

# **BOARD OF ALDERMEN REGULAR MEETING**

February 15, 2022 6:00 PM Board Room • 119 W 8th Ave, Petal MS

# **MINUTES**

#### **CALL TO ORDER**

# Roll Call, Invocation, Pledge of Allegiance

**PRESENT** 

**Mayor Tony Ducker** 

Alderman Drew Brickson

Alderman Craig Bullock

Alderman Mike Lott

Alderman Blake Nobles

Alderman Gerald Steele

Alderman Craig Strickland

Alderman Steve Stringer

Alderman Bullock offered the invocation.

Pledge of Allegiance was recited.

#### **ADOPT AGENDA**

Motion made by Alderman Stringer, Seconded by Alderman Bullock.

Voting Yea: Alderman Brickson, Alderman Bullock, Alderman Lott, Alderman Nobles, Alderman Steele, Alderman Strickland, Alderman Stringer

### CONSENT AGENDA

- Regular Meeting of February 1, 2022 Minutes
- Special Meeting of February 11, 2022 Minutes
- January 2022 Revenue & Expenditures
- Refund Privilege License fee for Fairway Mortgage in the amount of \$20.00.
- Proofs of Publication
  - Public Hearing 21 Wilglenn Dr
  - Notice to Bidders Reverse Auction Dump Truck
  - Public Hearing 25 Wilglenn Dr
  - Public Hearing 107, 109, 111 McKinnon St
  - Public Hearing 511 S Main St
  - Public Hearing 405 W Central Ave
- Memo regarding MS Power Grant

Motion made by Alderman Bullock, Seconded by Alderman Stringer.

Voting Yea: Alderman Brickson, Alderman Lott, Alderman Nobles, Alderman Steele, Alderman Strickland, Alderman Stringer

#### **PUBLIC COMMENT**

None

### **PROCLAMATIONS & RESOLUTIONS**

### **BIDS** — **QUOTES**

Request to accept the bid from Truckworx in the amount of \$133,000.00 for a 2023 Single Axle Dump Truck.

Motion made by Alderman Stringer, Seconded by Alderman Bullock.

Voting Yea: Alderman Brickson, Alderman Bullock, Alderman Lott, Alderman Nobles, Alderman Steele, Alderman Strickland, Alderman Stringer

### **OLD BUSINESS**

#### **GENERAL BUSINESS**

Request to accept vendor agreement with PRVO.

Motion to table for further information.

Motion made by Alderman Stringer, Seconded by Alderman Brickson.

Voting Yea: Alderman Brickson, Alderman Bullock, Alderman Lott, Alderman Nobles, Alderman Steele, Alderman Strickland, Alderman Stringer

Request to approve Silver Maple/Wildwood Trail extension as a city street for basic maintenance as needed.

Accept as a city street for maintenance only.

Motion made by Alderman Nobles, Seconded by Alderman Stringer.

Voting Yea: Alderman Brickson, Alderman Bullock, Alderman Lott, Alderman Nobles, Alderman Steele, Alderman Strickland, Alderman Stringer

Request to accept Replacement Memorandum of Agreement with MDOT for Sidewalk Improvements.

Exhibit "A"

MOA

Motion made by Alderman Stringer, Seconded by Alderman Nobles.

Voting Yea: Alderman Brickson, Alderman Bullock, Alderman Lott, Alderman Nobles, Alderman Steele, Alderman Stringer

Request to decrease Police Dept petty cash from \$1,000 to \$500.

Motion made by Alderman Stringer, Seconded by Alderman Steele.

Voting Yea: Alderman Brickson, Alderman Bullock, Alderman Lott, Alderman Nobles, Alderman Steele, Alderman Strickland, Alderman Stringer

Request to dispose of the following in the Street Dept

Stihl Weedeater – Asset #2667

Stihl Weedeater - Asset #0898

Motion made by Alderman Stringer, Seconded by Alderman Bullock.

Voting Yea: Alderman Brickson, Alderman Bullock, Alderman Lott, Alderman Nobles, Alderman Steele, Alderman Strickland, Alderman Stringer

Request to pay invoice to Craig Alexander Creative in the amount of \$125.00 for ad in 2021 Welcome Home magazine.

Motion made by Alderman Strickland, Seconded by Alderman Stringer.

Voting Yea: Alderman Brickson, Alderman Bullock, Alderman Lott, Alderman Nobles, Alderman Steele, Alderman Strickland, Alderman Stringer

Request to reimburse Spiritual Life Center the amount of \$3670.00 for damages incurred due to a sewer issue.

