EXHIBIT

SALES AND USE TAX EXEMPTION PROCEDURES

The Morongo Band of Mission Indians ("Owner"), a federally-recognized sovereign Indian Tribe listed in the Federal Register, and is therefore, qualified for an exemption from any state sales and use taxes on the purchase or use of tangible personal property and other materials used to construct the project located on the Owner's trust land located in both the City of Banning and Cabazon (an unincorporated community) in Riverside County, California ("Reservation"). This exemption applies if certain criteria are met and certain procedures are followed.

This Exhibit sets forth those criteria and procedures, which will exempt the purchase and/or use of Materials from sales or use taxes. For purposes of this Exhibit, the term "Materials" shall include all materials and fixtures as those terms are defined in the California Department of Tax and Fee Administration (CDTFA) sales and use tax regulations at 18 CCR 1521 (Regulation 1521).

The criteria and procedures in this Exhibit cover all purchases and/or sales of Materials and **must** be followed by Contractor, subcontractors, and sub-subcontractors (hereinafter subcontractors and sub-subcontractors are referred to collectively as "Subcontractors"). The Contractor and Owner acknowledge and agree that if the following procedures are faithfully followed, and the documents specified herein are used and retained, then purchases of Materials and the later sale of such Materials to the Owner are transactions exempt from California Sales and Use Taxes.

Although Regulation 1521 distinguishes between different types of tangible personal property and thereby creates one set of exemption rules for "fixtures" and another for "materials", this Exhibit requires the same criteria and procedures to cover all such items, whether or not Regulation 1521 classifies such items as fixtures or materials.

Unless a Contractor or Subcontractor that purchases Materials complies with applicable criteria and procedures set forth in this Exhibit, they risk having purchases or subsequent sales or resales deemed subject to California Sales and Use Taxes. Contractors and Subcontractors are on notice that failure to comply with the Contract documents, the criteria, procedures, or documentation requirements of this Exhibit may result in unintended sales and use tax expenses.

THEREFORE, NO CONTRACTOR, SUBCONTRACTOR OR SUB-SUBCONTRACTOR, NOR THEIR VENDORS OR SUPPLIERS, WILL BE REIMBURSED BY OWNER FOR ANY SALES OR USE TAXES ON MATERIALS USED ON THE PROJECT.

I. GENERAL CRITERIA

The purchase or sale of all Materials used on the Project is exempt from California Sales or Use Taxes if:

A. The Contractor or Subcontractor holds a valid California State Seller's Permit ("Seller's Permit");

B. The Materials are sold directly to the Owner by Contractor or Subcontractor;

C. The cost of Materials is separately stated in a contract, purchase order, change order, or other document of sale;

D. All contracts specifically provide that title to the property transfers directly from Contractor or Subcontractor to the Owner after the Materials are delivered to the Reservation, but before the Materials are installed; and

E. The Materials are, in fact, delivered to the Owner on the Reservation.

II. CONTRACT PROVISIONS AND REQUIREMENTS OF CONTRACTOR/SUBCONTRACTOR

A. All contracts between the Contractor and Subcontractors, or between Subcontractors, must separate the cost of Materials from any labor or installation costs. Contract costs must be explicitly stated by line items that separate the cost of the Materials from labor, installation and any other charges.

Sample Contract Language:

> "(i) Notwithstanding anything to the contrary contained herein, this Agreement is intended to constitute, and shall be construed and interpreted as if it constitutes, two (2) separate agreements with regard to materials exempt from sales and use tax under 18 CCR 1616(d)(4)(C), as follows: (i) one for the retail sale of such materials from the Contractor (or Subcontractor or Sub-subcontractor, as the case may be) to the Owner, with delivery to the Owner on the Reservation and transfer of title to the Owner occurring on the Reservation prior to installation; and (ii) one for the later installation (and labor associated therewith) of the Owner's materials on the Project located on the Reservation.
>
> (ii) It is the intent of the parties that (Contractor/Subcontractor/Sub-subcontractor) be 'sellers' of materials as provided in 18 CCR § 1521(b)(2)(A)(2).
>
> (iii) All materials to be used on this Project shall be shipped FOB destination and title to all such materials shall transfer to the Owner on the Reservation and prior to the time the materials are installed. All shipments, whether by common carrier or (Contractor/Subcontractor/Sub-subcontractor's) own fleet, invoices, bills of lading and other documents evidencing a sale to the Owner must specifically indicate that title to the item(s) shipped does not pass to the Owner until delivered to the Owner on the Reservation, and prior to installation."

