter into and promptly close the sale of Equipment as provided herein;

WHEREAS, Buyer has inspected some but not all of the Equipment and shall continue to conduct Equipment inspections to be concluded on or before April 15, 2014;

NOW, THEREFORE, pursuant to the foregoing recital, which is an integral part hereof, and in consideration of the mutual covenants contained herein, the sufficiency of which is hereby acknowledged, Buyer and Seller (the "Parties") hereby agree as follows.

1. **PURCHASE AND SALE.** Subject to the terms and upon the conditions contained in this Agreement, Seller will sell the Equipment to Buyer, and Buyer will purchase the Equipment from Seller.
2. **PURCHASE PRICE.**
 - a. The purchase price as and for each unit of Equipment hereunder is as set forth in the Equipment Schedule (the "Purchase Price").
 - b. Buyer will pay the Purchase Price to Seller in cash or other immediately available funds at the Closing (as that term is defined below).
 - c. For any and all purposes, the Purchase Price will be allocated among the Equipment in the manner shown in the Equipment Schedule.
3. **INSPECTION CONTINGENCY.** On or before April 15, 2014, Buyer may, in its sole and absolute discretion, withdraw its offer to purchase some or all of the Equipment. Seller shall make Equipment available to Buyer for inspection during normal business hours through April 15, 2014. On or before April 15, 2014, Buyer shall designate by written notice to Seller any Equipment to be removed from the Equipment Schedule.
4. **CLOSING.**
 - a. The closing (the "Closing") of the purchase and sale of the Equipment hereunder will occur ten (10) days after the date of this Agreement which is expected to be March 31, 2014 (the "Closing Date"). Except as Buyer and Seller may otherwise agree in writing, the Closing will be performed via electronic mail, electronic funds transfer, facsimile, and/or overnight courier. Notwithstanding the actual date(s) on which documents required for the Closing are signed and exchanged, or the time(s) of day on such date(s), the effective time of the Closing will be 12:01 a.m. local time in Minneapolis, Minnesota, on the Closing Date.

- b. This Agreement is subject to and shall become effective only upon entry of an order by the Bankruptcy Court authorizing the sale of the Equipment to Buyer, free and clear of interests pursuant to 11 U.S.C. § 363(f) (the "Sale Order"). If the Sale Order is not entered before the Closing Date, the Closing will occur as soon as possible after the Sale Order is entered, with a target date for the Closing no later than April 30, 2014 (the "Outside Closing Date"). If the Closing has not occurred by the Outside Closing Date, this Agreement will terminate and each of Buyer and Seller will be responsible for its own pre-termination costs.
- c. At the Closing, Seller will deliver to Buyer (i) possession of all of the Equipment, (ii) a Bill of Sale concerning the Equipment, which Bill of Sale will be in the form of Schedule 4(c) attached hereto and hereby made a part hereof, and (iii) any and all available certificates of title for the Equipment, properly endorsed for transfer.
5. **AS-IS, WHERE IS CONDITION.** Seller is selling the Equipment to Buyer, and Buyer is purchasing the "Equipment" from Seller on an "as-is", "where is", "with all faults" basis, and Seller is not making, and hereby disclaims, any representations or warranties whatsoever relating to the Equipment, including, without limitation, any representation or warranty regarding the condition of the Equipment, the functionality or usability of the Equipment, title to the Equipment, or the value of the Equipment.
6. **TRANSACTION COSTS.** Each of the Parties will bear and pay those costs and expenses incurred by it or on its behalf in connection with the transactions described herein, including, without limitation, attorneys' and accountants' fees, without contribution from the other Party.
7. **NOTICES.** All notices, offers, requests or other communications from any of the Parties to another Party will be in writing and will be considered to have been duly delivered or served if personally delivered, delivered by overnight courier, or sent by first class certified mail, return receipt requested, postage prepaid, to the proper Party at its address as set forth below or to such other address as such Party may hereafter designate by written notice to the other Parties:

If to Seller, to:

GLW Equipment Leasing, LLC
10078 Landers Court NE, Suite 130
Blaine, MN 55449
Attn: Warren Cadwallader

With a copy to:

Ravich Meyer Kirkman McGrath Nauman & Tansey, P.A.
Attn: Michael F. McGrath, Esq.
4545 IDS Center
80 South Eighth Street
Minneapolis, MN 55402

If to Buyer, to:

Rihm Kenworth, Inc.
2108 University Avenue
St. Paul, MN 55114

With a copy to:

Attn: _____, Esq.

