

**U.S. ENVIRONMENTAL PROTECTION AGENCY
WASHINGTON, D.C.
ADMINISTRATIVE SETTLEMENT AGREEMENT**

In the Matter of:)	
)	
Randy Rich)	AED/MSEB - 7085 B
d/b/a Randy Rich Equipment)	
)	
Respondent)	

This Administrative Settlement Agreement is made and entered into by and between the United States Environmental Protection Agency (EPA) and Randy Rich, d/b/a Randy Rich Equipment (Respondent) regarding compliance by Respondent with the requirements of section 203 and 213 of the Clean Air Act (Act), 42 U.S.C. §§ 7522 and 7547, and the regulations promulgated thereunder at 40 C.F.R. Part 89.

Purpose

1. The purpose of this Administrative Settlement Agreement (Agreement) is to resolve any and all claims by EPA under the Act and Part 89 arising out of the importation of 119 pieces of non-road equipment with nonroad engines, and three loose non-road engine, all as described in Attachment I (Subject Equipment), while ensuring that prior violations are identified and resolved, and that future violations are avoided.

Definitions:

2. For the purposes of this Agreement, the following definitions apply:
 - A. *Certified engine:* A "certified engine" is a nonroad engine that was built after the



applicable effective dates of the Part 89 regulations and that is covered by a Certificate of Conformity.

- B. *Dates of the Applicable regulations:* The term "dates of the applicable regulations" means the date after which the certification requirement applies to an engine, as defined in Table 2 of 40 C.F.R. § 89.112.
- C. *Uncertified engine:* An "uncertified engine" is a nonroad engine built after the applicable effective date of the regulations but which is not covered by a Certificate of Conformity.
- D. *This matter:* As used in this Agreement, "this matter" means the Respondent's importation of the Subject Engines identified in Attachment I and any civil liability that may apply to violations of the Clean Air Act and implementing regulations governing importation of nonroad engines.
- E. *Certificate of Conformity:* A "Certificate of Conformity" means the document issued by EPA to a manufacturer under 40 C.F.R. § 89.105 after EPA has determined that the manufacturer's application is complete and that the engine family meets the requirements of 40 C.F.R. Parts 89 and the Clean Air Act. Issuance of the Certificate of Conformity permits production of engines built in accordance with the manufacturer's application provided that the production is within the period during which the Certificate of Conformity is valid.
- F. *Subject Equipment:* The term "Subject Equipment" means the non-road vehicles and engines whose serial numbers are listed in Attachment I.



G. *Effective Date of This Agreement*: The term "Effective Date of This Agreement" means the date it is executed by EPA.

Statutory and Regulatory Authority:

3. Sections 203(a) and 213(d) of the Clean Air Act, 42 U.S.C. §§ 7542(a) and 7547(d), prohibit the sale, offering for sale, introduction, or delivery for introduction into commerce, or the importation of any nonroad vehicle or engine after the applicable effective date of the regulations unless such vehicle or engine is certified.
4. 40 C.F.R. § 89.1003(a)(1)(ii) prohibits any person from importing into the United States any new nonroad engine manufactured after the applicable effective date of the regulations, unless such engine is a certified engine.
5. 40 C.F.R. § 89.1003(b)(4) requires nonroad vehicle and equipment manufacturers to use certified engines in vehicles and equipment manufactured after the effective date.
6. 40 C.F.R. § 89.2 defines a nonroad vehicle or equipment manufacturer as any person engaged in the manufacturing or assembling of new nonroad vehicles or equipment, or importing such vehicles or equipment for resale, or a person acting for, and under the control of such person.
7. 40 C.F.R. § 89.110 requires the original engine manufacturer to affix, at the time of manufacture of a certified engine, a permanent and legible label which identifies the nonroad engine and provides the information specified in that section, including a statement that the engine is a certified engine. The label must be legible and readily visible to the average person after the engine is installed in the equipment.



