

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

COACH USA, INC., *et al.*,¹

Debtors.

Chapter 11

Case No. 24-11258 (MFW)

(Jointly Administered)

Ref. Docket No. 565

**ORDER (I) APPROVING SALE AGREEMENT WITH RITCHIE BROS.
AUCTIONEERS (AMERICA) INC., IRONPLANET, INC., EFFECTIVE AS OF
AUGUST 20, 2024; (II) AUTHORIZING THE SALE OF REMAINING FLEET ASSETS
FREE AND CLEAR OF LIENS, CLAIMS, INTERESTS AND ENCUMBRANCES; AND
(III) GRANTING RELATED RELIEF**

Upon the motion (the “Motion”)² of the above-captioned debtors and debtors in possession (collectively, the “Debtors”) for entry of an order (this “Order”), (a) authorizing the Debtors to enter into the Sale Agreement dated as of August 20, 2024, with Ritchie Bros. Auctioneers (America) Inc. and IronPlanet, Inc. (together, the “Agent”), as auctioneer, broker, and exclusive marketing agent of the Remaining Fleet Assets and for related services to be provided by the Agent relating to the Remaining Fleet Assets, including, without limitation, removal from Company Properties, refurbishment, and transportation to and storage at Agent Properties of the Remaining Fleet Assets, a true and correct copy of which is attached hereto as **Exhibit 1** (as amended, supplemented, or modified from time to time and including all exhibits, schedules, and appendixes thereto, the “Sale Agreement”), (b) authorizing the sale by the Agent (acting on behalf of the Debtors) of the Remaining Fleet Assets free and clear of any liens, claims, interests and

¹ A complete list of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors’ claims and noticing agent at <https://cases.ra.kroll.com/CoachUSA>. The Debtors’ mailing address is 160 S Route 17 North, Paramus, NJ 07652.

² Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Motion or the Sale Agreement, as applicable.

encumbrances (effective upon the sale thereof), in accordance with the De Minimis Asset Sale Order, and (c) granting related relief, all as more fully set forth in the Motion; and upon the Agent Declaration and the *Supplemental Declaration of Disinterestedness of Ritchie Bros. Auctioneers (America) Inc., and IronPlanet, Inc., in Support of Motion for Entry of an Order (I) Approving Sale Agreement with Ritchie Bros. Auctioneers (America) Inc., and IronPlanet, Inc., Effective as of August 20, 2024; (II) Authorizing the Sale of Certain Assets Free and Clear of Liens, Claims, Interests and Encumbrances; and (III) Granting Related Relief* [Docket No. 712]; and the District Court having jurisdiction under 28 U.S.C. § 1334, which was referred to this Court under 28 U.S.C. § 157 pursuant to the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated February 29, 2012; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and this Court having found that this Court may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested in the Motion is in the best interests of the Debtors' estates, their creditors, and other parties in interest; and this Court having found that the Debtors' notice of the Motion and opportunity for a hearing on the Motion and all relief requested therein were appropriate, adequate, and sufficient, with all parties having been afforded due process and an opportunity to be heard with respect to the Motion and all relief requested therein, and no other or further notice need be provided; and this Court having reviewed and considered the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief

granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The Motion is GRANTED, as set forth herein.
2. Any objections to the Motion or to the entry of this Order that have not been withdrawn, waived or settled, and all reservations of rights included therein, are hereby DENIED and OVERRULED.
3. The Sale Agreement, including all of its terms and conditions, and sales of the Remaining Fleet Assets as contemplated therein, are approved in all respects pursuant to sections 327(a), 328(a), and 363 of the Bankruptcy Code. The Debtors and the Agent are authorized, in accordance with the De Minimis Sale Order, to take all steps they deem necessary or appropriate to sell the Remaining Fleet Assets in accordance with the Sale Agreement, as well as to perform any and all other duties and obligations contemplated by the Sale Agreement.
4. Pursuant to section 363 of the Bankruptcy Code, the Debtors are authorized, but not directed, to execute, deliver, and perform under, consummate, and implement the Sale Agreement together with any additional instruments and documents that may be reasonably necessary or desirable to implement the transactions contemplated by the Sale Agreement.
5. The Debtors are authorized to employ and retain the Agent on the terms and provisions set forth in the Sale Agreement, effective as of August 20, 2024.
6. The Agent shall perform all of its obligations, including, without limitation, marketing and selling the Remaining Fleet Assets on the Debtors' behalf, pursuant to the Sale Agreement in accordance with the terms and provisions of the Sale Agreement. The

Agent shall be permitted and hold power of attorney from the Debtors to sign any title, release, or other similar instrument to transfer ownership to a purchaser of any Remaining Fleet Assets free and clear of liens, claims, interests, and encumbrances.

7. Pursuant to sections 105(a) and 363(f) of the Bankruptcy Code, the Remaining Fleet Assets shall be sold, pursuant to the Sale Agreement and the De Minimis Sale Order, free and clear of all liens, claims, encumbrances, and other interests of any kind and every kind whatsoever (effective upon the sale thereof), in accordance with section 363(f) of the Bankruptcy Code.

8. Unless otherwise provided in the De Minimis Asset Sale Order, this Order is and shall be effective as a determination that all liens, claims, encumbrances and interests shall be and are released with respect to the Remaining Fleet Assets as of the closing of any sale of Remaining Fleet Assets. The provisions of this Order authorizing the sale and assignment of the Remaining Fleet Assets free and clear of all liens, claims, encumbrances and interests, subject to the terms and provisions hereof, shall be self-executing upon the sale of any Remaining Fleet Assets pursuant to the terms of the Sale Agreement.

9. Notwithstanding anything to the contrary in the Sale Agreement, there shall be no indemnification of the Agent or any of its affiliates during these Chapter 11 Cases.

10. Notwithstanding the failure of the Debtors, the Agent, or any other party to execute, file or obtain releases, termination statements, assignments, consents or other instruments to effectuate, consummate and/or implement the provisions hereof, all liens, claims, encumbrances, and other interests on or against the Remaining Fleet Assets, if any, shall be deemed released, discharged and terminated as of the closing of any sale of Remaining Fleet Assets. This Order shall be the sole and sufficient evidence of authority to transfer title to any

particular purchaser of the Remaining Fleet Assets, and the transactions consummated pursuant to this Order shall be binding upon and shall govern the acts of all persons and entities who may be required by operation of law, the duties of their office, or contract, to accept, file, register, or otherwise record or release any documents or instruments, or who may be required to report or insure any title or state of title in or to any of the property sold pursuant to this Order, including, without limitation, all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, administrative agencies, governmental departments, secretaries of state, and federal, state, and local officials, and each of such persons and entities is hereby directed to accept this Order as sole and sufficient evidence of such transfer of title and shall rely upon this Order in consummating the transaction.

11. The Debtors, in consultation with the Consultation Parties, are authorized, without further order of the Court, to modify the Sale Agreement (and upon the Agent's consent in accordance with the terms of the Sale Agreement) to add or remove Remaining Fleet Assets thereto or therefrom during the term in accordance with the Sale Agreement. The Sale Agreement may be amended by the Debtors, in consultation with the Consultation Parties, and the Agent in a writing signed by both Parties without further order of the Court. The Debtors will file a notice on the Court's docket setting forth any such foregoing modifications or amendments (if any).

12. Except as may be required by the De Minimis Asset Sale Order, neither the Debtors nor the Agent shall be required to file a separate motion or seek Court approval for any sale or other disposition of the Remaining Fleet Assets, which sale or other disposition shall be authorized to be sold pursuant to the terms set forth in the Sale Agreement, the De Minimis Asset Sale Order, and this Order. The Debtors shall not be required to file a separate motion or

to seek Court approval to pay or reimburse the Agent in accordance with and for any purposes under the Sale Agreement.