B. Contractor/Subcontractor/Sub-subcontractor must hold, or obtain prior to the commencement of the Project, a valid California State Seller's Permit. Resale numbers must be used by the Contractor/Subcontractor/Sub-subcontractor in acquiring Materials for use on this Project. Failure to acquire a valid Seller's Permit can subject the initial purchase to sales and use taxes, which would be the financial responsibility of the party that failed to secure a Seller's Permit.

C. Contractor/Subcontractor/Sub-subcontractor shall take all necessary steps to exempt the purchase of materials for the Project from said taxes and shall require all subcontractors or suppliers to do the same.

III. RESALE METHOD

A. Contractor and Subcontractors **must** utilize the "resale" method for the purchase of Materials from a supplier or retailer for use or installation on the Project. This method requires that Contractor and all Subcontractors (a) obtain, and maintain through the term of the Contract, a valid Seller's Permit; (b) purchase Materials from their vendor/supplier, who must also hold a valid Seller's Permit (*unless the vendor is located outside of California, and is not required by the CDTFA to hold a Seller's Permit*), using their own company name, purchase orders, and Seller's Permit to issue resale certificates; and (c) resell such Materials directly to the Owner on the Reservation **prior** to installing them on the Project and exclusive of any charges for installation.

B. The Owner **will not** assume **any** responsibility for state sales or use tax liability that may be incurred as a result of Contractor or a Subcontractor's failure to perform any of the following:

- Obtain, maintain and use a valid Seller's Permit through the term of their respective contracts, or the period covering all purchases of Materials for the Project and sales of said Materials to the Owner, whichever is longer;
- Obtain a Declaration of Exemption from Sales and Use Tax from the Owner for each sale of Materials made to the Owner;
- Ensure that all Materials are ultimately delivered to the Owner on the Reservation, whether such Materials were originally delivered to Contractor or Subcontractor on or off the Reservation; or
- Ensure that all Materials are ultimately shipped FOB Destination and title to the Materials transfers **after** delivery to the Owner on the Reservation, but **prior** to installation on the Project.

IV. PURCHASE AND DELIVERY PROCEDURES

Any and all Materials to be used in connection with the performance of the Contract shall be ordered in the name of the Owner, and all bills therefore shall be payable directly by the Owner. All such materials MUST be delivered to Owner on the Reservation and the seller must retain title to the Materials until such time as the Materials are delivered to the Owner on the Reservation. Owner shall designate one or more employees of Owner to accept delivery of the Materials on the Reservation, at the job site or other agreed upon location on the Reservation. No Materials shall be deemed to have been delivered properly or have title passed to Owner unless they are delivered to Owner and accepted by an employee of Owner at a location on the Reservation.

A. Initial Purchase and Delivery of Materials by Contractor or Subcontractor from Suppliers/Vendors:

1. Contractor or Subcontractor should order and purchase for resale to the Owner all Materials in its own company name, under its own Seller's Permit, and must issue to suppliers/vendors resale certificates in lieu of paying California sales and use tax on such purchases. Contractor or Subcontractor will make available to its suppliers/vendors copies of the Owner's executed Declaration of Exemption from California Sales and Use Tax, attached hereto as Attachment B ("Declaration of Exemption").

2. The Owner will not purchase tools (e.g., drills) that are used, or supplies (e.g., solder) that are consumed, in the ordinary course of Contractor or Subcontractors' work.