8. 40 C.F.R. § 89.102 sets forth a program to provide transitional flexibility for nonroad equipment manufacturers, the Transition Provisions for Equipment Manufacturers (TPEM). The TPEM provides a limited opportunity for the manufacture or importation of equipment containing certain engines that otherwise do not comply with the emission standards of 40 C.F.R. Part 89. Limitations of the TPEM include, but are not limited to, use of engines that are produced after the applicable effective date of the regulations for the engines contained in the equipment being manufactured or imported, a limit of 200 engines per year per power category, and use of only one engine manufacturer per power category for the duration of the program.

Background

9. On and after January 1, 2000, Respondent imported the Subject Equipment.
10. On or about March 29, 2005, U. S. Customs and Border Protection (Customs) constructively detained at Rupert, Idaho the Subject Equipment with Customs entry date of February 1, 2005, and Customs entry number AC1-725-154-9. Respondent has held the constructively detained equipment without sale or offer for sale.
11. Respondent is the importer of the Subject Equipment.
12. The Subject Equipment which contain nonroad compression ignition engines were built after the effective date for the engines. As a consequence, certified engines were required to be used in the Subject Equipment which contain nonroad compression ignition engines.
13. The Subject Equipment do not contain certified engines, and do not have affixed the certification label required by 40 C.F.R. § 89.110.



14. Since inception of the TPEM, Respondent imported seven tractors containing uncertified engines in the power category greater than or equal to 8 kW and less than 19 kW which were made by a manufacturer other than Yangdong, as shown in Attachment I. None of those pieces of non-road equipment have been constructively detained. Respondent failed to comply with 40 C.F.R. § 89.102(d)(2)(iii) and is liable for seven violations of Sections 203(a) and 213(d) of the Clean Air Act, 42 U.S.C. §§ 7522 and 7547, and 40 C.F.R. § 89.1003(a)(2).
15. Since inception of the TPEM, Respondent imported eighty tractors containing uncertified engines in the power category greater than or equal to 19 kW and less than 37 kW which were made by a manufacturer other than Fujian, as shown in Attachment I. None of those pieces of non-road equipment have been constructively detained. Respondent failed to comply with 40 C.F.R. § 89.102(d)(2)(iii) and is liable for eighty violations of Sections 203(a) and 213(d) of the Clean Air Act, 42 U.S.C. §§ 7522 and 7547, and 40 C.F.R. § 89.1003(a)(2).
16. On October 11, 2004, Respondent imported one Tiangong loader made in 2004 with an uncertified 162 kilowatt (kW) engine, serial number 97101504775, made by Weifang. (Attachment I, page 8). Equipment with an uncertified engine in this power category does not, and can not qualify for the TPEM provisions of 40 C.F.R. § 89.102(d). Respondent is liable for one violation of Sections 203(a) and 213(d) of the Clean Air Act, 42 U.S.C. §§ 7522 and 7547, and 40 C.F.R. § 89.1003(b)(4).
17. On March 26, 2002, Respondent imported one loose uncertified 25.7 kW Jiangdong engine manufactured in 2001. (Attachment I, page 10). Loose engines in this power



category do not, and can not qualify for the TP'EM provisions of 40 C.F.R. § 89.102(d). Respondent is liable for one violation of Sections 203(a) and 213(d) of the Clean Air Act, 42 U.S.C. §§ 7522 and 7547, and 40 C.F.R. § 89.1003(a)(2).

Terms of Agreement

- 18. Within 30 days of the Effective Date of this Agreement, Respondent shall provide EPA with a plan reasonably calculated to insure that all nonroad engines imported by Respondent into the United States after the date of this Agreement shall be imported in a manner that complies with the requirements of the Act and its implementing regulations at 40 C.F.R. Parts 89.
- 19. Respondent shall decrease its 2005 TP'EM allowance for equipment containing uncertified nonroad diesel engines rated equal to or above 8 kW and less than 19 kW, under 40 C.F.R. § 89.102(d)(2) by seven.
- 20. Respondent shall decrease its 2005 TP'EM allowance for equipment containing uncertified nonroad diesel engines rated equal to or above 19 kW and less than 37 kW, under 40 C.F.R. § 89.102(d)(2) by eighty.
- 21. Within 90 days of the Effective Date of this Agreement Respondent shall replace the Weifang engine (serial number 97101504775) with a new C8.3 EPA certified tier II engine made by Cummins Corporation and shall export the Weifang engine to a country other than Canada and Mexico and shall submit documentary proof of the replacement and export, via Customs export documents and certified affirmations.
- 22. Within 60 days of the Effective Date of this Agreement Respondent shall destroy the Jiangdong model TY395 loose engine (serial number: 01442334) under the actual and



