

Online Auction Listing & Marketing Agreement

This Auction Listing Agreement ("Agreement") is by and between the Seller (including but not limited to its directors, officers, employees, agents, members, parents, successors, heirs, designees, predecessors, affiliates and related companies), identified below, and Big Iron Auction Company ("BigIron"). BigIron and the Seller may be referred to collectively herein as ("the Parties"). The Seller authorizes BigIron to sell Seller's Equipment on the following online auction ("Auction")

Seller Legal Name Section**Preferred Auction Date:** Mar 16, 2022 - Equipment Auction**Name (if Company / Entity)¹:** East Central Energy

Seller Representative Name (if Company / Entity): Holly Giffrow-Bos Title: Fleet Supervisor

OR

Name (if Individual) First:**Middle Initial:****Last:**To Verify identity of the Individual seller, the following form of identification was used (circle one):

Driver's License Passport Government Issued ID Other

Co-Owner (if Applicable) First:**Middle Initial:****Last:**To Verify identity of the Co-Owner, the following form of identification was used (circle one):

Driver's License Passport Government Issued ID Other

Name to appear on public website: East Central Energy**Seller Information:****Physical Address:** 811 Cr 4**City:** Braham**State:** MN**Zip Code:** 55006-4707**County:** Isanti**Primary phone:** 763-689-8098**Home phone:****Cell phone:** 320-282-4175**Fax:****Email:** holly.giffrowbos@ecemn.com**Bidder #:****Contact Name:** Holly Giffrow-Bos**Contact Phone:** 763-689-8098**Seller Payee Information:****This information is mandatory. Payee information can only be changed after agreement has been signed by the BigIron Finance Department.****Name to appear on settlement check²:** East Central Energy**Mailing address:** 811 Cty Rd 4**City:** Braham**State:** MN**Zip:** 55006

¹Seller's name must be as it appears on all documentation of ownership. In the event that Seller is selling Equipment on a third-party owner's behalf, legal documentation authorizing Seller to do so on behalf of the owner(s) must be provided to BigIron. If Seller uses a registered or unregistered trade name, please provide both Seller's legal name and trade name. In the event that there are one or more additional Sellers or other parties which hold an interest in the Equipment, their name(s) must appear as a co-owner on the agreement.

²See Section 11 of BigIron Terms and Conditions regarding indemnification for failing to disclose security interests in Equipment and secured parties.

BigIron Terms and Conditions

The following Terms and Conditions apply to any online auction Listing Agreement ("Agreement") between you, the Seller (as defined in the Listing Agreement, and referred to herein as "you" and "your"), and Big Iron Auction Company ("BigIron").

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY.