Motion made by Alderman Stringer, Seconded by Alderman Steele.

Voting Yea: Alderman Brickson, Alderman Bullock, Alderman Lott, Alderman Nobles, Alderman Steele, Alderman Strickland, Alderman Stringer

Request for Paula King to attend CMC Spring Academy in Hattiesburg, MS on March 30 – April 1, 2022. Total cost: \$200.00

Motion made by Alderman Steele, Seconded by Alderman Brickson.

Voting Yea: Alderman Brickson, Alderman Bullock, Alderman Lott, Alderman Nobles, Alderman Steele, Alderman Strickland, Alderman Stringer

# CITY OF PETAL MINUTE BOOK 38

Request to accept agreement with Jeff Martin Auctioneers for auction services.

Exhibit "B"

### Agreement

Motion made by Alderman Stringer, Seconded by Alderman Strickland.

Voting Yea: Alderman Brickson, Alderman Bullock, Alderman Lott, Alderman Nobles, Alderman Steele, Alderman Strickland, Alderman Stringer

Request to set a variance hearing date of March 8, 2022 at 6:00 p.m. for property located at 45 Cambrian Ridge.

Motion made by Alderman Stringer, Seconded by Alderman Brickson.

Voting Yea: Alderman Brickson, Alderman Bullock, Alderman Lott, Alderman Nobles, Alderman Steele, Alderman Strickland, Alderman Stringer

#### **SEMINARS & TRAVEL**

Request for Jason James and Casey Walley to attend AR15 Armorer Course on March 28-29, 2022. Total cost: \$900.00

Motion made by Alderman Nobles, Seconded by Alderman Stringer.

Voting Yea: Alderman Brickson, Alderman Bullock, Alderman Lott, Alderman Nobles, Alderman Steele, Alderman Strickland, Alderman Stringer

Request to reimburse Will Bullock for mileage and meal expense attending HazMat Tech I at the State Fire Academy on 1/24/22 - 2/03/22.

Motion made by Alderman Stringer, Seconded by Alderman Lott.

Voting Yea: Alderman Brickson, Alderman Bullock, Alderman Lott, Alderman Nobles, Alderman Steele, Alderman Strickland, Alderman Stringer

# ORDERS & ORDINANCES

Request to adopt order hiring Chance Gardner in the Police Dept as a full time 1<sup>st</sup> Class Officer effective February 23, 2022.

Order

Whereas the Mayor and Board of Aldermen
Of the City of Petal deem it necessary to
Hire a full time police officer

It is hereby ordered that Chance Gardner
Be hired full time as 1<sup>st</sup> Class Officer effective
February 23, 2022

So ordered this the 15th day of February, 2022

Motion made by Alderman Stringer, Seconded by Alderman Steele.

Voting Yea: Alderman Brickson, Alderman Bullock, Alderman Lott, Alderman Nobles, Alderman Steele, Alderman Strickland, Alderman Stringer

### **MAYOR'S REPORT**

SB2095 – Cities only have to opt out, if you don't opt out by the deadline, there is nothing else to do. Zoning is built into the bill. Marijuana businesses are to be treated just as any other business.

# CONSIDERATION OF COMMITTEE, COMMISSION AND BOARD MATTERS

### LEGAL

## **ADJOURN**

Valerie Wilson asked to speak on behalf of the Senior Center. They walk to the Dollar General often from the Senior Center, they asked if the city can smooth it out a little.

Motion to adjourn made by Alderman Stringer, Seconded by Alderman Bullock.

Voting Yea: Alderman Brickson, Alderman Bullock, Alderman Lott, Alderman Nobles, Alderman Steele, Alderman Strickland, Alderman Stringer

Tony Ducker, Mayor

Melissa Martin, City Clerk

Rev. 3 24 2021

#### Memorandum of Agreement

STP-0193-00(011)LPA / 108826-701000 Matthews Branch Sidewalk Improvements Petal, Mississippi

This Replacement Agreement is made between the Mississippi Transportation Commission, a body Corporate of the State of Mississippi (hereinather referred to as the "Commission"), acting by and through the duly authorized Executive Director of the Mississippi Department of Transportation ("MDOT") and City of Petal (hereinatter referred to as the 'LPA'), for the purpose of establishing the terms under which the LPA may utilize federal funds to complete the proposed project as described below, effective as of the date of the last execution by the Commission