- constant supervision of local, state or Federal enforcement personnel by running the engine without oil or coolant until it ceases to operate and cannot be made to resume operation, and thereafter, by causing multiple and irreparable examples of damage to the head(s) and case of the engine with a sledge hammer. Respondent shall secure and submit an affidavit of the observing enforcement personnel attesting to the destruction in the above manner to EPA within 60 days of the Effective Date of this Agreement.
23. Respondent shall submit reports showing compliance with the TPEM requirements under 40 C.F.R. § 89.102(d). Such reports shall contain, for each piece of equipment imported by Respondent under the TPEM, the name of the engine and chassis manufacturer, engine and chassis serial numbers, engine and chassis date of manufacture, engine power rating, engine power category under 40 C.F.R. § 89.112, and the date of importation. Notwithstanding 40 C.F.R. §89.102(e)(1), two such reports, covering Respondent's importation for the previous calendar year, shall be submitted on or before January 30, 2006, and January 30, 2007.
24. All submissions shall be sent to EPA at the following address:
- David Alexander
U.S. EPA, OECA/AED (mailcode 2242A)
Room 1111A
1200 Pennsylvania Ave NW
Washington, DC 20037-0001
facsimile: (202) 564-0069
25. Respondent shall pay to the United States \$2,500 within 30 calendar days of the date of this Agreement. Late payment of the civil penalty is subject to interest and fees as specified in 31 U.S.C. § 3717. Respondent agrees to pay the amount by certified check or



cashier's check payable to the "United States of America," and to mail the payment to:

U.S. Environmental Protection Agency
Washington Accounting Operations
P.O. Box 360277M
Pittsburgh, Pennsylvania 15251
ATTN: AED/MSEB # 7085

Simultaneously, a photocopy of the check shall be mailed to EPA at the address specified in Paragraph 24 or faxed to (202) 564-0069 to the attention of David Alexander. Such check shall be identified with the case number and Respondent's name.

26. Respondent agrees that it will not import any nonroad vehicle or piece of equipment manufactured on or after the applicable model years set forth in 40 C.F.R. § 89.112 unless the nonroad vehicle or equipment is powered by certified nonroad engine, or contains a nonroad engine that was manufactured after the applicable effective date of the regulations and is otherwise imported in compliance with 40 C.F.R. § 89.102(d).

General Provisions

27. Respondent hereby represents that the individual or individuals executing this Agreement on behalf of Respondent are authorized to do so on behalf of Respondent and that such execution is intended and is sufficient to bind Respondent, its agents, assigns, or successors.
28. Notwithstanding any other provision of this agreement, upon Respondent's failure to perform, or default of or failure to comply with any terms of this Agreement, EPA may refer this matter to the United States Department of Justice to recover civil penalties pursuant to Section 205 of the Act, 42 U.S.C. § 7524, and pursue any other remedies available to it. Respondent specifically agrees that in the event of such default or failure



to comply, EPA may proceed in an action based on the original claim of violation of the Act and Part 89. Respondent expressly waives its right to assert that such action is barred by any applicable statute of limitation, *see* 28 U.S.C. § 2462.

29. The Effect of Settlement Agreement described in Paragraph 32 of this Agreement is conditioned upon the truthfulness, accuracy and completeness of Respondent's disclosures and representations to EPA under this Agreement, including but not limited to Attachment I, upon which the Respondent acknowledges he has caused EPA to relied, and upon the prompt and complete remediation of any violations in accordance with this agreement.