1. **Services.** You authorize BigIron to sell the equipment, machinery, tools, vehicles, and other items (the "Equipment") as described in Schedule A of the Listing Agreement, on the BigIron Online Unreserved Timed Equipment Auction (the "Auction") during the Listing Period (defined below). In consideration for your use of the Auction for the listing and advertising of Equipment for sale, the fees, and commissions pursuant to Section 19, will be deducted from auction proceeds. BigIron does not guarantee that the Equipment will sell or that you will receive the purchase price from a buyer bidding for the Equipment.
2. **Listing Period.** You authorize BigIron to list and advertise the Equipment to potential buyers on the Auction, for the duration of the listing period. The "Listing Period" shall be from the date of execution of the Agreement until the Buyer takes delivery of the Equipment from your location.
3. **Exclusive Listing.** The Equipment will be listed for sale exclusively and solely with BigIron. You agree that once the Agreement is signed, you shall not withdraw the Equipment or sell the Equipment in any other manner and that you will withdraw the Equipment from any other selling services at your sole cost and expense.
4. **Commitment to Sell, Unreserved Auction Terms.** You understand that all auctions of Equipment are absolute auctions, with no minimums, no reserves, no one bidding for you, and no buybacks. You acknowledge that you are extending an irrevocable offer to sell the Equipment to the highest bidder at the end of the Auction. You are required to make the Equipment available to the Buyer of the Equipment in accordance with the terms and conditions of the Agreement. You acknowledge that BigIron shall have no obligation or duty to withdraw the Equipment or any part thereof from the Auction or to cancel the sale.
5. **Shill Bidding.** You will not use an alias or collude with others to make an offer directly or indirectly, or place bids on your Equipment. Others include, but are not limited to your employees, family members, friends or acquaintances, entities in your direct or indirect control, or the employees or agents thereof. You understand it is only upon these terms that BigIron will agree to list the Equipment and further understand and agree that these restrictions are necessary to protect the integrity of the "unreserved auction" or "absolute auction" process and the reputation of BigIron when it conducts the same. In the event of price manipulation, shill bidding, or a buyback, as determined in BigIron's absolute and sole discretion, BigIron may, at its option, apply liquidated damages defined in paragraph 21, and/or ban you from future use of the Auction.
6. **Auction Advertising.** The Auction will be exclusively promoted, advertised, and marketed by BigIron, through one or more of the following: internet, Newspaper, Radio, Trade Shows, Bulk Mailing/Emailing, and Major Trade Publications. BigIron shall have the authority to determine the method and extent of such marketing and advertising, at its sole discretion. You may purchase additional targeted marketing to draw attention to your items from BigIron. See attached Marketing Agreement for selections.
7. **Listing Content.** You may not list Equipment that is illegal to use or possess under any applicable law, rule, or regulation. Equipment must remain at the location disclosed in the Listing Agreement, unless otherwise agreed to by the Parties in writing. BigIron reserves the right, in its sole discretion to (i) refuse to list any piece of Equipment for any reason, (ii) withdraw any Equipment from the Auction, (iii) review and verify any Equipment's information and description, (iv) amend any Listing at any time, and (v) cancel any transaction that BigIron deems to be suspicious or fraudulent and report it to applicable authorities. You waive any and all claims you may have against BigIron as a result of BigIron's actions pursuant to this Section.
8. **Preparation of Equipment.**
 - a) In getting the Equipment presentable for listing and for inspection by potential buyers, BigIron recommends you do the following:
 - Wash the Equipment, clean the engine compartment & operator's station, remove mud, dirt, grease, and all hazardous materials.
 - Have all attachments and accessories being sold with the Equipment at the same location, ready for inspection.
 - Have the Equipment keys available. Machines shall be in operable condition and must crank, start, and operate, unless advertised and disclosed in the Listing that the machine is not operational.
 - Ensure the Equipment has adequate fuel, with a minimum of twenty (20) gallons, as applicable.
 - If available, provide a copy of maintenance records and details or invoices of major repairs performed on the Equipment.
 - b) In getting the Equipment presentable for listing and for inspection by potential buyers, you may do the following optional items:
 - Perform all necessary maintenance and repairs on the Equipment, fix leaks, and replace broken windows, broken or worn parts on the Equipment.
 - Paint, if necessary, and apply new decals to the Equipment.
9. **Descriptions.** You are solely responsible for the content of all descriptions of the Equipment that will be posted on the Auction, BigIron sale brochures, website or any other printed or electronically available material. You agree to completely and accurately disclose all information relating to the Equipment (including brand name, or other indications of origin or manufacture) that you are aware of and that BigIron deems necessary to complete the Listing. It shall be your responsibility to verify that the Equipment's description, year of manufacture, Serial or VIN is correct and to review and proofread any text descriptions, maintenance records, graphics or pictures that depict or describe the Equipment, to ensure the Equipment has been categorized and described accurately. You shall be solely responsible for any inaccuracies, errors, or omissions. BigIron takes no responsibility for mis-listing or mis-categorizing the Equipment. All of your answers to questions from BigIron shall be truthful, accurate and complete, and shall accurately

represent the condition of the Equipment until removed from your location by the Buyer of the Equipment. If at any time prior to or during the Listing Period the Equipment is altered or modified in any way which might affect the accuracy of the description or Listing, you shall contact BigIron immediately.

10. Search Results. BigIron cannot guarantee that your Listing will appear in any specific order in search results on the Auction

