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| CODE 5 |
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AUCTION SALES AGREEMENT

This Auction Sales Agreement ("Agreement") is entered by J.M. WOOD AUCTION CO., INC., hereinafter referred to as Auctioneer, and

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|----------------------------------|---------------|--------------------|--|
| NAME ALTAMAHA EQUIPMENT CO | | ADDRESS PO BOX 470 | |
| CITY JESUP | STATE Alabama | ZIP 31598-0470 | |
| CONTACT NAME EDDIE PERKINS | | CONTACT PHONE | |
| EMAIL scott@liveauctiongroup.com | | | |

hereinafter referred to as Seller. Seller accepts the following terms and conditions:

1. Seller hereby employs Auctioneer to sell items listed below at public auction to the highest or last bidder on:

| | | | |
|----------------|--------|-----------|------------|
| MONTH December | DAY 04 | YEAR 2019 | TIME 08:00 |
|----------------|--------|-----------|------------|

Items are to be sold in Sellers own name. Auctioneer has right to use Sellers name on printed material connected with advertising.

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|-----------------|---------------|
| CITY Montgomery | STATE Alabama |
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2. Auctioneer has no interest or ownership in this equipment and acts only as Sellers agent in the capacity of auctioneer only. Seller guarantees that he is the sole owner of items being sold and states that items are free of all mortgages, liens, and encumbrances. Seller agrees to disclose all liens, mortgages, taxes, encumbrances or claims of any sort and states he is not connected to claim by Bankruptcy Court or IRS. In the event such claim should exist Seller agrees to pay all legal expense incurred by Auctioneer to protect and defend clear title. Seller hereby authorizes Auctioneer at the absolute discretion of Auctioneer to carry out title searches of the Equipment at the expense of Seller, but in no case, shall Auctioneer have a duty to conduct, nor be responsible for the results of any such title search.
3. Seller guarantees that no taxes of any kind are due on the items being sold. This includes but is not limited to the following taxes: property, **ad valorem**, personal property, sales, use or Federal Retail Excise Taxes.
4. Seller is responsible that all emissions, including but not limited to, Diesel Particulate Filters, EGR valves, EGR coolers, must function properly and pass industry test and inspection. When equipped, all 2008 and newer trucks must have a fully functional particulate filter capable of regeneration at normal factory internals. If item being sold does not meet all the emission requirements, Seller must notify J. M. Wood Auction Co., Inc. prior to advertising and / or auction sale date. If full disclosure is not provided, seller will be responsible for all associated expenses, including but not limited to any and all legal fees.
5. Force Majeure: Seller agrees that Auctioneer shall not be liable for delays or failure in performance resulting from acts beyond Auctioneer's control, including for example: acts of God, work stoppage, riots, acts of war, disruption of means of communication, computer virus, power failure, natural disasters, or pandemic, epidemic or endemic disease.
6. Seller agrees to deliver bills of sale, tag receipts and current transferable titles or necessary documents to Auctioneer seven (7) days prior to auction. Seller must notify Auctioneer before auction begins of any said title that is known to be a Salvage or Rebuilt title. Seller agrees that in the event of a dispute concerning a title the seller is responsible for any monetary settlement or cash reimbursement as well as any resulting civil or legal actions taken because of said title. Seller understands Auctioneer will not make payment until such document(s) have been delivered to Auctioneer.
7. In event of encumbrances, payment will be made jointly to Seller and Lien Holder. In the event proceeds do not exceed encumbrance, Seller is responsible for balance remaining to lien holder to ensure clear title.
8. In event Seller sells or removes items listed prior to sale time Auctioneer is due their full commission. In the event items listed are sold by seller to an Auctioneer Registered Buyer within 21 days after sale date, the Auctioneer is due their full commission.
9. Seller agrees above items will sell to the last bidder. Online bidding is Strictly Prohibited by seller to protect his own equipment.
10. Seller agrees that all risk of loss or damage to the listed property shall remain with Seller until such time as Auctioneer says sold to Buyer. Seller shall maintain insurance against such loss or damage. Auctioneer shall not be responsible for any damages to or loss of property.
11. Seller agrees to hold harmless, defend, and indemnify Auctioneer and its agents, directors, officers, employees, representatives, successors, affiliates, subsidiaries, etc. from and against any and all liabilities, all State and local sales and use taxes due on the sale of the listed items (including any related interest or penalties), losses, claims, demands, liens, penalties, fines, expenses (including attorneys' fees and costs), causes of action and possible causes of action of every nature, as a result of or in any way arising from, relating to, or connected with this Agreement and/or Auctioneer's performance of this Agreement.