Stipulated Penalties:

30. For failure to comply with the terms of this Agreement on a timely basis Respondent shall pay stipulated penalties to the United States as follows:
- A. For failure to timely pay the penalty, or provide proof of such payment, pursuant to Paragraph 25, \$400 per day.
 - B. For failure to submit to EPA, in writing, a plan to prevent future violations, and reduce importations pursuant to flexibility provisions pursuant to Paragraphs 18 through 20, \$400 per day.
 - C. For failure to submit reports, including failure to submit timely reports, of importations under 40 C.F.R. § 89.102 in accordance with Paragraph 23, \$250 per day.
 - D. For failing to replace the Weifang engine in the loader, or failing to prove proof thereof in accordance with Paragraph 21, \$500 per day.



- E. For failing to destroy the loose Jiangdong engine, or failing to prove proof thereof in accordance with Paragraph 22, \$250 per day.
- F. For importing a piece of nonroad equipment containing an uncertified engine that does not qualify for the TPPEM, \$10,000 per violation.

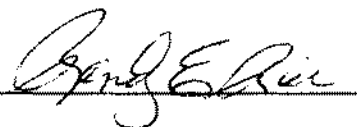
31. All stipulated penalties under Paragraph 30 of this Agreement shall begin to accrue on the day after performance is due, and shall continue to accrue until the day compliance is achieved. Nothing herein shall prevent the simultaneous accrual of separate stipulated penalties for separate violations of this Agreement. All stipulated penalties shall be paid in accordance with Paragraph 25 and shall be paid within five days of written demand by EPA. Stipulated penalties shall not be construed as prohibiting, altering, or in any way limiting the ability of EPA from seeking any other remedy or sanction available by virtue of Respondent's violation of this Agreement or of the statutes or regulations upon which the Agreement is based.

Effect of Agreement

32. Upon completion of the terms of this Agreement, the alleged violations described in this Agreement shall be considered resolved.

The following agree to the terms of this Agreement:

Randy Rich Equipment

By: 


5-12-05

Randy Rich, d/b/a Randy Rich Equipment

Date

U.S. Environmental Protection Agency

By:



Adam M. Kushner,
Acting Director
Air Enforcement Division
Office of Enforcement and Compliance Assurance

5.17.05

Date

Mar. 28 05 12:07p

P.1



Randy Rich Equipment

920 10th Street
Rupert, Idaho 83350

March 28, 2005

To: David Alexander

Fax#202-564-0069

From: Randy E. Rich

Dear Mr. Alexander

As per your instructions. The following Faxed 9 Charts include ALL of the nonroad equipment I have imported over the past 6 years. Including the equipment now held by Customs on my Yard.

All equipment is diesel powered.

To explain my charts

- 1) Upper right 1 thru 9th are as we recieved equipment Exception 9th a list of engines we recieved with previous orders listed
- 2) Custom entry # and entry date
- 3) Abbreviations used on chart
- 4) From left to right. Year of chassis, MFG Manufacture of Agricul tractor(Exception Chart 7th is a Wheel Loader), Tractor model of chassis, Engine Brand, Model of Engine, MF Date of Engine, KW power of motor in Kw, Engine serial number, and Chassis # serial number of tractor or loader.
- 5) On Chart 1st. First two listings are correct as listed Balance of listings are correct except Engine# and Chassis # are switched and noted.

These Charts are a complete list of all of my imports of non road equipment over the past 6 years

Please call if you have any questions on information I prepared. Thank you in advance for your prompt attention to this as The Equipment Customs has on hold us about 70% of my total Inventory and this time of year is our main selling time.