13. The Agent shall not be required to maintain time records or to file interim or final fee applications with the Court. Any and all commissions, reimbursements, fees, or other amounts due to, earned by, and paid to the Agent in accordance with the Sale Agreement (including those to be set forth in the Final Report (defined below)) shall not be subject to the review by the Court, any party in interest (except as and only to the extent provided in the Sale Agreement), or the U.S. Trustee. Upon the conclusion of the Term or at such earlier time following Agent's completion of the sale process for the Remaining Fleet Assets, the Agent shall prepare, and the Debtors shall file, a report (the "Final Report") with the Court that identifies (i) the Remaining Fleet Assets sold pursuant to the terms set forth in the Sale Agreement, (ii) the sale prices for the Remaining Fleet Assets, and (iii) the commission and fees and reimbursement of expenses deducted by the Agent with respect to each transaction. For the avoidance of doubt, the Final Report need only describe the information contained in this paragraph, and the Agent shall not be required to file interim reports or to keep time records of hours spent performing the services set forth in the Sale Agreement.

14. Parties who purchase the Remaining Fleet Assets shall be afforded the protections under section 363(m) of the Bankruptcy Code.

15. No bulk sales law or any similar law of any state or other jurisdiction shall apply in any way to the transactions authorized herein, including the Sale Agreement and the Agent Sale authorized therein.

16. The failure to include specifically any particular provision of the Sale Agreement in this Order shall not diminish or impair the effectiveness of such provision, it being

the intent of the Bankruptcy Court that the Sale Agreement be authorized and approved in its entirety.

17. Paragraph 2 of the Terms and Conditions shall be replaced with the following: “You agree that any claim arising out of or related to this agreement must be brought before the Bankruptcy Court within the applicable statute of limitations, and if not commenced timely, shall be permanently barred.”

18. To the extent of any inconsistency between the provisions of this Order and the Sale Agreement, the provisions contained in the Order shall govern.

19. Notice of the Motion as provided therein shall be deemed good and sufficient notice of such Motion and the requirements of Bankruptcy Rule 6004(a) and the Local Rules are satisfied by such notice.

20. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Order are immediately effective and enforceable upon its entry.

21. This Court retains jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order.

Dated: September 23rd, 2024
Wilmington, Delaware

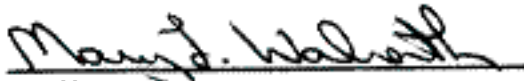

MARY F. WALRATH
UNITED STATES BANKRUPTCY JUDGE

EXHIBIT 1

Sale Agreement

LEGAL NAME OF SELLER: Coach USA, Inc.	DATE: (DD/MM/YYYY) 8/20/2024
JURISDICTION OF INCORPORATION/REGISTRATION:	SALES REP: Devin Norris

This MULTI-CHANNEL SALES AGREEMENT (this "**Agreement**") is entered into as of the date first written above (the "**Effective Date**") by and between the applicable entity/entities set forth in the Terms and Conditions (as defined herein) ("**RB Group**") and the customer identified above (the "**Seller**") for the sale of Equipment through a Live Auction Event or the Marketplaces.

1. SELLER INFORMATION	
Doing Business As Formerly Known As Local Language Seller Name	Coach USA, Inc.
Seller Business Address	160 Route 17 North, Paramus, NJ 07320
Authorized Representative	Spencer Ware
Title of Authorized Representative	Chief Restructuring Officer
Phone	201-232-3970
Fax	N/A
Email	spencer.ware@cr3partners.com
2. COMMERCIAL TERMS APPLICABLE TO LIVE AUCTION EVENT – Intentionally Deleted	
3. COMMERCIAL TERMS APPLICABLE TO MARKETPLACE	
Equipment	RB Group will advertise for sale the equipment listed on Schedule B (" Schedule B Equipment ", and collectively with Schedule A Equipment, the " Equipment ") which the Seller desires to offer for sale through one or more of RB Group's online marketplaces (collectively, the " Marketplaces ", and each a " Marketplace "), as indicated by the "Sale Type" selected by the Seller and noted on Schedule B.
Listing Fees	A Listing Fee will apply for each unit of Schedule B Equipment that the Seller lists on the Marketplaces.
Equipment Condition	The Seller agrees that the Schedule B Equipment will remain in the same or better condition as when previously inspected by RB Group. In the event of any unforeseen machine failure, the Seller agrees to make the necessary repairs to bring the Schedule B Equipment to the same condition as when inspected by RB Group.
Titled Equipment	The Seller hereby appoints RB Group as its attorney-in-fact with a limited power of attorney (" LPOA ") to execute on the Seller's behalf, all documents necessary and required to transfer title to, and permit registration of ownership of, any portion of the Schedule B Equipment to the buyer; provided, however, if original titles or a notarized LPOA are required by federal, state, provincial or local regulation to transfer title, the Seller will provide RB Group with either, as applicable, (i) signed original titles, or (ii) a notarized LPOA and unsigned original titles at least two weeks prior to the time of listing. Failure to provide title(s) and/or an LPOA as required may prevent the Schedule B Equipment being made available for sale on the Marketplace(s) until such documentation is provided
4. GENERAL COMMERCIAL TERMS	
Proceeds	Unless otherwise specified in writing, the Seller acknowledges that there is no guarantee whatsoever as to the gross proceeds to be realized from the sale of the Equipment.
Title Transfer Fees; Lien Search Fees	The Seller will pay lien search fees, title transfer fees and any other fee applicable as set out in the Terms & Conditions for each unit of Equipment, unless otherwise specified. RB Group will deduct such fees from any amounts owing to the Seller.
Commission Rate	RB Group will be entitled to a commission based on the gross sale price of each piece of Equipment as follows: (a) 10% for any lot in excess of \$3,000 USD; and (b) 10% for any lot realizing \$3,000 USD or less, with a minimum fee of \$195.00 USD per lot. Seller Initials SMW DN RB Group Initials
Terms & Conditions	This Agreement incorporates by reference the terms and conditions attached hereto as Schedule C (" Terms and Conditions "). By initialing here, the Seller acknowledges that (i) the Seller has received a copy of the Terms and Conditions with this Agreement, (ii) it is the Seller's responsibility to familiarize itself with the Terms and Conditions, and (iii) the Seller is bound by the Terms and Conditions. SMW DN
Refurbishment	The Seller elects to have RB Group arrange for the welding, sandblasting, painting, cleaning, and other refurbishing (the " Refurbishing ") of the Equipment to a standard acceptable to RB Group. YES OR NO DN

	Should RB Group organize and pay for the Refurbishing of any part of the Equipment, RB Group will be reimbursed for these costs plus 10% provided that the total cost will not exceed <u>Zero</u> dollars (\$ <u>0</u> USD) without the Seller's consent.
Fuel/Batteries Cost	The Seller will reimburse RB Group for the cost plus 10% of fuel and batteries as RB Group deems necessary for demonstration and sale of the Equipment, if applicable.

5. LIENS/ENCUMBRANCES**ARE THERE ANY LIENS ON THE EQUIPMENT?****YES** OR **NO****SELLER'S INTERNAL CONTACT REGARDING LIENS AND TITLES** (Name/Phone/Fax/Email):

Name: Josie Stary
Phone: 201-225-7555
Fax:
Email: josie.stary@coachusa.com

- If "Yes," please provide information for each of the lien holders for blanket liens below and as requested in the applicable Schedule.
- Unless otherwise disclosed herein, the undersigned, on behalf of the Seller, certifies that all Equipment is or will be free of all liens, charges, security interests, tax or duty obligations or other encumbrances ("**Encumbrances**") prior to being placed for sale in a Live Auction Event or on the Marketplace(s).
- The Seller: (i) authorizes RB Group to conduct lien searches on the Equipment; (ii) authorizes RB Group to contact potential lien holders for the disclosure of Encumbrances and to obtain pay-off balances and releases; (iii) consents to the release to RB Group of any and all information pertaining to any such lien, charge, encumbrance or security interest; and (iv) assigns proceeds from the sale of the Equipment as may be required to discharge and satisfy all charges, liens, claims and encumbrances in respect of the Equipment.
- For greater certainty, lien search fees will apply regardless of the Seller's response.