- 12. This Agreement contains the entire agreement of the parties with respect to the subject matter of this Agreement, and supersedes all prior negotiations, agreements and understandings with respect thereto. This Agreement may only be amended by written document duly executed by all parties. Seller and Auctioneer agree that this Agreement shall be governed by and interpreted under the laws of the State of Alabama. Seller and Auctioneer agree, consent and submit to the jurisdiction of the Circuit Court, District Court or Federal Court, as applicable, located in Montgomery County, Alabama, and consent to and agree that Montgomery County, Alabama is the appropriate venue, for any dispute arising from, relating to, or connected with this Agreement and/or Auctioneer's performance of this Agreement.
- 13. Auctioneer guarantees to pay Seller with an Auctioneer check within 17 business days after sale date. It is understood by Seller that Auctioneer acts as his agent and in event the Auctioneer cannot collect from successful bidder negotiable funds, then said items will be returned to Seller in its present condition.
- 14. All items must be removed from auction site within fourteen (14) days of close of auction; otherwise, they will be subject to storage fee of \$25.00 per day per item. If for any reason an item is not removed from our yard before the next scheduled auction it will automatically be placed in this auction and sold regardless of price.
- 15. All items consigned by Seller are subject to a minimum handling fee of \$35.00 per item. This includes miscellaneous items. No Exceptions.
- 16. This Agreement specifically applies to all equipment listed below and to any other equipment placed in this auction by seller. Failure to list, disclose and identify any lien or encumbrance on any item of equipment amounts to a warranty by the seller to Auctioneer and to any buyer of said equipment that it is free and clear of all liens, encumbrances, and claims. Seller is responsible for disclosing any hour meter or odometer discrepancies.

See Exhibit "A" attached hereto and made a part thereof.

*** ADDITIONS WILL CARRY SAME TERMS ***

TERMS AND AMENDMENTS:

Seller agrees to pay auctioneer a **commission rate** of: **0.00-100.00, 7.00%, 100.00-Infinity, 7.00%**
 Auctioneer is in no way responsible for the sale price of any equipment consigned by seller. The seller is responsible at their own discretion for repurchasing their equipment at a commission of per item.

PLEASE NOTE, EQUIPMENT MUST BE ON OUR YARD NO LATER THAN SEVEN BUSINESS DAYS PRIOR TO AUCTION.

| | |
|-------------|-------------------------|
| DATE | SELLERS PRINTED NAME |
| AUCTION REP | SELLERS LEGAL SIGNATURE |



EXHIBIT "A"

Auction Date: Dec 04, 2019

CONSIGNOR

CODE: 5
 NAME: ALTAMAHA EQUIPMENT CO
 ADDRESS: PO BOX 470, JESUP, Baldwin County, Alabama, 31598-0470, United States

| LOT | DESCRIPTION | LIEN HOLDER |
|------|--|-------------|
| 8788 | 2020 BOBCAT addd SN sn123~ I am a description | |
| | 2018 NEW HOLLAND modelgreen ~ I am a description | |
| 20 | 2016 UTILITY ~ asdf | |
| 8790 | asd | |
| 8791 | sdf | |
| 8792 | 2013 P&H MODEL WS ASD ~ Desc213 | |
| | New Item | |
| 7 | vb | |
| | asd | |
| | 1996 STERLING 123 | |
| | sdf | |
| | asdf | |
| | Aggregate Miscellaneous | |
| | 6 | |
| | Aggregate Miscellaneous | |
| | Aggregate Feeder | |
| | Aggregate Cone Crusher | |
| | Aggregate Impact Crusher | |
| | Aggregate Conveyor | |
| | Aggregate Conveyor11111111111111111111 | |
| | asdf | |
| | 2017 INGERSOLL RAND , Scott testing the note on the bottom of the haul ticket. Red roses are nice and pretty, like Jonagh. | |