8. **NO THIRD PARTY BENEFICIARIES.** This Agreement is a contract solely between Buyer and Seller. No third party beneficiaries (including, without limitation, employees and customers of Seller) are intended hereunder and none will be inferred herein.
9. **BENEFIT.** This Agreement will inure to the benefit of and will be binding upon each of the Parties and their respective successors and assigns.
10. **HEADINGS.** Section headings have been used in this Agreement for convenience purposes only. In no manner will any section heading in this Agreement limit any term or provision of the section to which it relates.
11. **WAIVER.** No waiver, modification or amendment of any term, condition or provision of this Agreement will be valid, binding or of any effect unless made in writing, signed by the Party(ies) to be bound thereby or its(their) duly authorized representative(s) and specifying with particularity the nature and extent of that waiver, modification or amendment. No waiver by any Party of any provision hereof will affect or impair any other provision hereof.
12. **ENTIRE AGREEMENT.** This Agreement (inclusive of the Equipment Schedule) contains the entire understanding of the Parties with respect to the subject matter addressed herein and supersedes all prior agreements, discussions, negotiations and understandings between the Parties with respect to subject matter.
13. **INTERPRETATION AND SEVERANCE.** The provisions of this Agreement will be applied and interpreted in a manner consistent with each other so as to carry out the purposes and intent of the Parties. If, for any reason, any provision of this Agreement is determined to be unenforceable or invalid, that provision (or such part thereof as may be unenforceable or invalid) will be deemed severed from this Agreement, and the remaining provisions of this Agreement will be carried out with the same force and effect as if that provision (or such part thereof) had not been a part of this Agreement.
14. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which will be deemed an original and all of which will constitute one and the same instrument. This Agreement may be executed and delivered by facsimile or electronic image transmission and any such facsimile or electronic image execution and delivery will have the same force and effect as delivery of an original document with original signatures.
15. **GOVERNING LAW.** This Agreement will be construed and enforced in accordance with the laws of the State of Minnesota (without regard to the laws of any jurisdiction that concern conflicts of laws). Any proceeding relating to the interpretation or enforcement of this Agreement will be brought in state or federal courts located in the State of Minnesota and, in that connection, each of the Parties hereby consents and submits to the jurisdiction of such courts.

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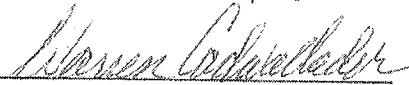
SEPARATE SIGNATURE PAGES FOLLOW

SIGNATURE PAGE TO EQUIPMENT PURCHASE AGREEMENT

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

SELLER:

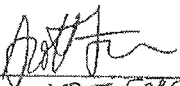
GLW EQUIPMENT LEASING, LLC

By: 

Its Pres.

BUYER:

RIHM KENWORTH, INC.

By: 

Its USED TRUCK MGR

EXHIBIT A

THE EQUIPMENT

<u>Sale Price</u>	<u>Year</u>	<u>Make</u>	<u>Equipment ID</u>	<u>Serial No.</u>	<u>Lender</u>
\$64,000.00	2011	Kenworth Tractor Model T660 Studio	1337	#258177	WF
\$64,000.00	2011	Kenworth Tractor Model T660 Studio	1338	#258178	WF
\$64,000.00	2011	Kenworth Tractor Model T660 Studio	1339	#258179	WF

SCHEDULE 4(c)

BILL OF SALE

KNOW ALL BY THESE PRESENTS, that for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, GLW Equipment Leasing, LLC, a Minnesota limited liability company ("Seller"), hereby sells to Rihm Kenworth, Inc., a Minnesota corporation ("Buyer"), those certain items of equipment listed and described in **Exhibit A** attached hereto and hereby made a part hereof (the "Property").

This Bill of Sale is made and given under the terms of a certain Equipment Purchase Agreement of even date herewith by and between Buyer and Seller (the "Agreement"). Nothing contained in this Bill of Sale modifies, amends, limits, or expands any provision of the Agreement. In the event of any ambiguity or conflict between the terms of this Bill of Sale and the Agreement, the terms of the Agreement will control.

Dated: March __, 2014

GLW EQUIPMENT LEASING, LLC

By: _____

Its _____

EQUIPMENT PURCHASE AGREEMENT

THIS AGREEMENT is made and entered into as of the 19th day of March, 2014 by and between GLW Equipment Leasing, LLC, a Minnesota limited liability company ("Seller"), and Trucknet, LLC, 2740 Coburg RD Eugene, Oregon, an Oregon limited liability company ("Buyer").