Blanket Lien Holder	Account No.	Contact Person	Phone/Fax/Email
Wells Fargo		Cameron Scott	Cameron.Scott@wellsfargo.com

6. MISCELLANEOUS

Entire Agreement; Priority	This Agreement, together with the Terms and Conditions, contains the entire agreement of the parties with respect to the subject matter hereof and supersedes all previous communications, representations, understandings and agreements, either oral or written, between the parties. In the event of a conflict between the provisions of this Agreement and the Terms and Conditions, this Agreement will control.
Counterparts	This Agreement may be executed in counterparts, each of which will be considered an original, but all of which together will constitute the same instrument. Execution and delivery of this Agreement may be evidenced by facsimile, PDF, electronic signature, or acknowledgement email and will hold the same force and effect as an original signature for purposes of binding the parties.
Term	This Agreement is valid only for the Equipment listed on Schedule A and Schedule B from the Effective Date until such Equipment is sold or withdrawn pursuant to the terms of this Agreement.
Currency and Payment	Unless otherwise stated in the Terms and Conditions, all prices noted in this Agreement are listed in the currency of the country in which the Equipment is located at the time such Equipment is offered for sale. The same currency will be used for invoice and payment.
Bankruptcy	If the Seller is operating pursuant to a bankruptcy order, the following provisions apply: - The Seller represents and warrants that it is: [please select appropriate box] - operating under the provisions of a court order as a bankrupt; or - entering into this agreement pursuant to its appointment as a trustee of the bankrupt owner of the Equipment, and is authorized by court order (Order/Docket Entry # <u>245</u>) to sell the Equipment free and clear of any and all registered and unregistered liens, security interests, tax or duty obligations or other encumbrances or contrary claims whatsoever. - The parties acknowledge that this Agreement is subject to a court having jurisdiction over such proceedings and that this Agreement will be null and void, without penalty to either party, if court approval of this Agreement is not received on or before <u>September 25, 2024</u>. - The Seller represents and warrants that Seller will promptly file a motion to approve this Agreement, and any order approving such motion will be effective as of the date of this Agreement. - Section 5 of this Agreement [<i>Liens/Encumbrances</i>] is deemed deleted in its entirety and replaced with the following: The Seller has conducted searches, as deemed necessary by the Seller, for the disclosure of liens and encumbrances, and included all such creditors in the bankruptcy court notices seeking authority to sell the Equipment. In no case will RB Group have a duty to conduct such searches, nor be responsible for the result thereof. Seller shall not be responsible for paying any lien searches conducted by RB Group. RB Group will collect the full proceeds from the sale of the Equipment and will: (i) withhold for its benefit all amounts payable to RB Group hereunder, including commission, and any advances, together with interest thereon; and (ii) pay any remaining funds in accordance with the terms of the court order approval the sale.

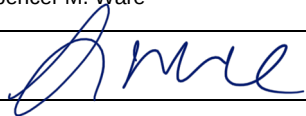
7. ADDITIONAL PROVISIONS

Additional Provisions	In the event, the Seller is unable to obtain approval to waive the creditor objection period, RB Group may in its sole discretion terminate this Agreement without penalty to the Seller. The Seller agrees to pay a \$30 fee per piece of
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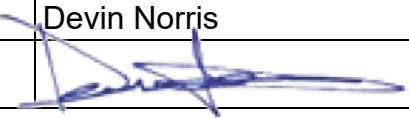
	Equipment that requires a California title. The Seller agrees to pay an inspection fee of \$250 per piece of Equipment that transacts on IronPlanet.
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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date, and each represents and warrants to the other that it has validly entered into this Agreement and has the legal power to do so.

SELLER: Coach USA, Inc.

Name:	Spencer M. Ware	Title:	Chief Restructuring Officer
By (Signature):		Date Signed:	(dd/mm/yyyy) 08/20/2024

RITCHIE BROS. AUCTIONEERS (AMERICA) INC.

Name:	Devin Norris	Title:	
By (Signature):		Date Signed:	(dd/mm/yyyy) 08/20/2024

IRONPLANET, INC.

Name:	Devin Norris	Title:	
By (Signature):		Date Signed:	(dd/mm/yyyy) 08/20/2024

SCHEDULE A TO AGREEMENT

Intentionally Deleted

SCHEDULE B TO AGREEMENT

EQUIPMENT FOR ONLINE MARKETPLACE SALE

SELLER'S NAME:

#	Item Description – Manufacturer, Model, Serial Number, Description	Encumbrance Holder (if none, state 'nil')	Amount Owning	Sale Type	Inspection Type
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					

Seller

RB
Group**LEGEND:****Inspection Reqs:****FI** = Full Inspection**B** = Photos and Basic Functionality**PO** = Photos Only (non-powered units)

Coach USA, Inc.
Buses for Auction
As of 8/20/2024

#	Serial Number	Year	Make	Model
1	YE2CC29B982046789	2008	VAN	C2045L
2	1FDFF4FS1DDB00095	2013	CEQ	PHOENIX
3	1FVACWU8DHFF5879	2013	FRT	CHAMPION
4	1FDFF45S19DA67009	2009	CMC	CHALLENGER
5	1FDFF4FS8CDB04708	2012	DIA	VIP 2500
6	YE2CC17B662047134	2006	VAN	C2045
7	YE2CC27B462047199	2006	VAN	C2045L
8	2M93JMDA37W063807	2007	MCI	J4500
9	2M93JMPA24W062624	2004	MCI	J4500
10	2M93JMEA98W064508	2008	MCI	J4500
11	4UZAACBW54CN04693	2004	MOL	TROLLEY
12	4UZAACBW34CN04689	2004	MOL	TROLLEY
13	2M93JMHA88W064785	2008	MCI	J4500
14	1FDGF5GY3GEA85995	2016	FRD	E550
15	1M86DMHA58P058189	2008	MCI	D4505
16	2M93JMPA67W063831	2007	MCI	J4500
17	2M93JMPA57W064159	2007	MCI	J4500
18	2M93JMHA28W064782	2008	MCI	J4500
19	2M93JMHAX8W064786	2008	MCI	J4500
20	2M93JMHA18W064787	2008	MCI	J4500
21	2M93JMHA38W064788	2008	MCI	J4500
22	2M93JMHA48W064802	2008	MCI	J4500
23	2MG3JMHA29W065361	2009	MCI	J4500
24	2MG3JMHA99W065373	2009	MCI	J4500
25	YE2CC2AB1B2047745	2011	VAN	C2045L
26	YE2CC2AB8B2047757	2011	VAN	C2045L
27	1M8PDMPA2YP053005	2000	MCI	102DL3
28	1M8PDMPA1YP053271	2000	MCI	102DL3
29	2M93JMPA85W062807	2005	MCI	J4500
30	2M93JMDA95W062917	2005	MCI	J4500
31	2M93JMDA25W062953	2005	MCI	J4500
32	2M93JMDA45W062954	2005	MCI	J4500
33	2M93JMDAX5W063011	2005	MCI	J4500
34	2M93JMDA15W063012	2005	MCI	J4500
35	2M93JMDA45W063117	2005	MCI	J4500
36	2M93JMDA65W063118	2005	MCI	J4500
37	2M93JMDA85W063119	2005	MCI	J4500
38	2M93JMPA46W063454	2006	MCI	J4500
39	2M93JMPAX6W063457	2006	MCI	J4500
40	2M93JMPA56W063463	2006	MCI	J4500
41	2M93JMPA76W063464	2006	MCI	J4500
42	2M93JMPAX6W063474	2006	MCI	J4500
43	2M93JMPA36W063476	2006	MCI	J4500
44	2M93JMPA56W063477	2006	MCI	J4500