11. Representations and Warranties.

- a) **Seller:** As a Seller, you represent and warrant that: (i) the Equipment is in a safe condition, free of hazardous materials and in compliance with applicable US EPA and OSHA requirements; Seller hereby represents and warrants that all information provided regarding the Equipment: (ii) is true and accurate; (iii) is not fraudulent, stolen or counterfeit; (iv) does not infringe on any third party's copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy; (v) does not violate any applicable law, statute, ordinance or regulation.
- b) **Information:** You agree to allow BigIron to use your name and phone number, as set forth in the Listing Agreement, in all advertising by BigIron, related to the Equipment. You, and your contact, if applicable, agree to accurately and to the best of your knowledge, answer questions from potential buyers regarding the Equipment's repair history and condition.
- c) **Restrictions on Use:** During the Listing Period (Section 2), and unless noted otherwise in the Listing and Listing Agreement, you shall not operate, use, lease, rent, modify, damage, or alter the Equipment in any way. It is understood that a reasonable & limited number of additional usage hours may be incurred by potential buyers as they inspect the Equipment.
- d) **Insurance:** You agree to maintain insurance on and store the Equipment listed on Schedule A of the Listing Agreement through the end of the sale and until the Buyer takes delivery of the Equipment from your location.
- e) **BigIron:** Unless otherwise expressly set forth herein, BigIron's sole duty shall be to use commercially reasonable efforts to affect a sale of the Equipment during term of the Agreement, with the understanding that BigIron makes no warranty or guarantee in connection with whether or not the Equipment will be sold hereunder.
- f) **To the fullest extent permitted by law, BigIron does not warrant that the functions contained on the BigIron website, including the auction, or any materials or content contained therein will be uninterrupted or error free.**

12. Titles. Before any Equipment subject to a certificate of title will be listed on the Auction, you agree to deliver to BigIron the endorsed and transferrable Department of Motor Vehicle Title, Manufacture's Certificate of Origin and any other documents required to transfer title of the Equipment to any Buyer. Prior to delivery, you will endorse titles and documents by your signature or power of attorney, as required, so that the Buyer may properly register and license the Equipment sold. If said title is not received before the Title Department deadline, the titled item will be relisted and sold on the next available Auction, in accordance with the Title Department deadlines as set by BigIron at its sole discretion. For any titled Equipment where the title is not in your legal name as written on the Listing Agreement, your signature, as listed on the title, must be entered in Schedule A of the Listing Agreement next to the corresponding titled Equipment. You agree to warrant and defend, at your expense, title to any Equipment sold.

13. Ownership Certification, Lien Searches and Encumbrances. You confirm that you have the legal right and/or authority to sell the Equipment. You are responsible for making full disclosure to BigIron of all Encumbrances and third-party interests that may exist on or pertain to the Equipment. You will, at your own expense, warrant and defend title to the Equipment on behalf of the Buyer, and its successors and assigns, against the claims and demands of all persons. You acknowledge and agree that BigIron shall not be responsible for any costs, expenses or fees associated with providing or obtaining clear title to the Equipment, and that you are responsible for, and shall timely pay, any such costs, expenses, or fees. You grant BigIron permission to carry out lien and title searches at BigIron's sole discretion, and any other investigative acts to determine the existence of any UCC financing statements filed with respect to or any other liens on the Equipment, at your sole and exclusive expense. You agree to pay BigIron an ownership verification, lien search, and documentation fee for the lien search(es) completed. BigIron shall not be responsible for the results of such title and lien searches. In the event that the Equipment is subject to an Encumbrance, you agree that (i) you will execute an Authorization for Release of Payoff Information in the form provided by BigIron in order to authorize the lien holder to release information to BigIron; and (ii) BigIron may at its discretion deduct the balance due on said Encumbrance from the proceeds of the Equipment sold, in accordance with Section 16, unless such lien holders provide BigIron with written release(s) with respect to the Equipment sold or to be sold. Under no circumstances will BigIron be responsible for paying Encumbrances, and BigIron's option to deduct Encumbrances from proceeds shall not relieve any of your duties herein.

14. Release of Item(s); Transportation. You are solely responsible for preparing the Equipment for transportation, and all associated expenses therewith. The Buyer is solely responsible for all transportation costs. You shall not release any Equipment to the Buyer unless you are presented with a BigIron invoice marked "PAID IN FULL" by the Buyer or the Buyer's agent. Once presented with an invoice marked "PAID IN FULL," you must release the Equipment to the Buyer. You can also confirm that the item has been paid for by reviewing your online seller settlement statement. You understand and acknowledge that BigIron is not involved in the delivery process, and that you should confirm delivery and risk of loss information with the Buyer.

15. Accepting Bids. You agree not to offer to sell, or sell, any of the Equipment when in contact with any potential bidders, buyers, or other interested parties. When fielding bidding and buying questions, you will refer them to your BigIron sales representative for additional information or direct them to the BigIron website at www.bigiron.com to submit their bids.