Randy Rich Equipment

Randy E. Rich

Attachment I

YEAR	MFG	MEMBERS MODEL	BRAND	MODEL	MC DATE	KW	ENGIN #	TRACTOR	CHASSIS #
2001	JM	254	YD	Y385	1999	18.37	103	15744	10957
2001	JM	254	YD	Y385	1999	18.37	104	11772	11015
2001	JM	204	HG	TY290	1999	14.72	109	10932	658
2001	JM	204	HG	TY290	1999	14.72	109	10930	661
2001	JM	204	HG	TY290	1999	14.72	109	10939	651
2001	JM	204	HG	TY290	1999	14.72	109	10931	653
2001	JM	204	HG	TY290	1999	14.72	109	10940	652
2001	JM	204	HG	TY290	1999	14.72	109	10936	656
2001	JM	204	HG	TY290	1999	14.72	109	10938	650
2001	JM	204	HG	TY290	1999	14.72	109	10934	659
2001	JM	204	HG	TY290	1999	14.72	109	10935	655
2001	JM	204	HG	TY290	1999	14.72	109	10928	657
2001	JM	204	HG	TY290	1999	14.72	109	10927	654
2001	JM	204	HG	TY290	1999	14.72	109	10933	653
2001	JM	204	HG	TY290	1999	14.72	109	10937	650
2001	JM	204	HG	TY290	1999	14.72	109	10929	662

Randy Rich Equipment
 920 10th Street
 Rupert, Idaho 83350

[Signature]

MAR 27 2005

[Signature]

YEAR	REG	MODEL	ENGINE	MODEL	DATE	ME	KW	ENGINE	CHAS	S#
2001	JM	304	ID	TY395	1998	20.9	1365	4	11	597
2001	JM	304	ID	TY395	1998	20.9	2255	4	11	598
2001	JM	254	YD	Y385	1999	17.48	1138	4	11	651
2001	JM	254	YD	Y385	1999	17.48	1189	0	11	652
2001	JM	254	YD	Y385	1999	17.48	1161	2	11	650
2001	JM	254	YD	Y385	1999	17.48	1139	0	11	653
2001	JM	204	HG	TY290	1999	13.96	3317	5	11	635
2001	JM	204	HG	TY290	1999	13.96	3315	5	11	649
2001	JM	204	HG	TY290	1999	13.96	3323	3	11	643
2001	JM	204	HG	TY290	1999	13.96	3316	6	11	638
2001	JM	204	HG	TY290	1999	13.96	3310	0	11	648
2001	JM	204	HG	TY290	1999	13.96	0711	1	11	647
2001	JM	204	HG	TY290	1999	13.96	3322	2	11	646
2001	JM	204	HG	TY290	1999	13.96	3312	2	11	645
2001	JM	204	HG	TY290	1999	13.96	3321	1	11	644
2001	JM	204	HG	TY290	1999	13.96	3311	1	11	642
2001	JM	204	HG	TY290	1999	13.96	0816	6	11	641
2001	JM	204	HG	TY290	1999	13.96	3313	3	11	640
2001	JM	204	HG	TY290	1999	13.96	3318	9	11	639
2001	JM	204	HG	TY290	1999	13.96	3314	8	11	637
2001	JM	204	HG	TY290	1999	13.96	3303	3	11	636
2001	JM	204	HG	TY290	1999	13.96	3303	3	11	634

Kenoy Rich Equipment
920 10th Street
Rupert, Idaho 83350

MAR 28 05 12:00 PM
[Signature]

SKD

YEAR	MFG	TRACOR MODEL	ENGINE BRAND	ENGINE MODEL	MFDATE	KW	ENGINE #	CHASSIS #
2002	JM	304	JD	TY395	2001	22.1	41255	12004
2002	JM	304	JD	TY395	2001	22.1	41302	12005
2002	JM	304	JD	TY395	2001	22.1	42260	12006
2002	JM	304	JD	TY395	2001	22.1	42263	12007
2002	JM	254	YD	Y385	1999	18.4	10603	11894
2002	JM	254	YD	Y385	1999	18.4	10600	11895
2002	JM	254	YD	Y385	1999	18.4	10600	11896
2002	JM	254	YD	Y385	1999	18.4	10711	11897
2002	JM	204	HG	TY290	1999	14.7	704	11898
2002	JM	204	HG	TY290	1999	14.7	701	11899
2002	JM	204	HG	TY290	1999	14.7	703	11900
2002	JM	204	HG	TY290	1999	14.7	700	11901
2002	JM	204	HG	TY290	1999	14.7	706	11902
2002	JM	204	HG	TY290	1999	14.7	707	11903
2002	JM	204	HG	TY290	1999	14.7	702	11904
2002	JM	204	HG	TY290	1999	14.7	705	11905