3. Contractor or Subcontractor must provide to suppliers/vendors one of the following delivery instructions on all purchase orders:

   OPTION 1: For supplier or vendor shipping Materials to the Contractor or Subcontractor directly to the Reservation:

   Ship to: [**Contractor** or **Subcontractor**] ADDRESS OF
   ON-RESERVATION FACILITY

   Ref: [**Contractor** or **Subcontractor**] Project:
   [**Name of Project**]

   Bill to: [**Contractor** or **Subcontractor**] [**Contractor**
   Address or **Subcontractor Address**]

   Such shipments must indicate "F.O.B. Destination."
   (See paragraph B.2.b below for delivery procedures that will demonstrate final sale of Materials from Contractor/Subcontractor to the Owner on the Reservation for this option.)

   OPTION 2: For a supplier or vendor shipping Materials to the Contractor or Subcontractor's off-reservation location for prefabrication or otherwise:

   Ship to: [**Contractor** or **Subcontractor**] [**Contractor**
   Address or **Subcontractor Address**]

   Bill to: [**Contractor** or **Subcontractor**] [**Contractor**
   Address or **Subcontractor Address**]

   (See paragraph B.2.a below for delivery procedures that will demonstrate final sale of Materials from Contractor/Subcontractor to the Owner on the Reservation for this option.)

4. In all cases there must be documentation supporting a completed sale by the vendor/supplier to the Contractor/Subcontractor, whether such delivery of Materials to Contractor/Subcontractor is made on or off the Reservation.

B. Sale and Delivery of Materials by Contractor or Subcontractor to the Owner:

This section sets forth the processes and documents that must be used for the resale of Materials from Contractor/Subcontractors to the Owner. The process and documentation set forth herein are required for both proper administration of the Project by the Contractor and to firmly establish the tax-exempt nature of sales to the Owner. Beyond any specific requirements specified herein, as holder of a Seller's Permit, Contractor and Subcontractors are expected to understand and comply with any additional requirement imposed by the State of California on the holders of such permits.

1. Prior to the sale, delivery, and transfer of title of Materials to the Owner, Contractor/Subcontractor must prepare a "blanket" Purchase Order and the Declaration of Exemption using the forms attached as Attachments A and B, respectively, for execution by a duly authorized tribal representative of the Owner. The original, signed Purchase

Order and the original, signed and stamped Declaration of Exemption will be given to the Contractor who is responsible for delivering these documents to the Subcontractor, as applicable. Contractor or Subcontractor, whoever was the original purchaser of the Materials, must retain the original Purchase Order, sign a copy, and return such copy to the Owner through the Contractor. Contractor must make a copy for the Project records. After the initial purchase of Materials, Contractor and Subcontractors must arrange for resale and delivery of the Materials to the Owner. In order to achieve a proper resale the following procedures must be followed:

a. If the Materials are shipped from the Contractor/Subcontractor's off-reservation location (i.e., Option #2 above), such Materials must be shipped FOB destination. All such sales (whether as a resale or direct sale) must be evidenced using the Bill of Lading attached as Attachment C (Contractor/Subcontractor's may attach supporting documentation or inventory lists, etc. to the Bill of Lading as necessary to properly document the Materials delivered). All Bills of Lading must be signed "received" by the Owner's duly authorized representative upon arrival on the Reservation.

b. If the Materials were delivered to the Contractor/Subcontractor on the Reservation (i.e., Option #1 above), the Contractor/Subcontractor must sign for and take ownership of the Materials prior to resale to the Owner. After taking possession and ownership of the Materials, the Contractor/Subcontractor shall sell the Materials to the Owner by using the Bill of Sale and Receipt attached as Attachment D, prepared and executed by Contractor/Subcontractor, in favor of the Owner and counter-executed by the Owner's duly authorized representative.