16. Closing of Transaction: Disbursement of Funds. After the winning bid for the Equipment has been established by BigIron, and the transaction closes and all other conditions of sale have been met, as determined in BigIron's sole discretion, you will be notified of such acceptance of sale by an email or other notification. BigIron will generate and issue a Buyer Invoice. **The Buyer is responsible for paying the purchase price for the Equipment to BigIron.** You agree that no monies shall be payable to you until paid by the Buyer. Once received by BigIron, any monies due to you,

net of any Service Fees and other fees and expenses due to BigIron as detailed in the Agreement, shall be disbursed within 14 business days after the date of sale, on such terms and conditions as provided herein. You acknowledge that the Buyer may fail to perform or pay on a timely basis and that BigIron shall not have any liability to you for any act or omission of the Buyer.

You hereby consent to BigIron's right to offset the Service Fees and any other fees, expenses and/or liquidated damages specified in the Agreement from the aggregate gross proceeds of the Equipment sold on the given Auction date, in the following order: (i) any liquidated damages pursuant to Section 23, (ii) Service Fees, (iii) advertising fees pursuant to the Marketing Agreement, (iv) storage fees, (v) Equipment preparation costs, (vi) setup fees, (vii) costs of ownership certification and lien searches as provided for under Sections 8 and 10 hereof, (viii) Encumbrances and amounts due to third parties which have an interest in the Equipment sold (specifically including but not limited to any amounts owed to your secured creditors or lienholders), and (ix) any other costs and expenses incurred by BigIron related to the sale of Equipment on the Auction. In the event there is a resulting deficiency after offsetting the payment of such fees, costs and expenses from the proceeds from the sale of Equipment, you shall immediately pay to BigIron, in cash or certified funds (or by wire transfer if consented to by BigIron, and you bear any and all costs associated with such transfer), the total amount of the deficiency balance.

In the event that you do not or are unable, for any reason, to make such deficiency payment, BigIron, in its sole and exclusive discretion, may do any of the following:

- Collapse the sale as permitted under the Agreement.
- Honor the transaction but hold and refuse to finalize the sale of the Equipment until such payment is made.
- Take any other action BigIron deems reasonable and appropriate

17. Buyer Default. If the Buyer does not make timely payment to BigIron for the Equipment purchased, the Buyer shall be considered to be in default, and you will be notified. If the Buyer of any piece of Equipment is in default, you shall have the following options: (i) BigIron will offer to sell the Equipment to the second highest bidder on the Equipment, at the second highest bidder's last bid price. If the second highest bidder accepts, the Equipment will be sold and you will receive the sale proceeds based on the second highest bidder's last bid price, less fees in accordance with the Agreement, or (ii) the Equipment may be relisted on the next available Auction. You acknowledge and agree that BigIron shall not be liable to you or to any other person or entity for any losses occasioned by the Buyer's default.

18. Collapsed Sale. A "Collapsed Sale" shall be a sale that for any reason becomes null and void. You acknowledge that BigIron reserves the right to collapse any sale between you and the Buyer for any reason and may return any or all funds to the Buyer.

19. Service Fees. You agree to pay the Service Fees set forth in this Section, for BigIron's services which will be deducted from the sale proceeds of the Equipment.

- a) Auction Commission: You agree to pay the Auction Commission Rate as shown in Exhibit 1.
- b) Title Fee: You agree to pay BigIron a title processing fee of twenty-five and 00 / 100 dollars (\$25.00) for each piece of titled Equipment listed on the Auction.
- c) Additional Marketing Fee: For a fee, you may add additional targeted marketing to draw attention to the Equipment, as set forth in the Marketing Program Agreement attached to the Listing Agreement.
- d) Setup Fee: If a BigIron representative travels to your location to wash, setup, detail, stage equipment, and sort items, there will be a \$0.00 charge.
- e) Carfax or VIN Report Fee: At BigIron's sole discretion, a Carfax or VIN report will be generated and attached to any applicable item, e.g., vehicle, truck tractor a \$15 fee for said report will be deducted from the seller's proceeds.
- f) Lien Search Fees: You agree to pay all fees associated with the lien search outlined in Section 13.
- g) Administrative Fee: You agree to pay an administrative fee, if applicable, in order to compensate us for additional costs and overhead that we may incur to make court filings and otherwise obtain necessary legal approvals in connection with the sale of the Equipment and the payment of our fees.
- h) Adjustment: BigIron may, on an annual basis adjust the fees described under this Section 19. Such adjusted fees shall only apply to Equipment listed after the date of said adjustment.