#	Serial Number	Year	Make	Model
45	2M93JMPA76W063545	2006	MCI	J4500
46	2M93JMPA96W063546	2006	MCI	J4500
47	2M93JMPA06W063547	2006	MCI	J4500
48	2M93JMPA26W063548	2006	MCI	J4500
49	2M93JMDA47W063945	2007	MCI	J4500
50	2M93JMDA67W063946	2007	MCI	J4500
51	2M93JMEA28W064544	2008	MCI	J4500
52	2M93JMEAX8W064596	2008	MCI	J4500
53	2M93JMEA18W064597	2008	MCI	J4500
54	2M93JMHA28W064796	2008	MCI	J4500
55	2M93JMHA48W064797	2008	MCI	J4500
56	2M93JMHA28W064801	2008	MCI	J4500
57	2MG3JMEA69W065268	2009	MCI	J4500
58	2MG3JMEA59W065276	2009	MCI	J4500
59	2MG3JMEA69W065433	2009	MCI	J4500
60	2M93JMEA78W064703	2008	MCI	J4500
61	YE2XC81B0G3048973	2016	VAN	CX45
62	2MG3JMEAXBW065831	2011	MCI	J4500
63	2MG3JMEA7BW065835	2011	MCI	J4500
64	2MG3JM8A6HW067791	2016	MCI	J4500
65	2MG3JM8A8HW067792	2016	MCI	J4500
66	2M93JMPA14W062601	2004	MCI	J4500
67	2M93JMPA74W062568	2004	MCI	J4500
68	2M93JMDA67W064417	2007	MCI	J4500
69	2M93JMDA67W064420	2007	MCI	J4500
70	2M93JMDA87W064421	2007	MCI	J4500
71	2M93JMDAX7W064422	2007	MCI	J4500
72	2M93JMDA37W064424	2007	MCI	J4500
73	2M93JMDA57W064425	2007	MCI	J4500
74	2M93JMDA17W064423	2007	MCI	J4500
75	2M93JMDA77W064426	2007	MCI	J4500
76	2M93JMPA06W063693	2006	MCI	J4500
77	2M93JMPA26W063694	2006	MCI	J4500
78	2M93JMPA66W063696	2006	MCI	J4500
79	1M86DMBA6CP012727	2012	MCI	D4505
80	1M86DMEA59P058800	2009	MCI	D4505
81	1M86DMEA79P058801	2009	MCI	D4505
82	1M86DMEA99P058802	2009	MCI	D4505
83	1M86DMEA49P058805	2009	MCI	D4505
84	1M86DMEA79P058846	2009	MCI	D4505
85	1M86DMEA5AP059143	2010	MCI	D4505
86	1M86DMEAXAP059154	2010	MCI	D4505
87	1M86DMEAXAP059185	2010	MCI	D4505
88	2M93JMPAX4W062368	2004	MCI	J4500
89	2M93JMPA34W062647	2004	MCI	J4500
90	2M93JMPA87W064186	2007	MCI	J4500
91	2M93JMEAX8W064680	2008	MCI	J4500
92	2M93JMHA68W064784	2008	MCI	J4500

#	Serial Number	Year	Make	Model
93	1M86DMHA88P058459	2008	MCI	D4505
94	1M86DMEA19P058843	2009	MCI	D4505
95	1M86DMEA39P058844	2009	MCI	D4505
96	1M86DMEA09P058848	2009	MCI	D4505
97	1M86DMEA09P058851	2009	MCI	D4505
98	1M86DMEA49P058853	2009	MCI	D4505
99	1M86DMEA69P058854	2009	MCI	D4505
100	1M86DMEA89P058855	2009	MCI	D4505
101	1M86DMEAX9P058856	2009	MCI	D4505
102	1M86DMEA39P058858	2009	MCI	D4505
103	2MG3JMEA2BW065841	2011	MCI	J4500
104	2MG3JMEA6BW065843	2011	MCI	J4500

SCHEDULE C

TERMS AND CONDITIONS

SELLER TERMS AND CONDITIONS

The following terms and conditions (the "**Terms**") apply to any listing agreement, marketplace services agreement, preferred provider agreement or multi channel sales agreement between you and RB Group (each a "**Sales Agreement**", collectively with the Terms, the "**Agreement**") and are in addition to the terms and conditions set out in the Sales Agreement. These Terms are separated into four sections as follows:

- A. Terms and Conditions applicable to both Live Auction Events and Online Marketplaces
- B. Terms and Conditions Applicable to Only Live Auction Events
- C. Terms and Conditions Applicable to Only Online Marketplaces
- D. General Fees for Equipment

Please ensure you review each and every section relevant to your Agreement. Unless otherwise defined in these Terms, capitalized words have the meanings provided in the Sales Agreement.

A. TERMS AND CONDITIONS APPLICABLE TO BOTH LIVE AUCTION EVENTS AND ONLINE MARKETPLACES

- 1. Contracting Party, Notice, Governing Law.** Unless otherwise indicated in the Sales Agreement, the applicable RB Group contracting entity, notice address, governing law/venue, and currency will depend on the location of Equipment at the time of sale, and shall be as set forth in the table below. Any notice sent shall be sent to the attention of Legal Affairs at the notice address for the applicable RB Group contracting entity set out below with a copy to legal@ritchiebros.com. Any legal action brought by the Seller arising from or relating to this Agreement shall be litigated exclusively in the jurisdiction of the applicable RB Group contracting entity set out in the table below and the parties irrevocably attorn to such jurisdiction for the resolution of such disputes. Any legal action brought by RB Group arising from or relating to this Agreement shall be litigated exclusively in the jurisdiction of the applicable RB Group contracting entity set out in the table below or, at the sole discretion of such RB Group contracting entity, any jurisdiction in which the Seller maintains a place of business, assets or an agent for the service of process, and the parties irrevocably attorn to such jurisdiction for the resolution of such disputes. In the event that the below table provides for more than one jurisdiction applicable to the Sales Agreement, RB Group may elect which of the applicable jurisdictions applies to any legal action brought by RB Group. Where applicable, the parties irrevocably waive the right to demand a trial by jury in any dispute arising from or relating to this Agreement.

Location of Assets at Time of Sale	RB Group Contracting Entity	Notice Address	Governing Law	Governing Venue	Currency
Canada	<u>Live Auction</u> Ritchie Bros. Auctioneers (Canada) Ltd. <u>Marketplace</u> IronPlanet Canada Ltd.	9500 Glenlyon Parkway, Burnaby, BC V5J 0C6	British Columbia	New Westminster, British Columbia	CAD
United States	<u>Live Auction</u> Ritchie Bros. Auctioneers (America) Inc. <u>Marketplace</u> IronPlanet, Inc	4000 Pine Lake Road, Lincoln, NE USA 68516	Washington	King County, Washington	USD

- 2. Limitation Period.** YOU AGREE THAT ANY CLAIM YOU BRING ARISING OUT OF OR RELATED TO THIS AGREEMENT MUST BE COMMENCED WITHIN SIX MONTHS AFTER THE DISPUTE AROSE, AND IF NOT COMMENCED TIMELY SHALL BE PERMANENTLY BARRED.
- 3. Improperly Filed Legal Disputes.** Any claims by Seller that are filed or brought contrary to this Agreement shall be improperly filed and of no force and effect.
- 4. Creation of Lien.** In addition to any other rights or remedies available to RB Group, this Agreement creates a lien and charge upon the Equipment and may be registered under any applicable personal property security legislation as may be in effect from time to time and entitles RB Group to seize and retain possession of the Equipment as security for, and to sell the Equipment to recover, all sums owing hereunder.
- 5. Seller's Representations and Warranties.** The Seller represents and warrants that: (a) the Equipment is, and on the date of sale will be, owned by the Seller free and clear of any and all registered and unregistered liens, security interests, tax

or duty obligations or other encumbrances or contrary claims whatsoever ("**Encumbrances**"), except as set out in the applicable Schedule A and Schedule B of the Sales Agreement; (b) the Equipment is in good operating condition, free of material defects, except as disclosed to RB Group on the applicable Schedule; (c) the Seller is solvent and has not made, nor is it aware of, any assignment, proposal or other proceeding for the benefit of its creditors; (d) the description of the Equipment shall be accurately set forth on the applicable Schedule, and in the case of all motor vehicle Equipment, such Equipment has never been re-built, salvaged or glidered except as disclosed to RB Group; (e) all odometer and hour meters on the Equipment reflect actual mileage or usage unless otherwise disclosed to RB Group on the applicable Schedule of the Sales Agreement; (f) the offering for sale, advertising or selling of the Equipment will not contravene or infringe upon any patent, copyright, trademark, agreement or similar right of any third party; (g) the Equipment has not been modified or tampered with in any manner that would be contrary to applicable legislation or misleading to a potential buyer, including, but not limited to, tampering with emission control devices; (h) the Equipment has not been fraudulently obtained, is not stolen or counterfeit; and (i) the Seller and its signatories are duly authorized to enter into this Agreement and to complete and deliver all Schedules that are delivered to RB Group.