2. Upon completion of the sale and delivery of all Materials included on the Purchase Order, Contractor/Subcontractor must complete and execute the bottom portion (Statement of Delivery) of the Declaration of Exemption and forward a copy to the Contractor, who will forward it to the Owner, together with the Contractor/Subcontractor's last application for payment.

Please Note: All invoices that reflect the sale of both pre-fabricated work and raw Materials to the Owner must have a separate line item for each, broken out from the other, and, in all cases, broken out from labor and other costs.

V. DOCUMENTATION

A. Contractor and Subcontractors in addition to all other documentation requirements that are incorporated into the Contract, Subcontract or Sub-subcontract, directly or indirectly, and as are also required by industry standards, are required to instruct all their suppliers and vendors to keep such full and detailed written accounts and records as may be necessary to demonstrate that the initial sale of Materials to Contractor or Subcontractor complies with California State sales tax procedures. Such records include, but are not limited to: Purchase orders, invoices, bills of lading, receipts, resale certificates, and declarations of exemption.

VI. CONSTRUCTION MEANS/METHODS MATERIALS – ACCEPTANCE CRITERIA:

Given below are examples of what Materials are and are not applicable to sales tax exemptions. For **items purchased/rented for construction of the project and that get:**

(1) **removed from the project site and returned to the Contractor**, i.e.:
Temporary bridges (rented).
Scaffolding (rented).
Cranes, forklifts (rented).
Generators, water trucks (rented).
NO - NOT Exempt.

(2) **removed from the project site that become property of the Owner**, i.e.:
Trailers (rented).
Furniture (rented or purchased).
Computers (rented or purchased).
NO - NOT Exempt.

(3) **remain on the project site**, i.e.:.
Temporary/Access Road material (purchase).
Permanent construction materials.
YES - MAY Exempt.

(4) **consumed**, i.e.:
Small tools, equipment (rented or purchased). **NO - NOT Exempt**.
Fuel (purchased). **NO - NOT Exempt**.
Formwork (purchased). **YES - MAY Exempt .**

End of Exhibit text.

Attachments to follow.

ATTACHMENT A

SAMPLE PURCHASE ORDER

THE MORONGO BAND OF MISSION INDIANS

Purchase Order

Purchase Order Number:

Date of Issue **Requisition No.**

Sub:

VENDOR - SUBCONTRACTOR

THIS PURCHASE ORDER NO. AND JOB NO. MUST APPEAR ON ALL PACKAGES, BILLS OF LADING, DELIVERY TICKETS, INVOICES, AND SHIPPING MEMOS.

Subcontractor Name
Subcontractor Address
Subcontractor City & State & Zip Code

Payment Terms **Date Required**

Ship Via
Dedicated open truck

F.O.B. Morongo Band of Mission Indians Reservation

BILL TO

THE MORONGO BAND OF MISSION INDIANS
Travel Center Project
48540 Morongo Trail
Cabazon, CA 92230
Attn: CFO

SHIP TO

THE MORONGO BAND OF MISSION INDIANS
C/O Travel Center
48540 Morongo Trail
Cabazon, CA 92230
Subcontractor Name

Item	Quantity	Description	Unit Price	Location/Area	Amount
1	1	**Purchase resale materials as required to complete the construction work scope in accordance with the project documents. Not to exceed the dollar amount herein without prior written authorization.**			
		Pursuant to Sales and Use Tax Regulation §1616, §1521, §1668 Sales Tax Does Not Apply.	**Total**		**$0.00**

INSTRUCTIONS:

1.EXECUTE ACKNOWLEDGEMENT HEREOF AND RETURN AN ORIGINAL COPY TO BUYER. NO OTHER FORM OF ACCEPTANCE IS BINDING ON BUYER.

