

## EXHIBIT A

### BILL OF SALE /AGREEMENT FOR THE SALE OF EQUIPMENT

This Bill of Sale and Agreement is entered into between Koyo Bearings North America LLC ("SELLER ") and BUYER, who by registering, participating as an active bidder, in and purchasing equipment as the highest bidder from an auction held by Seller's Agent, Cincinnati Industrial Auctioneers agrees to the following..

1. For good and valuable consideration including payment by BUYER to SELLER's Agent which payment shall be made prior to BUYER dismantling, loading, transporting, and removing the property from the site, SELLER does hereby sell, transfer, assign and convey to BUYER on an "AS IS" basis, all of SELLER'S rights, title and interest in and to the Property purchased at Sellers Agents auction as described by such Agent.,
2. The purchase price is exclusive of, and BUYER shall be responsible for, all taxes, levies, assessments and the like arising out of, or in any way connected with the sale, dismantling, loading, transportation, removal, possession, or use of the property sold hereunder.
3. All Property sold hereunder shall be removed from the SELLER'S site no later than fourteen (14) days after the close of the sale with Agent. In the event the Property is not so removed, SELLER directly or through its Agent reserves the right to deem the Property abandoned, and to resell the Property at its convenience, by any method of sale it chooses, and without prior notice to BUYER. In the event of a resale, BUYER will be responsible to pay SELLER and its Agent for any costs or damages occasioned by SELLER or its Agent due to BUYER'S failure to perform. SELLER or its Agent will refund only that portion of BUYER'S payment that is equalled by the resale payment less any associated resale cost and/or cost incurred by SELLER due to BUYER not performing by the date stated above.
4. All Property is sold F.O.B. SELLER'S site. The BUYER is responsible for all costs and arrangements associated with dismantling (including labor and material), loading, transporting, and removing from the F.O. B. point the Property described in paragraph 1 above. BUYER assumes sole responsibility for safety in securing the load(s). BUYER shall clean up any debris generated through BUYER'S dismantling, loading, transportation and removal process.
5. SELLER is selling this property and BUYER accepts this property "AS IS" and makes NO GUARANTEE, WARRANTY, OR REPRESENTATION, AS TO QUANTITY, KIND, CHARACTER, QUALITY, CONDITION, WEIGHT, SIZE OR DESCRIPTION OF ANY PROPERTY. FURTHER, SELLER DISCLAIMS ANY AND ALL EXPRESS AND IMPLIED WARRANTIES INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR AN INTENDED OR PARTICULAR PURPOSE.

IN ADDITION, SELLER DISCLAIMS LIABILITY OF ANY KIND, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, FOR DAMAGES INCLUDING BUT NOT LIMITED TO BODILY INJURY, PROPERTY DAMAGE, AND/OR INCIDENTAL AND CONSEQUENTIAL DAMAGES OF ANY NATURE, RESULTING OR ALLEGED TO HAVE RESULTED FROM THE USE OR MAINTENANCE OF THE PROPERTY.

BUYER agrees that full opportunity was given to make inspection of Property described by Sellers Agent. BUYER'S failure to inspect will not constitute grounds for any claims against SELLER or its Agent..

6. While on SELLER'S site, BUYER and its agents if any, shall comply with all federal, state, local, and OSHA regulations as well as rules of SELLER or its Agent which may be imposed from time to time. Upon purchase, BUYER shall become solely responsible for compliance with all federal, state, local, and OSHA regulations with respect to the Property.
7. BUYER understands and agrees that SELLER is not required to make available any documentation, reports, drawings, or instruction manuals of Property being sold.
8. The BUYER shall indemnify and hold harmless SELLER, its directors, officers, agents and employees from and against all claims, damages, losses, and expenses, including attorney fees, arising by reason of any act or failure to act, negligent or otherwise, of BUYER, BUYER'S agents or employees or of anyone for whose acts the BUYER may be liable, in connection with the purchase, including the dismantling, loading, removal and transportation of and use of the Property.
9. Prior to entering SELLER'S site and commencing work hereunder, the BUYER shall deliver to SELLER or its Agent an insurance certificate or other satisfactory proof evidencing current Workers' Compensation insurance coverage. BUYER agrees to expressly waive its statutory and constitutional immunity defense as an employer in compliance with applicable workers compensation law, solely with respect to claims, if any, by SELLER with respect to claims brought by BUYER'S employees, agents or contracts against SELLER or its Agents.  
  
Prior to commencing work on SELLER'S site, BUYER shall obtain and deliver to SELLER or it Agent an insurance certificate evidencing current comprehensive general liability insurance in an amount of not less than \$2,000,000.00 for bodily injury, including death to any one person and subject to the same limit for any one person not less than \$2,000,000.00 for any one occurrence and not less than \$2,000,000.00 for damage to or destruction of property, including the loss of use thereof, for any one occurrence. If any automobile, truck or mobile equipment is to be used in connection with this Agreement, such equipment and the operation thereof shall also be covered by automotive general liability insurance in the same amounts as set forth above for bodily injury, including death, and property damage, including the loss of use thereof. BUYER shall also obtain and maintain insurance in the same amounts as set forth above for bodily injury, including death, and property damage, which shall provide contractual coverage for the indemnification and hold harmless agreement set forth above.
10. Seller's Agents Online Terms of Sale and this Bill of Sale contains the entire and only agreement between BUYER and SELLER regarding the sale of the Property. Any oral or written promises or assurances related to the subject matter of this Agreement that are not contained in this Agreement are waived, abandoned, and withdrawn, and are without legal effect. BUYER acknowledges that it has not relied on any representations, promises, or agreements of any kind made in connection with BUYER'S decision to purchase the Property, except for those set forth in this Agreement.
11. If any part of this Agreement is found unenforceable, the rest of the Agreement will continue in effect, and the unenforceable part shall be reformed to the extent possible to make it enforceable and give business efficacy to the Agreement. Each party may enforce its respective rights under the Agreement even if it has waived the right or failed to enforce the same or other rights in the past.

12. This Agreement and the exhibits and/or attachments hereto will be governed by the laws of the State of South Carolina (excluding conflict of law provisions), and the parties to this Agreement agree that any litigation arising out of the matters set forth above will be litigated in the courts of the State of South Carolina.