6. **Repayment of Deficiency.** If your net proceeds from the sale of Equipment are insufficient to discharge creditor claims, including any per diem interest and other creditor fees, and costs associated with any appraisals and documentation fees (as applicable) on the Equipment, you are fully responsible for paying the outstanding debt balance to RB Group immediately upon demand by RB Group.
7. **Transaction Fee.** You acknowledge that RB Group may charge buyers ("**Buyers**") a transaction fee based on the selling price of each lot.
8. **No Buybacks or Price Manipulation.** You shall not bid or make an offer, directly or indirectly, nor allow any other person to bid or make an offer on your behalf, by agency or otherwise, on the Equipment or any part thereof. In the event of price manipulation or a buyback, RB Group may, at its option: (a) ban you from future use of the Marketplace and/or participation at a Live Auction Event; (b) cancel any involved transaction(s); and (c) charge you a Buyback Charge set out in Section D.
9. **Additional Services.** You may request any of the services outlined in Section D in association with the sale of Equipment and you agree to pay all fees due for services completed. The cost of the services will be deducted from amounts otherwise due to Seller when available. Otherwise, service fees will be invoiced directly to Seller.
10. **Right of Set-Off.** RB Group may, in its discretion, apply any proceeds from the sale of the Equipment towards any outstanding amounts otherwise due and owing to RB Group in connection with any purchases, deficiencies or services rendered by RB Group.
11. **Specific Performance.** In addition to any other remedies that may exist, (i) for listings on the Marketplace, if you cancel a listing within two weeks prior to the listing opening time or if you fail to have the Equipment available for transportation no later than one business day following the creation of a Binding Obligation (as defined below) with the Buyer or (ii) you fail to deliver the Equipment to the Site or withdraw the Equipment from a Live Auction Event, you hereby acknowledge and agree that (a) the damages to RB Group's business reputation, brand and customers are significant and irreparable, (b) an adequate remedy at law for such breach is inadequate, and (c) RB Group may seek enforcement of this Agreement by means of specific performance or injunction, without any requirement to post a bond or other security, and you waive all rights to object to such an application.
12. **Indemnification.**
 - 12.1. **Indemnity.** You will indemnify and save RB Group, its subsidiaries and affiliates, and each of their officers, directors, shareholders, employees and agents, harmless against any and all claims, demands, suits, actions, causes of action, damages, costs or charges whatsoever arising from: (a) any breach of the representations, warranties or covenants set out in this Agreement; (b) hazardous materials associated with the Equipment or contamination resulting from any leakage, spills, or malfunction of the Equipment; (c) deficiencies in the provision of documents required for the purpose of titling or registering any part of the Equipment by any Buyer thereof; (d) encumbrances against or defects in title to, or taxes or customs duties payable in respect of, the Equipment or any part thereof; (e) payments by RB Group on account of any registered or unregistered charges, liens, or other interests claimed by creditors or any person or authority in respect of the Equipment, whether or not disclosed, in order to clear title to the Equipment; (f) any deficiency in compliance with any applicable environmental rules or regulations; (g) your improper use of the Marketplace; (h) any tax, cost or expense arising from your failure to satisfy any laws or regulations in relation to a transaction; and (i) any negligence, unlawful act, or willful misconduct by you in connection with the Agreement.
 - 12.2. **Notice of Claim.** RB Group shall promptly notify you in writing of any threatened or actual claim or demand RB Group becomes aware of and may, in its discretion, permit you to assume its defense. Upon receipt of such notice indicating a right to assume the defense, you will have ten (10) business days to confirm your intention by written notice to RB Group. If you elect to assume its defense, RB Group will reasonably cooperate with you to facilitate the settlement or defense thereof. You shall have sole control of the defense or settlement of any claim or demand, provided that RB Group, at its option and expense, may participate and appear on equal footing with you and that you obtain our written approval of any settlement of the claim or demand which will not be unreasonably withheld. If, however, RB Group chooses to defend

itself, or you fail to confirm your assumption of its defense, RB Group may defend or settle the claim or demand in any manner it deems appropriate. Where you fail to confirm your assumption of its defense or the claim or demand arises out of your breach of any representations, warranties or covenants set out in this Agreement, You agree to indemnify and save RB Group, its subsidiaries and affiliates, and each of their officers, directors, shareholders, employees and agents, harmless against any and all expenses incurred by the foregoing parties to defend the matter (including reasonable attorney and court or other tribunal fees) and any subsequent settlement into or judgment entered as a result.

13. **Risk of Loss.** The Seller shall be responsible for loss or damage to the Equipment, other than loss or damage arising as a result of the negligence of RB Group, its agents or employees, until the earliest of: (a) if the Equipment is sold through a Live Auction Event, the removal of the Equipment from the Site by the Buyer; (b) if the Equipment is sold through a Marketplace, the removal of the Equipment from Seller's location or other applicable storage location of the Equipment; or (c) regardless of the venue through which the Equipment is sold, receipt by the Seller of all proceeds from the sale of the Equipment. The Seller shall insure the Equipment, with RB Group a loss payee, to its fair market value against all perils so that in the event of damage to, or destruction of, the Equipment or any part thereof, all insurance proceeds shall be credited to the gross proceeds of the sale, regardless of the venue through which the Equipment is sold, and payment made to RB Group forthwith for all deductions permitted by this Agreement and shall, upon request, provide RB Group with a copy of the insurance certificate, or other documentation evidencing RB Group as a loss payee, to the satisfaction of RB Group.
14. **Termination, Rescission and Default.** RB Group shall have the right, in its sole discretion, to terminate this Agreement in whole or in part if (a) there are Encumbrances on or to any Equipment in addition to those that are listed in the Sales Agreement, (b) your net proceeds are insufficient to discharge creditor claims and pay RB Group's fees after title is cleared, (c) your lien holders are unwilling to release liens and/or allow Equipment to be listed for sale, (d) you are in breach of the Agreement, (e) you have provided inaccurate, fraudulent, outdated or incomplete information during the registration or listing process or thereafter, (f) you have violated applicable laws, regulations or third party rights, (g) RB Group believes in good faith that such action is reasonably necessary to protect the safety or property of other customers, RB Group personnel or third parties, or (h) termination is required for fraud prevention, risk assessment, security or investigation purposes. In the event of such termination, in addition to any other remedies available to RB Group, you shall pay RB Group (i) the Listing Fee, if applicable, and (ii) any costs incurred by RB Group. In addition to the foregoing, in the event of termination as a result of items (d), (e), (f), (g), or (h) of this Section 14, you shall pay RB Group 25% of the estimated market value of Equipment as determined by RB Group.
15. **General.** This Agreement contains the entire agreement of the parties and supersedes all previous communications, representations, understandings and agreements, either oral or written, between us. In the event of a conflict between these Terms and the Sales Agreement, the Sales Agreement shall control. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision shall be struck out and the remaining provisions shall continue in full force and effect. The failure by either party to exercise or enforce any rights or provisions of this Agreement shall not constitute a waiver of such right or provision. No partnership, joint venture, or agency relationship is intended or created by this Agreement. In the event of an assignment, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns. To the extent any novation is required for RB Group to assign this Agreement, you hereby appoint the officers of RB Group as your attorney-in-fact to execute all documents necessary to effect such novation. All provisions in this Agreement regarding representations and warranties, indemnification, disclaimers, limitations on liability, and payment obligations for fees incurred prior to the termination date shall survive any termination of this Agreement. Any delay in the performance of any duties or obligations of either party will not be considered a breach of this Agreement if such delay is caused by a labor dispute, market shortage of materials, fire, earthquake, flood or any other event beyond the control of such party, provided that such party uses reasonable efforts, under the circumstances, to resume performance as soon as reasonably practicable.
16. **Privacy.** Information provided in the Sales Agreement or under these Terms will be retained by RB Group in accordance with RB Group's Privacy Statement, provided on www.rbauktion.com.
17. **Trademarks.** In connection with the Seller's use of the Marketplace and/or Live Auction Event, RB Group may use the Seller's name, trademark, logos, service marks and other designations ("Marks") to list the Seller as a reference customer and to advertise, promote and market the Equipment. The Seller hereby grants to RB Group, and represents and warrants that the Seller has a right to grant, a non-exclusive, worldwide license to use, publicly display and perform, reproduce, and distribute the Marks, solely as permitted in this Agreement, including distributing e-mails to potential buyers that incorporate Marks.