2.ATTACH ACTUAL INVOICES, BILLS OF LADING OR EXPRESS RECEIPTS TO EACH INVOICE

3. ATTACH EXEMPTION CERTIFICATE - NOTARIZED WHEN BILLING FOR ABOVE ITEMS OCCURS

4. SEPARATELY STATE MATERIAL AND DELIVERY CHARGES ON EACH INVOICE

DELIVERY AND ACCEPTANCE, PRIOR TO INSTALLATION, ON THE RESERVATION. SELLER BEARS ALL RISK OF LOSS UNTIL THE ITEM(S) PURCHASED ARE RECEIVED ON THE RESERVATION.

The Morongo Band of Mission Indians

By

Duly Authorized Representative

We acknowledge receipt of and accept your order subject to the terms attached herewith.

Seller

Subcontractor Name DATE

ATTACHMENT B

SAMPLE EXEMPTION CERTIFICATE

CDTFA-146-CC (FRONT) REV. 3 (4-20)

STATE OF CALIFORNIA

CONSTRUCTION CONTRACT EXEMPTION CERTIFICATE AND STATEMENT OF DELIVERY IN INDIAN COUNTRY

CALIFORNIA DEPARTMENT OF
TAX AND FEE ADMINISTRATION

NOTE TO SELLER AND PURCHASER

Sales tax generally does not apply to the sale of fixtures to non-Native American contractors who furnish and install the fixtures in Indian country.

Generally, construction contractors are consumers of materials that are furnished and installed in the performance of a construction contract. As a consumer, tax generally applies to sales of materials to contractors who are not Native Americans. This is true even when the materials are delivered in Indian country and permanently attached to real estate in Indian country.

Under certain specific circumstances, a construction contractor performing a construction contract may qualify as a retailer of materials by meeting each of the following requirements:

- The contractor must be in the business of selling materials or other tangible personal property;
- The contractor must possess a valid seller's permit;
- The construction contract must explicitly provide for the transfer of title to the materials prior to the time the materials are installed, and must separately state the sales price of the materials, exclusive of the charges for installation; and
- The construction contractor must provide a valid and timely resale certificate to its vendor.

When the construction contractor qualifies as a retailer of materials, the retail sale of the materials by the contractor may qualify as exempt from tax as a sale to a Native American purchaser in Indian country provided each of the following requirements are met:

- The construction contract must separately state the price of materials, exclusive of the charge for installation;
- The contract must specifically provide that ownership of the materials (title) will transfer to the Native American customer in Indian country prior to use or installation of the materials;
- The materials must, in fact, be delivered to the Native American purchaser in Indian country; and
- The construction contractor must obtain an exemption certificate from the Native American purchaser.

This may be used to document that the sale was to a Native American purchaser residing in Indian country and/or to document that delivery occurred in Indian country. The section labeled *Exemption Certificate* may be used to document that the property was sold to a Native American purchaser residing in Indian country. Completion of this section in full by a Native American purchaser will provide the construction contractor with sufficient documentation that the property was sold to a Native American residing in Indian country. The construction contractor must also have a construction contract separately stating the sales price of the materials in addition to documentation showing transfer of ownership and delivery of the property to the Native American purchaser in Indian country. If the property is delivered by facilities of the retailer, proper completion of the *Statement of Delivery* and *Notary Statement* may serve as documentation that transfer of ownership and delivery of the property to a Native American purchaser occurred in Indian country. If the property is delivered via common carrier or contract carrier, completion of the *Statement of Delivery* and *Notary Statement* is not required. Instead, the retailer should retain a bill of lading or other documents showing delivery in Indian country along with a contract of sale or other sales agreement specifically showing title passing to the Native American purchaser in Indian country.

SAMPLE

EXEMPTION CERTIFICATE

(to be completed by purchaser)

When accepted in good faith, this exemption certificate may be used for the purchase of fixtures and materials (but, as to materials, only if the construction contractor meets the requirements outlined above allowing the construction contractor to act as a retailer of materials) that will be furnished and installed in the performance of a construction contract. Please provide a complete description of the property purchased. If you intend to use this exemption certificate as a blanket exemption certificate to cover multiple transactions, please indicate this by including "all tangible personal property" in the *Description of Property Purchased* field below. Please note that the use of a blanket exemption certificate for multiple transactions will require proof of delivery of the property in Indian country for each transaction.