Randy Rich Equipment
 320 10th Street
 Rupert, Idaho 83350

[Handwritten Signature]

[Handwritten Signature]

4

YEAR	MFG	MODEL	TYPE	HP	DATE	CHAS	ENGINE #	CHAS #	HP
2002	JM	254	YD	18.4	1998	18.4	20707009	22539	39
2002	JM	254	YD	18.4	1998	18.4	20705191	22540	40
2002	JM	254	YD	18.4	1998	18.4	20705196	22541	41
2002	JM	254	YD	18.4	1998	18.4	2070954	22542	42
2002	JM	204	HG	14.7	1999	14.7	2944	22543	43
2002	JM	204	HG	14.7	1999	14.7	310	22544	44
2002	JM	204	HG	14.7	1999	14.7	244	22545	45
2002	JM	204	HG	14.7	1999	14.7	263	22546	46
2002	JM	204	HG	14.7	1999	14.7	283	22547	47
2002	JM	204	HG	14.7	1999	14.7	246	22548	48
2002	JM	204	HG	14.7	1999	14.7	308	22549	49
2002	JM	204	HG	14.7	1999	14.7	306	22550	50
2002	JM	204	HG	14.7	1999	14.7	336	22551	51
2002	JM	204	HG	14.7	1999	14.7	250	22552	52
2002	JM	204	HG	14.7	1999	14.7	338	22553	53
2002	JM	204	HG	14.7	1999	14.7	323	22554	54

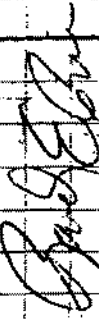
Randy Rich Equipment
 920 13th Street
 Rupert, Idaho 83350

[Signature]

5
 Mar 28 05 12:05P
[Signature]

YEAR	MFGR	TRANS MODEL	ENGINE MODEL	ME DATE	KW	ENGINE #	CHAS #	S #	5TH
2003	JM	204	HG	1999	147	920	038	848	90
2003	JM	204	HG	1999	147	144	038	849	1
2003	JM	204	HG	1999	147	733	038	849	2
2003	JM	204	HG	1999	147	014	038	849	3
2003	JM	204	HG	1999	147	2792	038	849	4
2003	JM	204	HG	1999	147	067	038	849	5
2003	JM	204	HG	1999	147	237	038	849	6
2003	JM	204	HG	1999	147	101	038	849	7
2003	JM	204	HG	1999	147	055	038	849	8
2003	JM	204	HG	1999	147	160	038	849	9
2003	JM	204	HG	1999	147	2794	038	850	0
2003	JM	204	HG	1999	147	2948	038	850	1
2003	JM	204	HG	1999	147	254	038	850	2
2003	JM	204	HG	1999	147	239	038	850	3
2003	JM	204	HG	1999	147	2793	038	850	4

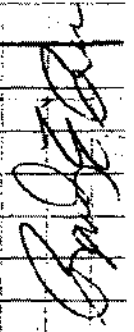
Randy Rich Equipment
 940 10th Street
 Rupert, Idaho 83350