B. TERMS AND CONDITIONS APPLICABLE TO ONLY LIVE AUCTION EVENTS – INTENTIONALLY DELETED

C. TERMS AND CONDITIONS APPLICABLE TO ONLY ONLINE MARKETPLACES

Unless otherwise noted in your Agreement, the below terms and conditions will apply to all sales of equipment through a Marketplace. All references to "Equipment" in this Section C shall refer to equipment that the Seller is listing for sale through a Marketplace.

1. RB Group's Services

- 1.1. Services of RB Group.** Under the terms of this Agreement, RB Group offers you the use of the applicable Marketplace, which functions as a platform on which you can list and advertise Equipment for sale to potential buyers. Each party is acting on its own behalf, and RB Group is not a party to the subsequent binding obligation to sell/buy the Equipment that is entered into between you and the Buyer. Nor does RB Group represent either party in the transaction that results from use of the Marketplaces. In consideration of your use of the Marketplace for the listing and advertising of Equipment for sale, fees as listed in Section D are payable by you.
- 1.2. Listing Formats.** There are five listing formats available on the Marketplace:
 - 1.2.1. Weekly Featured Auctions.** A format where you are able to list and advertise Equipment for sale to the highest bidder who meets or exceeds the opening bid.
 - 1.2.2. Buy Now.** A format where you are able to list and advertise Equipment at a Buy Now Price.
 - 1.2.3. Make Offer.** A format where you are able to list and advertise Equipment for sale to a bidder at the Asking Price or a Negotiated Price. This format may be combined with the Buy Now option.
 - 1.2.4. Marketplace Direct.** A format where you are able to self-list, advertise and manage the sale of business and surplus assets.
 - 1.2.5. Reserve.** A format where you are able to list and advertise Equipment for sale to the highest bidder in a reserved marketplace, where you set the Reserve Price. This format may be combined with the Buy Now option.
- 1.3. Exclusivity/Commitment to Sell.** The Marketplace shall be the exclusive listing site for Equipment and you shall not offer for sale or sell the Equipment in any other manner until the earlier of (a) the date such Equipment is sold via the Marketplace or (b) the date you withdraw the Equipment from the Marketplace as permitted herein. By entering into this Agreement for use of the Marketplace, you hereby extend an irrevocable offer to sell the Equipment, as applicable, (a) to a Buyer who is the highest bidder and who meets or exceeds the opening bid, the Reserve Price, or Asking Price, as applicable (b) to a Buyer who commits to purchase Equipment at the Buy Now Price; or (c) to a Buyer who commits to purchase Equipment at the Negotiated Price. If you are in breach of this Section 1.3, you will be subject to the Seller Default Fee.
- 1.4. Opening Bid and Scheduling.** For Online Auctions, RB Group will set the opening bid for the Equipment and schedule the listing opening times. For Buy Now and Make Offer listings, RB Group will schedule the listing opening times and set the opening bid, if applicable; you will have the option of setting a buy now price ("**Buy Now Price**") or an asking Price ("**Asking Price**"), not to exceed 120% of estimated market value as determined by RB Group. You may lower the Asking Price during a listing period, but you may not add an Asking Price after the opening time. If you have selected to list the Equipment by Reserve, you will have the option of setting a reserve price, not to exceed 120% of estimated market value as determined by RB Group ("**Reserve Price**"). RB Group will determine the period of time that the Reserve listing is published to the website and is available for Buyers to submit bids (the "**Reserve Period**"). If, at the end of the Reserve Period, the Reserve Price has been met, the highest bid received from a Buyer will be automatically accepted. If the Reserve Price is not met during the Reserve Period, RB Group may elect to re-list the Equipment. All Buy Now and Make Offer listings will be scheduled to run for up to 90 consecutive days, at the discretion of RB Group. The listing period may be extended at RB Group's sole discretion. In the event the Equipment remains unsold, whether on a Buy Now, Make Offer or Reserve listing, after 90 days, (a) the Equipment must be re-inspected and will incur a Re-Inspection Fee and you agree to reduce the Asking Price or Reserve Price, as applicable, by 20% to continue the listing; or (b) you may elect, without penalty, to remove the listing.
- 1.5. Additional Options.** For Make Offer listings and Reserve listings where the Reserve Price is not met, you have the option to (a) accept bids lower than the Asking Price or Reserve Price, as applicable; (b) counter bids lower than the Asking Price or Reserve Price, as applicable, with a higher offer ("**Counter Offer**"); or (c) reject bids lower than the Asking Price or Reserve Price, as applicable, at any time during a listing. Counter Offers are valid for up to two business days. However, only one Counter Offer can be valid at any time; the last Counter Offer you issue supersedes and invalidates any previous Counter Offers. Upon acceptance of the Counter Offer by the Buyer, the listing is closed and you are legally bound to complete the transaction.
- 1.6. Conclusion of Purchase; Bill of Sale.** After the winning bid for a piece of Equipment has been established by RB Group or the Buyer has committed to purchase the Equipment at the Buy Now Price or the Asking Price, the bid or purchase commitment of Buyer will be automatically accepted by you and a binding obligation to purchase and sell between you and Buyer is automatically created ("**Binding Obligation**"). All applicable terms and conditions of this Agreement shall apply to the Binding Obligation. Further, for Make Offer listings, you may accept or counter an offer below the Asking Price. In the event that you accept an offer or the Buyer accepts your Counter Offer (the "**Negotiated Price**"), a Binding Obligation is created and all terms herein shall apply. Buyer and Seller will be notified of such Binding Obligation by an email or other notification that is generated automatically by the Marketplace. Subject to RB Group's receipt of payment for the Equipment, you, at your own expense, shall deliver a bill of sale, if applicable, and such other documentation as

may be reasonably necessary to transfer title to the Equipment to Buyer. Unless otherwise agreed, the Equipment listing will only show your RB Group "Seller ID", but not your formal identity, business name and/or address details. This information will only be provided to Buyer at the time a Binding Obligation is reached.