20. Sales Tax. If applicable, BigIron will collect and remit sales tax attributable to any services provided to the seller. In addition, BigIron will collect Sales Tax or Sales Tax exemption certificates from the Buyer, as applicable, and remit to the taxing jurisdiction. Sales tax rates and taxability will be determined based on the location of the Seller and the Equipment.

21. Liquidated Damages. You and BigIron acknowledge and agree that should you: (i) engage in shill bidding in breach of Section 5; (ii) withdraw the Equipment from the Auction in breach of this Agreement; (iii) breach any of your representations and warranties under Section 11; (iv) provide false or misleading information regarding the Equipment; or (v) fail to release the Equipment to a winning Buyer as required under this Agreement, the damages which BigIron might suffer are not reasonably ascertainable because of their indefiniteness or uncertainty. As such, you shall pay liquidated damages to BigIron in the amount of 25% of the gross selling price of the Equipment that is sold or, if no Equipment is sold, then 25% of the estimated value of the Equipment that was to be sold. You and BigIron agree that such estimates reflect a reasonable estimate of the damages which would probably be caused by your breach of the Agreement or is reasonably proportionate to the damages which have actually been caused by the breach. In addition, you shall also be liable for damages suffered by the Buyer(s) of the Equipment for your failure to perform. You and BigIron agree that liquidated damages pursuant to this Section are in addition to and not in lieu of the Service Fees that are due under this Agreement. Furthermore, you agree that BigIron may deduct the liquidated damages from the proceeds of the Equipment sold, in accordance with Section 16.

22. Miscellaneous.

- a) **Term:** This Agreement shall commence on the date of execution of the Listing Agreement and unless earlier terminated as permitted herein, shall remain in force for the Listing Period as defined in 2.
- b) **Creation of Lien:** As collateral security for the payment of the Service Fees and all other amounts due under the Agreement, you hereby grant to BigIron, a lien on and security interest in and to all of the right, title and interest you have in, to and under the Equipment, wherever located, whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds of the foregoing.
- c) **Jurisdiction and Venue:** The Agreement shall be binding and effective when signed by an authorized representative of BigIron, shall be deemed to have been entered into in Nebraska, and shall be governed and construed in accordance with the laws of State of Nebraska, without regard to its conflict of law provisions. You knowingly and voluntarily consent and submit to the exclusive jurisdiction of the courts of the State of Nebraska for the purposes of adjudicating all rights and liabilities of the Parties pursuant to the Agreement.
- d) **Survival:** The compensation rights and obligations of BigIron and your compensation rights and obligations set forth herein, and the provisions of these Terms and Conditions, which by their nature should apply beyond their terms, will remain in force after any termination or expiration of these Terms and Conditions.
- e) **Amendment:** No amendment, modification, or waiver of the Agreement or any of its provisions shall be binding upon either Party unless made in writing and signed by authorized representatives of both Parties.
- f) **No Oral Modification:** The Agreement may not be modified or discharged orally, but only by an agreement in writing signed by the Party against whom enforcement of any waiver, modification or discharge is sought.
- g) **Third Party Beneficiaries:** Except as otherwise provided in the Agreement or by separate writing signed by the authorized representatives of both Parties, there shall be no third-party beneficiaries to the Agreement.
- h) **Validity:** The invalidity or unenforceability of any provision or provisions of the Agreement shall not affect the validity or enforceability of any other provision of the Agreement, which shall remain in full force and effect, nor shall the invalidity or unenforceability of any portion of any provision of the Agreement affect the validity or enforceability of the balance of such provision.
- i) **Counterparts:** The Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which together will constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. ESIGN Act of 2000, e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly executed, delivered and effective for all purposes.
- j) **Entire Agreement:** The introductory paragraph, the Listing Agreement, any documents that are referenced in these Terms and Conditions or the Listing Agreement, and any Schedules and Exhibits, constitute the entire agreement between the parties hereto with respect to the subject matter hereof, and supersede all other prior agreements, understandings, writings, proposals, arrangements, representations or communications, oral or written, of either Party hereto, all of which are merged herein. There are no restrictions, promises, warranties, covenants, or undertakings other than those expressly set forth herein or incorporated herein by reference.
- k) **Reformation:** You and BigIron intend and agree that if a court of competent jurisdiction determines that the scope of any provision of the Agreement is too broad to be enforced, the court should reform such provisions to such narrower scope as it determines to be enforceable.
- l) **Severability:** In the event that any of the provisions contained in the Agreement shall, for any reason, be declared or held to be unreasonable, unlawful, unenforceable, or otherwise invalid in any respect, and is unable to be reformed by a court of competent jurisdiction as provided above, such term or provision shall be deemed separate and severable and the unenforceability of any such provision shall not affect the validity of or render unenforceable any remaining provision of the Agreement, all of which provisions shall continue in effect in accordance with their terms.
- m) **Headings:** Headings used in the Agreement are intended, and shall for all purposes be deemed to be, for convenience only and shall have no force or affect whatsoever in the interpretation of the Agreement.
- n) **Successors and Assigns:** The Agreement shall be binding upon and inure to the benefit of both Parties and their respective successors and permitted assigns. The Agreement may not be assigned by you without BigIron's prior written consent. BigIron may freely assign the Agreement to any third party.