I hereby certify that the property described below is being purchased for use in Indian country and I am:

☐ A Native American residing in Indian country; or ☑ A Native American organization in Indian country.

DESCRIPTION OF PROPERTY PURCHASED

All Tangible Personal Property

NAME OF PURCHASER *(please print)* Morongo Band of Mission Indians	DRIVER LICENSE NUMBER OR OTHER STATE ID	DAYTIME TELEPHONE NUMBER 951-849-4697	
STREET ADDRESS 12700 Pumarra Road	CITY Banning	STATE CA	ZIP CODE 92220
PURCHASER'S SIGNATURE		DATE July 1, 2025	

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATEMENT OF DELIVERY

(to be completed by seller)

NOTICE TO SELLER

If you are delivering the materials or fixtures to the Native American purchaser in Indian country by your own facilities, you may use this *Statement of Delivery* to document delivery in Indian country. It is recommended that you also complete the *Notary Statement* below to document delivery of the property to the Native American customer in Indian country. The *Notary Statement* may be completed by a California notary public or by a duly authorized tribal official or his or her designee. If you are delivering the property to the Native American purchaser in Indian country by utilizing a common carrier or a contract carrier, you do not need to complete the *Statement of Delivery* or the *Notary Statement*. Instead, you should retain your bill of lading or other shipping documents as proof of delivery in Indian country along with your construction contract indicating ownership transferred in Indian country prior to installation.

I hereby certify, under penalty of perjury under the laws of the State of California, that the below described materials, fixtures, or other tangible personal property was delivered to the purchaser in Indian country on the date and at the place stated below.

DESCRIPTION OF PROPERTY		INVOICE OR CONTRACT NUMBER	
NAME OF RESERVATION	ADDRESS *(street, city, ZIP Code)*	DATE OF DELIVERY	
NAME OF SELLER	SELLER'S PERMIT NUMBER	DAYTIME TELEPHONE NUMBER	
STREET ADDRESS	CITY	STATE	ZIP CODE

I have delivered the above-described tangible personal property to the purchaser named above.

NAME *(please print)*

SIGNATURE	DATE

SAMPLE

NOTARY STATEMENT

(to be completed by California notary public or authorized tribal representative)

State of California

County of ____________________

On ________________ before me, ____________________________________
NOTARY

personally appeared ____,
SIGNER(S)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature ____

(Place Notary Public Seal and/or Stamp Above)

Fraudulent use of this statement to avoid the payment of California sales and use tax can result in severe penalties.

ATTACHMENT C

SAMPLE BILL OF LADING

TRANSPORT

Master BOL#	
Quote #	
Seal #:	6866911
Load #	3199568

Date:	11/19/2019	Straight Bill of Lading:	Page 1/1

Shipper (Origin)		Consignee (Destination)	
Name:	KELLY SYSTEMS	Name:	THE MORONGO BAND OF MISSION INDIANS
Address:	422 N WESTERN AVE	Address:	**49674 SEMINOLE DR.**
City, St	CHICAGO, IL 60612		C/O CASINO EXPANSION TEAM
Contact:	MATT KELLY		BERG ELECTRIC CORP
Phone:	312-733-3226	City, St	CABAZON, CA 92230
		Contact:	Pat McGuirk
Shipment numbers		Phone:	619-954-6830 PMcGuirk@BergElectric.com
		PO #:	
		RDD Date	

Name:	RJW LOGISTICS	Special Instructions:
Address:	PO BOX 1309	
City, St	BOLINGBROOK, IL 60440	
Contact:	ACCOUNTS PAYABLE	
Phone:	630-424-2400	

Handling Units	HU Type	Packages	PKG Type	HM	Description of Articles	Weight
6		SKID			10' x 44" x 50"	12,000 lbs
1		SKID			41 x 37 x 52	6,000 lbs
1		SKID			56 x 32 x 58	2,000 lbs
1		SKID			78 x 44 x 52	2,000 lbs
					ANY QUESTIONS EMAIL CSS1@RJWGROUP.COM	
11		0				22,000 lbs

Pursuant to Sales and Use Tax Regulation §1616, sales tax does not apply because the sale is to The Morongo Band of Mission Indians, a Federally recognized Indian Tribe (The "Tribe") and title and possession to the property transfer to The Morongo Band of Mission Indians (owner) upon delivery to the Reservation and not before.