- 1.7. **No Guarantee on Proceeds.** There is no guarantee as to the gross proceeds that may be realized from a listing on the Marketplace.
- 1.8. **Equipment Availability.** Subject to RB Group's receipt of full payment and Buyer's completion of any additional, required documents, you and the Buyer will be notified that the Equipment is available for pick-up via an email that is generated automatically by the Marketplace ("**Item Release**"). You agree to have the Equipment available for transportation, complete with ignition key, if applicable, to the Buyer no later than one business day after a Binding Obligation is created. If the Equipment is not available, you will be subject to pay a Post-Closing Delay Fee. Further, if you fail for any reason to release the Equipment to the Buyer after a Binding Obligation is created, you will be subject to a Seller Default Fee in addition to any other rights or remedies that RB Group or Buyer may have.
2. **Equipment Listings.** You may not list goods that are illegal to use or possess under any applicable law, rule or regulation. RB Group reserves the right, in its sole discretion, to (a) refuse to list any piece of Equipment at any time; (b) withdraw any Equipment listing from the Marketplace; (c) review and verify a listing's information and description; or (d) cancel any transaction that it deems to be suspicious or fraudulent and report it to applicable authorities. The information you provide during the Equipment listing process, combined with the Inspection Report, constitute the listing details for the Equipment (the "**Listing Details**"). You agree to fully, completely and accurately disclose to RB Group all information relating to the Equipment of which you are aware. Any information (including brand name or other indication of origin or manufacture) that you provide related to the Equipment must be complete and accurate, and you shall be responsible for any inaccuracies, errors or omissions. Equipment listings on the Marketplace may not include links to or a description of other items that you may have for sale outside of the Marketplace.
3. **Inspections; Restrictions on Use**
 - 3.1. **Equipment Inspections.** For all requested inspections, you agree to permit RB Group and/or its authorized representatives to test and inspect each piece of Equipment at a time and place specified in the Sales Agreement or as otherwise mutually agreed. RB Group shall produce an inspection report ("**Inspection Report**") for each piece of Equipment inspected by RB Group. RB Group inspections are solely for the purpose of reporting on the visible condition of the Equipment's major systems and attachments. RB Group inspections are NOT intended to detect latent or hidden defects or conditions that could only be found in connection with the physical dismantling of the Equipment or the use of diagnostic equipment or techniques. Your failure to properly maintain the Equipment from the date of inspection until its removal from your location by Buyer will void the inspection. If you alter or perform repairs or other maintenance to the Equipment after the inspection, another inspection will be required, and you will be subject to a Re-inspection Fee.
 - 3.2. **Ownership of Inspection Report.** The Inspection Report is the sole and exclusive property of RB Group. Except as expressly stated, nothing in this Agreement shall be deemed to grant to any other party, by implication, estoppel or otherwise, license rights, ownership rights or any other intellectual property rights in the Inspection Report. You cannot use the Inspection Report for any other purpose without the prior written approval from RB Group.
 - 3.3. **Restrictions on Use of Equipment.** From the time you provide listing details to RB Group or an inspection is performed by RB Group until the Equipment is removed from its location by or on behalf of Buyer following creation of a Binding Obligation, you may not operate, lease, rent, modify or alter the Equipment. In addition to any other rights and remedies that RB Group may have, a breach of this provision prior to the creation of a Binding Obligation for the Equipment may result in either of the following: (a) RB Group may remove the Equipment from the Marketplace and charge you a Removal Charge; or (b) RB Group may continue with the listing in which case if the Equipment was inspected previously by RB Group, you must have the Equipment re-inspected and pay RB Group a Re-Inspection Fee. If the Equipment was not inspected, you must supply updated Listing Details to RB Group and pay RB Group an additional Listing Fee. In the event of a breach of this provision is determined by RB Group in its reasonable discretion and the Equipment has been sold through the Marketplace, the transaction is subject to cancellation and you will be charged a Seller Default Fee in addition to reimbursement of transportation and other costs incurred by Buyer.
4. **Disclosure and Payment of Liens.** You are responsible for making full disclosure to potential buyers of all Encumbrances and third-party interests that may exist on or pertain to your Equipment. You will at your own cost and expense warrant and defend title to the Equipment on behalf of the Buyer, its successors and assigns, against the claims and demands of all persons. If required, you shall be responsible for the payment of any independent equipment appraisals and documentation fees required to release such liens. You acknowledge and agree, and hereby authorize, that RB Group may, in its discretion, discharge creditor claims or pay for such appraisals and documentation fees and deduct the amount from the proceeds due to you.
5. **Payment**
 - 5.1. **Payment of Proceeds.** Once a Binding Obligation is created between you and Buyer, RB Group will generate a third-party invoice that is issued to Buyer on your behalf. Where VAT is applicable, once a Binding Obligation is created between you and Buyer, then upon instruction of RB Group, you shall either: (a) raise a VAT compliant invoice directed to RB Group in

which case Seller is making a deemed supply of goods to RB Group for VAT purposes; or (b) raise a VAT compliant invoice directed to the Buyer which invoice shall be made available to RB Group prior to delivery to the Buyer. Buyer is responsible for paying you the purchase price for the Equipment upon creation of a Binding Obligation, and you hereby instruct RB Group to facilitate receipt of the purchase price. Further, you hereby grant RB Group the right, in its own name, to enforce your right to payment. You agree that no monies shall be payable to you until paid by the Buyer. Once received by RB Group, any monies due to you, net of any commissions and fees due RB Group as detailed in this Agreement, shall be disbursed within 21 days after creation of a Binding Obligation and, where applicable, receipt of a VAT compliant invoice. You hereby consent to RB Group's right to offset any other commissions and fees specified in this Agreement or that result from additional services requested by you, with any remainder to be paid within 21 days following receipt of an invoice. You acknowledge that Buyers may fail to perform or pay on a timely basis and that RB Group shall not have any liability to you for any act or omission of Buyers.

- 5.2. **Taxes.** You shall be responsible for the payment of any tax or duty that is your responsibility as a seller of the Equipment. RB Group shall collect and remit state and local sales tax arising upon the sale of the Equipment on the Marketplace. All commissions, fees and other amounts payable to RB Group arising pursuant to this Agreement are deemed to be exclusive of any VAT (if applicable). Where prompted on becoming a user of the Marketplace, you are required to enter your VAT registration number, and you shall immediately notify RB Group if that number ceases to be valid for any reason. You shall indemnify RB Group and its affiliates, officers, directors, agents and employees against any tax, cost or expense relating to your and/or Buyer's failure to satisfy any VAT chargeable in relation to a Binding Obligation. For the purposes of these Terms, "VAT" means value added tax as provided for in the EU VAT Directive 2006/112/EEC, the Federal Decree-Law No. 8 of 2017 for UAE or similar tax in countries outside the EU or the UAE respectively.
- 5.3. **Title Transfer Fees; Lien Search Fees.** For each unit of Equipment, unless otherwise specified, you will pay lien search fees, document administration fees and any other fee applicable as set out in RB Group's standard Fee Schedule detailed in Section D. Document administration fees will cover fees associated with title or registration documents.
6. **Your Options After Buyer Default.** If the Buyer fails to pay in accordance with the Binding Obligation, the Buyer is considered to be in default. In the event of a Buyer default, you may at your own risk and account rescind the offer to sell to the Buyer after which you may elect any one of the following options:
 - 6.1. **Offer Equipment to Second Highest Bidder.** If there was more than one bidder for the defaulted Equipment, you may elect to offer the Equipment to the second highest bidder. If the second highest bidder accepts, a Binding Obligation for the Equipment will be concluded by the Marketplace, and you will receive proceeds based on that second bidder's highest bid, less any applicable commissions and fees payable to RB Group;
 - 6.2. **Re-list the Equipment.** Unless you elect to withdraw the Equipment pursuant to Section C.6.3 below, RB Group will automatically relist the Equipment in a subsequent online listing within 30 days of the Buyer default. In such case, you will not be charged any additional Listing Fee for such re-listing (unless determined pursuant to Section C.1.4 above) and these Terms continue to apply; or
 - 6.3. **Withdraw the Equipment.** You may elect, without penalty, to withdraw the Equipment from listing on the Marketplace.
7. **Legal Disputes**
- 7.1. **DISCLAIMER; LIMITATION OF LIABILITY.** TO THE FULLEST EXTENT PERMITTED BY LAW, THE MARKETPLACE PROVIDED BY OR THROUGH RB GROUP IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL RB GROUP BE LIABLE FOR ANY SPECIAL, INDIRECT, PUNITIVE, COVER, INCIDENTAL OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, WHETHER IN CONTRACT OR TORT OR UNDER ANY OTHER THEORY OF LIABILITY, INCLUDING LOSS OF REVENUE, PROFITS, OR BUSINESS, ANY LOSS OF GOODWILL OR REPUTATION, OR THE COSTS OF SUBSTITUTE GOODS OR SERVICES, EVEN IF RB GROUP OR AN AUTHORIZED REPRESENTATIVE THEREOF HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 7.2. **English Controlling Language.** All performance under this Agreement and the resolution of disputes shall be conducted in the English language. If a translation of this Agreement into any other language is required by law, the English version will prevail to the extent that there is any conflict or discrepancy between the English version and any translation. If this Agreement is provided to you in a language other than English, RB Group does so solely for your convenience.
8. **Storage at RB Group Yard for a Marketplace transaction**
- 8.1. The provisions in this section 8 apply to Equipment listed on a Marketplace and stored at a RB Group site (each, a "Facility").
- 8.2. The Seller and RB Group agree that the storage of Equipment does not represent a consignment agreement or other arrangement under which RB Group agrees to offer the Equipment for sale on behalf of the Seller.
- 8.3. The Seller shall be responsible for the delivery and safe transportation of the Equipment to the Facility by a reputable transportation company.