- ## **23. Indemnity.** You hereby agree to indemnify, defend and hold BigIron, its subsidiaries and its affiliates, and each of their respective directors, officers, employees, agents, members, parents, successors, assigns, and predecessors (the "Indemnified Parties") harmless from and against any and all claims, causes of action, demands, liabilities, losses, damages, judgments, penalties, and expenses and charges of any kind and nature, including interest, reasonable attorney fees and other costs (collectively "Liabilities") arising out of, resulting from, or based upon the following: (i) your breach of any provision, warranty, covenant, or representation contained in the Agreement, (ii) your breach of your duties with respect to any inspections, showings, advertising, marketing or sale of the Equipment, (iii) your willful acts or omissions, negligence, conversion, or other similar wrongdoing, (iv) hazardous materials associated with the Equipment or contamination resulting from any leakage, spills, or malfunction of the Equipment, (v) deficiencies in the provision of documents required for the purpose of titling or registering any part of the Equipment by any Buyer thereof, (vi) Encumbrances against or defects in title to, or taxes or customs duties payable in respect of, the Equipment or any part thereof, (vii) any deficiency in compliance with any applicable environmental rules or regulations, (viii) your improper use of the Auction, (ix) any tax, cost or expense arising from your failure to satisfy any laws or regulations in relation to a transaction, (x) any death, bodily injury or property damage occurring or alleged to have occurred as a result of inspections and showings to potential buyers and BigIron, (xi) your failure to comply with any applicable laws, regulations, or ordinances, or your failure to disclose the existence of any title defects, security agreements or secured claims against the Equipment or its

attachments and any known or hidden material defects in such Equipment or its attachments, (xii) your violation of any rights of a third party, and (xiii) your failure to provide true and accurate information relating to the Equipment. BigIron reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and you shall not in any event settle any matter without BigIron's written consent.

24. Limitation of Liability. To the fullest extent permitted by law, in no event shall the indemnified parties be liable for any indirect, consequential, special incidental, or punitive damages, whether in contract or tort or under any other theory of liability, including without limitation, loss of profits, anticipated profits, business or sales, any loss of goodwill or reputation, or the costs of substitute goods or services, even if the indemnified parties, or an authorized representative thereof has been advised of the possibility of such damages, arising out of, based on, or resulting from (i) the BigIron Auction, (ii) the Agreement, (iii) any breach of the Agreement by you or a third party, (iv) your, or any third-party's use of the Auction or services BigIron provides, or any third party provides, related to the business BigIron operates relating to the Auction, (v) any interaction between the Auction and any third party site, and (vi) any actual or attempted communication or transaction, including without limitation, any payment or purchase transaction (even if BigIron or any third party receives a fee in connection therewith) between users of the auction.

In no event shall the total liability of the indemnified parties to you for all damages, losses, and causes of action (whether in contract or tort, including, but not limited to, negligence, product liability or otherwise) arising from the Agreement, the purchase, sale or use of any Equipment, or your use of the Auction exceed, in the aggregate, the service fees paid to BigIron in connection with the Equipment to which the applicable claim relates.