WITNESSETH:

WHEREAS, Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, those certain items of equipment (the "Equipment") listed and described in **Exhibit A** attached hereto and hereby made a part hereof (the "Equipment Schedule");

WHEREAS, Seller is operating as a debtor in possession in chapter 11 proceedings pending in the United States Bankruptcy Court for the District of Minnesota ("Bankruptcy Court"), Case No. 13-44202 and will promptly seek Bankruptcy Court authorization to enter into and promptly close the sale of Equipment as provided herein;

WHEREAS, Buyer has inspected some but not all of the Equipment and shall continue to conduct Equipment inspections to be concluded on or before April 15, 2014;

NOW, THEREFORE, pursuant to the foregoing recital, which is an integral part hereof, and in consideration of the mutual covenants contained herein, the sufficiency of which is hereby acknowledged, Buyer and Seller (the "Parties") hereby agree as follows.

1. **PURCHASE AND SALE.** Subject to the terms and upon the conditions contained in this Agreement, Seller will sell the Equipment to Buyer, and Buyer will purchase the Equipment from Seller.
2. **PURCHASE PRICE.**
 - a. The purchase price as and for each unit of Equipment hereunder is as set forth in the Equipment Schedule (the "Purchase Price").
 - b. Buyer will pay the Purchase Price to Seller in cash or other immediately available funds at the Closing (as that term is defined below).
 - c. For any and all purposes, the Purchase Price will be allocated among the Equipment in the manner shown in the Equipment Schedule.
3. **INSPECTION CONTINGENCY.** On or before April 15, 2014, Buyer may, in its sole and absolute discretion, withdraw its offer to purchase some or all of the Equipment. Seller shall make Equipment available to Buyer for inspection during normal business hours through April 15, 2014. On or before April 15, 2014, Buyer shall designate by written notice to Seller any Equipment to be removed from the Equipment Schedule.
4. **CLOSING.**
 - a. The closing (the "Closing") of the purchase and sale of the Equipment hereunder will occur ten (10) days after the date of this Agreement which is expected to be March 31, 2014 (the "Closing Date"). Except as Buyer and Seller may otherwise agree in writing, the Closing will be performed via electronic mail, electronic funds transfer, facsimile, and/or overnight courier. Notwithstanding the actual date(s) on which documents required for the Closing are signed and exchanged, or the time(s) of day on such date(s), the effective time of the Closing will be 12:01 a.m. local time in Minneapolis, Minnesota, on the Closing Date.

- b. This Agreement is subject to and shall become effective only upon entry of an by the Bankruptcy Court authorizing the sale of the Equipment to Buyer, free and clear of interests pursuant to 11 U.S.C. § 363(f) (the "Sale Order"). If the Sale Order is not entered before the Closing Date, the Closing will occur as soon as possible after the Sale Order is entered, with a target date for the Closing no later than April 30, 2014 (the "Outside Closing Date"). If the Closing has not occurred by the Outside Closing Date, this Agreement will terminate and each of Buyer and Seller will be responsible for its own pre-termination costs.
- c. At the Closing, Seller will deliver to Buyer (i) possession of all of the Equipment, (ii) a Bill of Sale concerning the Equipment, which Bill of Sale will be in the form of **Schedule 4(c)** attached hereto and hereby made a part hereof, and (iii) any and all available certificates of title for the Equipment, properly endorsed for transfer.
5. **AS-IS, WHERE IS CONDITON.** Seller is selling the Equipment to Buyer, and Buyer is purchasing the "Equipment" from Seller on an "as-is", "where is", "with all faults" basis, and Seller is not making, and hereby disclaims, any representations or warranties whatsoever relating to the Equipment, including, without limitation, any representation or warranty regarding the condition of the Equipment, the functionality or usability of the Equipment, title to the Equipment, or the value of the Equipment.
6. **TRANSACTION COSTS.** Each of the Parties will bear and pay those costs and expenses incurred by it or on its behalf in connection with the transactions described herein, including, without limitation, attorneys' and accountants' fees, without contribution from the other Party.
7. **NOTICES.** All notices, offers, requests or other communications from any of the Parties to another Party will be in writing and will be considered to have been duly delivered or served if personally delivered, delivered by overnight courier, or sent by first class certified mail, return receipt requested, postage prepaid, to the proper Party at its address as set forth below or to such other address as such Party may hereafter designate by written notice to the other Parties:

If to Seller, to:

GLW Equipment Leasing, LLC
10078 Landers Court NE, Suite 130
Blaine, MN 55449
Attn: Warren Cadwallader

With a copy to:

Ravich Meyer Kirkman McGrath Nauman & Tansey, P.A.
Attn: Michael F. McGrath, Esq.
4545 IDS Center
80 South Eighth Street
Minneapolis, MN 55402

If to Buyer, to:

Trucknet, LLC
2740 Coburg Rd
Eugene, OR 97408

With a copy to:

Attn: _____, Esq.