- 8.4. RB Group agrees to provide storage provided that the Equipment is free of all contents and substances other than normal operating fluids and lubricants. RB Group reserves the right to refuse storage of any Equipment containing any hazardous substances or visibly leaking contaminants.
- 8.5. If the Equipment is stored at a Facility while listed on a Marketplace, the Seller shall be responsible for loss or damage to the Equipment, other than that arising from the negligence or misconduct of RB Group, its agents or employees, during the period the Equipment is being stored at the Facility. In the event RB Group removes the Equipment pursuant to Section C. 9 of this Agreement, RB Group will not be responsible in any manner whatsoever for loss or damage to the Equipment after its removal. The Seller shall insure the Equipment to its fair market value against all perils, with RB Group as an additional insured and loss payee to the extent of any outstanding amount due and owing under this Agreement.
- 8.6. The Seller shall defend, indemnify and save harmless RB Group from any and all liabilities, damages, costs (including reasonable attorney's fees), claims, suits or actions arising out of any contravention of applicable laws (including, but not limited to, environmental laws), property damage or injury to a person or persons, including death resulting at any time therefrom, arising out of: (a) the attendance of the Seller's employees, agents, subcontractors or potential buyers at the Facility; (b) the inspection or use of any Equipment by the Seller's employees, agents, or subcontractors; (c) the spill or release, unintentional or otherwise, of any toxic, dangerous or hazardous chemicals, materials, substances, pollutants or wastes, or any other form of environmental contaminants; and (d) failure to comply with environmental laws, regulations, bylaws, standards, policies, or other requirements relating to pollution or protection of human health and safety and the environment.
- 8.7. Storage fees shall be waived for the term of the Agreement.
- 8.8. For greater clarity, if Equipment is stored at the Facility while listed on a Marketplace, the Seller shall contract with the applicable Live Auction contracting entity listed in Section A. 1 of these Terms for the storage component and contract with the applicable Marketplace contracting entity listed in Section A. 1. of these Terms for the Marketplace listing.
9. In the event that any Equipment remains in the Facility for a period greater than the term of the Agreement, RB Group shall be entitled to demand in writing that the Seller remove such Equipment from the Facility within 15 days after the Seller receives such written demand. If the Seller has not removed the Equipment prior to the expiry of such 15-day notice period, RB Group may, in addition to any other rights available to it at law or equity, take such actions as it deems necessary to remove the Equipment from the Facility and will notify the Seller of the Equipment's relocation. The Seller will, in addition to other amounts due and owing under this Agreement, be responsible for any amounts owing to a third party in respect of the relocation and storage of the Equipment and reimburse RB Group for all costs incurred in connection with RB Group's removal of the Equipment. Such costs will be payable in full 15 days from the receipt of invoice.
10. **Jurisdiction Specific Clauses.** The following jurisdiction-specific additional terms and conditions will apply for Sellers listing assets on the Marketplace(s) in the country noted:

North America Canada 1. The Seller represents and warrants that the Seller it is not and will not be at the date of the creation of a Binding Obligation a non-resident of Canada within the meaning and intent of Section 116 of the <i>Income Tax Act</i> (Canada). Mexico 1. In its character as commission agent, RB Group may receive from you, as well as from potential buyers, any amounts in deposit to guarantee participation on the Marketplace, as well as any other amounts that derive, require or may be delivered to RB Group by you and potential buyers, without such amounts understood as income for RB Group. RB Group will receive such amounts and will apply them according to the Agreement or according to the specific instructions from you and potential buyers. 2. RB Group will issue to you, within 21 days after the creation of a Binding Obligation, a Factura in respect of the gross commission charged to you, plus applicable IVA. 3. You represent and warrant that all items of the Equipment that had at any time entered into the Mexican Republic were duly imported in accordance with all applicable Mexican laws such that all Mexican taxes and duties with respect to the Equipment have been fully paid, and any items of Equipment to be exported from the Mexican Republic by the Buyer will not be subject to any tax or duties upon such exportation. 4. In addition to delivering documents pursuant to Section B. Error! Reference source not found., the Seller will also deliver to RB Group copies of all original import documents regarding the importation into the Mexican Republic of any items of Equipment indicating their date and place of entry and the document number on the Pedimento. 5. You will also grant RB Group a separate power of attorney that complies with Mexican law and authorizes RB Group to execute on your behalf all documents required to transfer title to, and permit registration or ownership of, any part of the Equipment by the Buyer, if requested by RB Group. 6. You will issue to RB Group within 15 days after the creation of a Binding Obligation and prior to payment of net proceeds from the sale of the Equipment, one invoice for the remaining lots on which IVA has been collected, noting the following: (a) RB Group's name and address; (b) complete description of the items of Equipment, including serial numbers if applicable, and; (c) purchase prices of
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the Equipment on the Marketplace. You will ensure that the invoice meets all requirements and specifications set forth in applicable Mexican tax law, and to RB Group's satisfaction.

7. In addition to any other indemnity provided herein, you shall defend, indemnify and save RB Group, its subsidiaries and affiliates, and each of their officers, directors, shareholders, employees and agents, harmless against any and all claims, demands, suits, actions, causes of action, damages, costs or charges whatsoever arising from your failure to comply with the applicable commercial and civil provisions of the laws of the Mexican Republic including, but not limited to, the purchase and sale of goods.

D. GENERAL FEES FOR EQUIPMENT

TERM	DESCRIPTION
Lien Search Fee	Canada, the United States of America: 70.00 per piece of Equipment Mexico: 25.00 per seller Australia, New Zealand: 100.00 per seller, plus 25.00 per piece of Equipment The United Kingdom, Republic of Ireland: 65.00 per Seller France: 30.00 per VAT number search Unless otherwise stated in the Sales Agreement, for all other regions no Lien Search Fee will apply.
Title Transfer Fee Document Administration Fee for Schedule B Equipment	75.00, except in Australia or New Zealand, in either case the fees noted above shall apply
Removal Charge for Schedule B Equipment	Listing Fee plus 25% of the greatest of (a) the estimated market value as determined by RB Group; (b) the opening bid or buy now price (as set by RB Group); (c) the Asking Price; or (d) the highest bid submitted on the Equipment to the Marketplace. Except, in the event that the Asking Price was met, the commission fee of the final selling price as if the Equipment were sold shall be due.
Re-inspection Fee for Schedule B Equipment	295.00 RB Group reserves the right to determine the exact amount of the Re-Inspection Fee for any Equipment requiring re-inspection in its sole discretion on a case-by-case basis.
Buyback Charge	25% of the Equipment's closing price for any involved transaction(s).
Post-Closing Delay Charge for Schedule B Equipment	Charges include, but are not limited to, transportation cancellation or re-scheduling fees, transportation delay fees, hourly or daily average rental cost of equivalent replacement equipment for the Buyer, including loading, unloading and transportation costs. RB Group may assess the Post-Closing Delay Charge at its discretion.
Seller Default Fee	25% of the winning closing price, plus the Listing Fee and any costs incurred by Buyer and validated by RB Group. If a winning closing price is not available, it will be 25% of the estimated fair market value of the Equipment, as determined by RB Group.
Logistics Fee-Repair Estimate	Minimum 75.00
Transport Fee	Transport Cost + 10%
Refurbishment/Make-Ready Fee	Cost + 10%
Duplicate Title Service	200.00 + gov. fees
Manufacturer's Statement of Origin (MSO) & Titling Document Service (applicable in the USA only)	200.00 + gov. & man. fees
VIN Tag / Manufacturer's Label Service	300.00 + man. fees
Title Transfer Service	200.00 + gov. fees
Corrected Title Service	200.00 + gov. fees