Date 11/25/19 By

		C.O.D. Amount		
Freight Terms:		$3,000.00	X	Prepaid
	Prepaid			Collect
	Collect			Check Acceptable
X	Third Party			

RECEIVED, subject to individually determined rates or contracts that have been agreed upon in writing between the carrier and shipper, if applicable, otherwise to the rates, classifications and rules that have been established by the carrier and are available to the shipper upon request. The prperty described above, in apparent good order, except as noted (contents and condition of contents of packages unknown) marked, consigned , and destined as shown above, which said carrier agrees to carry to destination, if on its route, or other wise deliver to another carrier on the route to destination. Every service to be performed hereunder shall be subject to all bill of lading terms and conditions in the governing classification on the date of the shipment. Shipper hereby certifies that he is hereby familiar with all the bill of lading terms and conditions in the governing classification and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns.

This is to certify that the above named materials are properly classified, described, packaged marked and labeled, and are in proper condition for transportation according to the applicable regulations of the Department of Transportation.

Shipper Signature/Date	Carrier Signature/Date	Trailer Loaded By Shipper	Freight Counted By Shipper
11/19/2019			

ATTACHMENT D

SAMPLE BILL OF SALE

BILL OF SALE AND RECEIPT

PROJECT: MORONGO BAND OF MISSION INDIANS

I. SALE:

("Seller") does hereby sell, transfer, convey, assign, and delivery to the **Morongo Band of Mission Indians of California**, a federally recognized Indian tribe ("Purchaser"), all of its right, title, and interest of every kind and character in and to the materials referenced and described on the invoice(s) and/or bills of lading if delivered by common carrier listed below, which invoice(s) and/or bills of lading are attached hereto and incorporated herein by this reference, for the purchase price listed in such invoice(s) and/or bills of lading if delivered by common carrier:

INVOICE(S) AND/OR BILLS OF LADING (IF DELIVERED BY COMMON CARRIER):

It is the intention of the parties that title to such goods shall pass to Purchaser on the **MORONGO BAND OF MISSION INDIANS RESERVATION**, (*insert address on reservation where materials are to be delivered*) upon execution of this Bill of Sale and Receipt, and that no security interest or other interest of any kind has been or will be retained by Seller.

Purchaser shall have all right, title, and interest in and to the materials in itself, its successors and assigns. Seller warrants that it is the lawful owner of the materials and that such materials are free and clear of all liens, claims, security interests or other encumbrances, and that it will warrant and defend the right of Purchaser in and to said materials against all claims and demands of all persons or other legal entities.

IN WITNESS WHEREOF, Seller has caused its duly authorized representative to execute this Bill of Sale and Receipt effective this day of , 202 , on the **MORONGO BAND OF MISSION INDIANS RESERVATION**, (*insert address on reservation where materials are to be delivered*).

SELLER: BY:

PRINTED NAME: TITLE

OF SIGNER:

II. RECEIPT:

Effective as of the date noted below, Purchaser hereby acknowledges receipt on the **MORONGO BAND OF MISSION INDIANS**, (*insert address on reservation where materials are to be delivered*) of the materials referenced and described in the attached invoices and bills of lading if delivery by common carrier as listed above and attached hereto.

Dated as of _ day of _ , 202 .

PURCHASER: MORONGO BAND OF MISSION INDIANS

BY:

PRINTED NAME:
ITS DULY AUTHORIZED REPRESENTATIVE