25. Release. In the event that you have a dispute with one or more Buyers or potential Buyers using the Auction (including without limitation any dispute between you and a Buyer regarding any transaction or any third party, you hereby release, remise and forever discharge the indemnified parties from any and all manner of rights, claims, complaints, demands, causes of action, proceedings, liabilities, obligations, legal fees, costs, and disbursements of any nature whatsoever whether known or unknown, which now or hereafter arise from, relate to, or are connected with such dispute.

Representation: Seller will allow BigIron to use Seller's name as it appears above and phone number in all advertising by BigIron or on its behalf. Seller warrants and represents that it is ready, willing and able to pay any deficiency resulting from the Equipment sale as required under Section 6 hereof, and upon the request of BigIron will provide proof of such, in such form as requested by BigIron, including but not limited to verification of the existence of sufficient funds held by Seller, a deposit in an amount determined sufficient by BigIron (and to be held in escrow by BigIron until the finalization of the Equipment sale); or a letter of credit from a reputable financial institution guaranteeing payment of any deficiency to BigIron. Seller (and/or seller's contact) agrees to accurately and to the best of Seller's knowledge, answer questions on repair history and condition of Equipment from potential buyers.

I have read, understand and agree to BigIron's Terms & Conditions. I acknowledge my request to list the Equipment with BigIron is in accordance with BigIron's Terms & Conditions and all applicable laws. This Agreement may be executed in counterparts and transmitted by facsimile machine, telecopier, electronic mail, or PDF, each of which shall be deemed to be an original of the Agreement.

Seller: East Central Energy **Date:** Thu, Feb 10, 2022 5: 20 PM CST
Printed Name of Legal Seller (as listed on page 1)

By: Holly Lippman By:

Name: Holly Giffrow-Bos **Name:**

BigIron Rep: Dana McKigney **BigIron Rep:**  

Print Name

Signature

SCHEDULE A - DESCRIPTION OF EQUIPMENT (One form per location)

Exact Equipment Location (Physical Address):

Same as seller: No (Provide equipment location below)

Physical Address: 811 County Road 4

City: Braham	State: MN
Zip Code: 55006	County: Isanti
If no physical address: Latitude:	Longitude:
Contact Name at Equipment Location: Holly Giffrow-Bos	Phone: 763-689-8098

Loading Information:

Loading Dock Available: NO

Assist with Loading: Yes - Please Call At Least 24 Hours In Advance.

If Yes, is there a loading charge?: \$0

Tracking ID	Item (Brief description: Year, Make, Model)	SN/VIN	If Titled (Exact Name on Title)	Signature per name on Title
GJ6174	2008 Chevrolet C4500 Kodiak Crew Cab Service Truck	VIN: 1GBE4E1948F403206		
GJ6176	2008 International 7400 SBA Digger Derrick	VIN: 1HTWGAAT98J646358		
GJ6175	2011 Ford F550 Bucket Truck	VIN: 1FDOX5HY4BEB81141		
GJ6173	2003 Eze TE40T26 T/A Flatbed Trailer	VIN: 1DA12TN373P016386		

Seller: East Central Energy **Date:** Thu, Feb 10, 2022 5: 20 PM CST

Printed Name of Legal Seller (as listed on page 1)

By:

Signature of Owner / Representative

Name:

Holly Giffrow-Bos

Printed Name of Signer

Title of Signer:

Fleet Supervisor

MARKETING AGREEMENT

MARKETING OPTION	COST	MARK DESIRED OPTIONS	SELLER INITIAL
Standard Listing	No Charge	Yes	HGB
Featured Seller <i>Website and digital sale bill, and search engine marketing</i>	\$300.00		
Additional Options - must be featured seller to add on			
Non-Dedicated Email Blast <i>Included with other sellers in region</i>	\$100.00		
Dedicated Email Blast <i>Email blast to targetted bidders featuring only sellers listing</i>	\$150.00		
Non-Dedicated Facebook Ad <i>Included with other sellers in region</i>	\$150.00		
Dedicated Facebook Ad <i>Facebook ad to regional audience featuring only sellers listing</i>	\$200.00		
Dedicated Facebook Ad with Video <i>Video ad on facebook targetted to regional audience - Seller interview and equipment footage</i>	\$500.00		
Non-Dedicated Ad in Regional Publication <i>With other sellers in region - 1 publication - ran 1 time</i>	\$300.00		
Dedicated Ad in Regional Publication <i>Print ad in regional newspaper - 1 publication - ran 1 time</i>	\$500.00		
Dedicated Ad in Local Publication <i>Print ad in local newspaper - 1 publication - ran 1 time</i>	\$150.00		
Dedicated Local Radio Ad <i>30 seconds radio ad on local station</i>	\$500.00		
Retargeted Banner Ads <i>Banner ads delivered to visitors who view similar equipment</i>	\$150.00		
This Week in Agribusiness <i>Mark will talk about the sellers listing for 30 seconds - (3) slots available / week on the "This Week in Agribusiness" segment on RFD - TV.</i>	\$500.00		
Local Promotion <i>1 Banner, 25 Sales flyers posted throughout community, open house / equipment inspection event.</i>	\$500.00		
TOTAL MARKETING COSTS	\$0.00		