6


YEAR	MFG	FRACTION MODEL	ENGINE BRAND	MODEL	DATE	RW	ENGINE #	CHASSIS #
2004	JM	204	HG	TY290	1999	1472	1604	20314248
2004	JM	204	HG	TY290	1999	1472	1632	20314250
2004	JM	204	HG	TY290	1999	1472	1712	20314252
2004	JM	204	HG	TY290	1999	1472	1702	20314247
2004	JM	204	HG	TY290	1999	1472	1704	20314251
2004	JM	204	HG	TY290	1999	1472	1655	20314255
2004	JM	204	HG	TY290	1999	1472	1716	20314249
2004	JM	204	HG	TY290	1999	1472	1713	20314259
2004	JM	204	HG	TY290	1999	1472	1652	20314253
2004	JM	204	HG	TY290	1999	1472	1657	20314256
2004	JM	204	HG	TY290	1999	1472	1484	20314258
2004	JM	204	HG	TY290	1999	1472	1658	20314254
2004	JM	204	HG	TY290	1999	1472	1732	20314246
2004	JM	204	HG	TY290	1999	1472	1697	20314257
2004	JM	404	SL	SL3105BT	2002	29.4	104720	20344138
2004	JM	404	SL	SL3105BT	2002	29.4	083478	20344139

Randy Rich Equipment
 920 10th Street
 Rupert, Idaho 83350




CUSTOMS ENTRY # ACI-7242565-7
 CUSTOMS ENTRY DATE 10/11/2004

TG = TANGONG CONSTRUCTION CO.
 WF = WEIFANG DIESEL WORKS

YEAR	MFG	TRACTOR MODEL	ENGINE BRAND	ENGINE MODEL	MF DATE	KW	ENGINE #	CHASSIS #
2004	TG	ZL50C	WF	WD615640	1995	162	97101504775	000348

Randy Rich Equipment
 920.10th Street
 Rupert, Idaho 83350

Randy Rich

Mar 28 05 12:12P
Randy Rich
 8

YEAR	MEG	TRACTOR MODEL	ENGINE MODEL	MF DATE	KW	ENGINE #	CHASSIS #	SL	SL
2004	JM	204	Y380	1999	14.7	20545351A	21215039		
2004	JM	204	Y380	1999	14.7	20545352A	21215043		
2004	JM	204	Y380	1999	14.7	20845353A	21215044		
2004	JM	204	Y380	1999	14.7	20545354A	21215045		
2004	JM	204	Y380	1999	14.7	20545357A	21215046		
2004	JM	204	Y380	1999	14.7	20545358A	21215047		
2004	JM	204	Y380	1999	14.7	20545359A	21215048		
2004	JM	204	Y380	1999	14.7	20545364A	21215049		
2004	JM	204	Y380	1999	14.7	20545369A	21215050		
2004	JM	204	Y380	1999	14.7	20545365A	21215051		
2004	JM	204	Y380	1999	14.7	20545366A	21215052		
2004	JM	204	Y380	1999	14.7	20845367A	21215053		
2004	JM	204	Y380	1999	14.7	20545368A	21215054		
2004	JM	404	3105072	1997	29.4	20545362A	21215055		
2004	JM	404	3105072	1997	29.4	20545368	21215057		
2004	JM	404	3105072	1997	29.4	20545368	21215058		

Randy Rich Equipment
 920 10th Street
 Rupert, Idaho 83350

Randy Rich

Randy Rich

9TH

LIST OF REPLACEMENT MOTORS TO BE USED ONLY AS REPAIRS FOR TRACTORS LISTED WITH MOTOR

ENGINE BRAND	MODEL	MF DATE	KW	ENGINE #	TRACTOR MODEL	ENTRY #	DATE
HG	TY 290	1999	14.7		100 JM 204	ACI-7231583-3	9/10/03
HG	TY 290	1999	14.7		680 JM 204	ACI-7211222-2	7/27/01
YD	Y 380	1999	14.7	Y41201753A	JM 204	ACI-7250154-9	2/1/05
YD	Y 385	1999	18.4	Y10507502B	JM 254	ACI-7211222-2	7/27/01
JD	TY 395	2001	25.7	01442334	JM 304	ACI-7220398-9	3/26/02

ALSO ENTRY DATE 2/1/05 #ACI-7250154-9 SL 3105 MOTOR WAS ORDERED, PAID FOR, CLEARED CUSTOMS AND WAS NOT RECEIVED BECAUSE VENDOR DID NOT SEND IT.

Randy Rich Equipment
920 10th Street
Rupert, Idaho 83350.

APR 12 12:50 PM '05

10