- 8. **NO THIRD PARTY BENEFICIARIES.** This Agreement is a contract solely between Buyer and Seller. No third party beneficiaries (including, without limitation, employees and customers of Seller) are intended hereunder and none will be inferred herein.
- 9. **BENEFIT.** This Agreement will inure to the benefit of and will be binding upon each of the Parties and their respective successors and assigns.
- 10. **HEADINGS.** Section headings have been used in this Agreement for convenience purposes only. In no manner will any section heading in this Agreement limit any term or provision of the section to which it relates.
- 11. **WAIVER.** No waiver, modification or amendment of any term, condition or provision of this Agreement will be valid, binding or of any effect unless made in writing, signed by the Party(ies) to be bound thereby or its(their) duly authorized representative(s) and specifying with particularity the nature and extent of that waiver, modification or amendment. No waiver by any Party of any provision hereof will affect or impair any other provision hereof.
- 12. **ENTIRE AGREEMENT.** This Agreement (inclusive of the Equipment Schedule) contains the entire understanding of the Parties with respect to the subject matter addressed herein and supersedes all prior agreements, discussions, negotiations and understandings between the Parties with respect to subject matter.
- 13. **INTERPRETATION AND SEVERANCE.** The provisions of this Agreement will be applied and interpreted in a manner consistent with each other so as to carry out the purposes and intent of the Parties. If, for any reason, any provision of this Agreement is determined to be unenforceable or invalid, that provision (or such part thereof as may be unenforceable or invalid) will be deemed severed from this Agreement, and the remaining provisions of this Agreement will be carried out with the same force and effect as if that provision (or such part thereof) had not been a part of this Agreement.
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- 15. **GOVERNING LAW.** This Agreement will be construed and enforced in accordance with the laws of the State of Minnesota (without regard to the laws of any jurisdiction that concern conflicts of laws). Any proceeding relating to the interpretation or enforcement of this Agreement will be brought in state or federal courts located in the State of Minnesota and, in that connection, each of the Parties hereby consents and submits to the jurisdiction of such courts.

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SEPARATE SIGNATURE PAGES FOLLOW

SIGNATURE PAGE TO EQUIPMENT PURCHASE AGREEMENT

'N WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

SELLER:

BUYER

GLW Equipment Leasing LLC

Trucknet, LLC

By: Warren Caldwell

By: Walter E. Anderson, Jr. Trucknet

Its Pres

Its Director

EXHIBIT A

THE EQUIPMENT

Volvo Equipment

Unit #	Year	Serial Number	Price
15602	2011 Utility	113921	\$36,000.00
15603	2011 Utility	113922	\$36,000.00
15608	2011 Utility	113925	\$36,000.00
15611	2011 Utility	113916	\$36,000.00
15613	2011 Utility	113918	\$36,000.00
15614	2011 Utility	113919	\$36,000.00
15615	2011 Utility	113920	\$36,000.00

Balcap Equipment

15616	2011 Utility	113930	\$36,000.00
15617	2011 Utility	113931	\$36,000.00
15619	2011 Utility	113933	\$36,000.00

SCHEDULE 4(c)

BILL OF SALE

KNOW ALL BY THESE PRESENTS, that for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, GLW Equipment Leasing, LLC, a Minnesota limited liability company ("Seller"), hereby sells to Trucknet, LLC, ("Buyer"), those certain items of equipment listed and described in **Exhibit A** attached hereto and hereby made a part hereof (the "Property").

This Bill of Sale is made and given under the terms of a certain Equipment Purchase Agreement of even date herewith by and between Buyer and Seller (the "Agreement"). Nothing contained in this Bill of Sale modifies, amends, limits, or expands any provision of the Agreement. In the event of any ambiguity or conflict between the terms of this Bill of Sale and the Agreement, the terms of the Agreement will control.

Dated: _____, 2014

GLW EQUIPMENT LEASING, LLC

By: _____

Its _____