Notes (Indicate preferred Publications, Stations etc.)



PO Box 266 | 213 Beaver St NE 1-800-937-3558

Authorization for (i) Release of Payoff Information and (ii) Net Proceeds Disbursement

The party identified below as "Seller" has identified _____, ("You") as the holder of a security interest, lien or other interest ("Your Interest") in some or all equipment ("Equipment") scheduled or being scheduled for sale by Seller through BigIron Online Auction Co. ("BigIron"). Seller authorizes You to release any information, including payoff amounts, in connection with any account or agreement that Seller has with You pursuant to which You assert an interest in the Equipment.

Seller acknowledges and agrees that BigIron, in its sole and absolute discretion, shall be entitled to disburse all or a portion of the proceeds from the sale of any Equipment remaining after payment of BigIron's fees and expenses (the "Net Proceeds") by one or more checks made payable: (i) solely to the order of one or more parties claiming a security interest, lien or other interest in the Equipment (each, a "Lienholder" and collectively, "Lienholders"); (ii) to one or more Lienholders and the Seller, as joint payees, or (iii) solely to Seller. Any of the foregoing payments by BigIron shall be made solely from Net Proceeds and under no circumstance shall BigIron be obligated to expend its own funds in effecting payment to Seller or any Lienholder. Nothing in this Authorization shall be deemed to relieve or modify any of Seller's obligations of the Online Auction Listing and Marketing Agreement between Seller and BigIron entered into on or about the 10 day of Feb, 2022.

Seller: East Central Energy **Date:** Thu, Feb 10, 2022 5: 20 PM CST

Printed Name of Legal Seller (as listed on page 1) or Schedule A)

By: Holly Lippman

Signature of Owner / Representative

Name: Holly Giffrow-Bos
Printed Name of Signer

Title of Signer: Fleet Supervisor

Please list all creditors, the assets with the creditors, and the pay-off amount of the asset.

Item Year, Make, Model & VIN or Identification No.	Lien Holder's Name, Contact Name, Address, Phone Number & Other Identifying Information (e.g. UCC Financing Statement No.)
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EXHIBIT 1 Auction Commission Rate

Auction Commission Rate will be deducted from sale proceeds of the Equipment as shown in the table below. If your gross proceeds for a specific Auction date are less than \$50,000, a minimum Auction Commission of 25% will be charged for any piece of Equipment that sells for less than \$500. A minimum Auction Commission of 20% will be charged for any piece of Equipment that sells for between \$500 and \$1,500. If the total auction value of a listing is \$50,000 or more a flat rate is charged as indicated in the commission table, regardless of the value of individual lots.

Online Only Unreserved Timed Equipment Auctions	Auction Commission Rate
For lots selling for less than \$500	25% per lot
For lots selling for between \$500 and < \$1,500	20% per lot
\$1,500 to \$10,000	15%
> \$10,000 to \$50,000	11%
> \$50,000 to \$125,000	10%
> \$125,000 to \$250,000	9%
> \$250,000 to \$750,000	8%
> \$750,000 to \$1,500,000	7.5%
> \$1,500,000	7%

Auction Commission rate is based on individual gross sale totals for a specific Auction date.

TITLE	East Central Energy Listing Agreement 03-16
FILE NAME	East Central Ener...reement 03-16.pdf
DOCUMENT ID	48ddae...e6f8ee60a9a6e77bcaa74d9ff0e
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	● Signed

Document History

	02 / 10 / 2022 12:32:55 UTC-6	Sent for signature to Holly Giffrow-Bos (holly.giffrowbos@ecemn.com) from listingreview@bigiron.com IP: 64.64.144.29
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