WHEREAS, the Commission has oversight responsibility and authority over federal funds that are available for local public agency projects; and

WHEREAS, the LPA intends to develop and construct sidewalk improvements along Matthews Branch; (hereinafter referred to as the "Project"), and the Commission intends to allow the LPA access to available federal funds and manage the Project under the terms and provisions of this Memorandum of Agreement, and

WHEREAS, it is anticipated that approximately \$862,500.00 in federal funds (80% grant match and 20% local match) are available for the construction of the Project, and that the above mentioned federal funds may be rescinded if they are not obligated on or before December 31, 2023, and that the above funds are subject to normal rescissions and obligational limitations; and

WHEREAS, the LPA will be responsible for all Project costs over and above the maximum amount of federal funds allocated to the Project by the Commission

WHEREAS, the Commission and the LPA desire to set forth, by this Agreement more fully, the agreements of the parties by which the Project will be developed and

NOW, THEREFORE, for and in consideration of the premises and agreements of the parties as hereinafter contained, the LPA and the Commission enter into this Memorandum of Agreement for the use of the currently available tederal funds and any future federal funds that may be allocated to this Project, agree and covenant as follows:

#### ARTICLE I. DUTIES AND RESPONSIBILITIES

- The LPA, which is hereby designated as the Local Sponsor for the purposes herein, hereby contracts, covenants and binds itself to the following responsibilities, duties, terms and conditions:
- The LPA shall immediately designate a full time employee of the LPA as the Project Director, who will serve as the person responsible for completion of all phases of the Project and will coordinate all Project activities with the MDOT District LPA Engineer.

Rev. 3.24.2021

- B. This Memorandum of Agreement shall be subject to termination at any time upon thirty (30) days written notice by either party. Such notice given by the LPA, shall not however, cancel any contract made by the LPA that is to knither the purpose of this agreement and that is underway at the time of termination. Any construction contract underway shall be allowed to conclude under its own terms. The LPA agrees to bear underway shall be allowed to conclude under its own terms. The LPA agrees to bear the conclude under the sound terms. complete and total, legal and financial responsibility for any such contract. Additionally funds may be suspended or terminated under the provisions of Section F of this Article.
- It is understood that this is a Memorandum of Agreement and that more specific requirements for the development and construction of the transportation improvement. Project are contained in the Federal Statutes, the Code of Federal Regulations, the Mississippi Code, and the Standard Operating Procedures for MODT, and other related. regulatory authorities. The LPA agrees that it will abide by all such applicable authority
- Should the LPA miss the obligation deadline set in this MOU, the Commission reserves the right to refuse to obligate funds for the Project
- The Executive Director of MDOT is authorized to withhold federal funds for the Project for failure of the LPA, its consultants, or its contractor to follow the requirements of the Standard Specifications for Road and Bridge Construction, latest edition, or the latest online LPA Project Development Manual
- F. Before federal funds are terminated, the LPA will be notified in writing by the Executive Director of the conditions that make termination of funds imminismit. If no effective effort has been made by the LPA, its agents, employees, contractors or subcontractors, to correct the conditions set forth in the Director's notice, within fifteen (15) calendar days after notice is given, the Executive Director may declare the federal funds suspended for the Project and notify the LPA accordingly. The LPA will then have fortyfive (45) days in which to correct all conditions of which complaint is made. If all conditions are not corrected within forty-five (45) days, the Executive Director may declare the federal funds for the Project terminated and notify the LPA accordingly. If all conditions are corrected, within the forty-five (45) day period, the LPA will be reimburned under the terms of this agreement, for all work satisfactorily completed during the forty-five day period.
- In the event that circumstances call for MDOT to expend staff time and other resources to address issues on the Project, then MDOT time may be charged to the Project. Assessing charges to a project is within the sole discretion of MDOT. Any charges made will impact the amount of funds whatable to reimburse the LPA, and therefore the LPA's contribution to the Project may increase

The LPA shall promptly follow the procedures set out in the latest online version of The Project Development Manual (PDM) for Local Public Agencies that are necessary for the Project including but not limited to project activation, reporting requirements for tederal awards (including the single audit), consultant selection, necessary permits, increase and process, preliminary design, right of way acquisition, accordisement for and

selection of a contractor, construction oversight, and project close out activities.

- The LPA shall submit to MDOT four (4) complete sels of as-built plans in printed form and the original electronic files in a formal that is compatible with Microstation prior to MDOT acceptance. Upon request, MDOT may waive this requirement for selected
- The LPA shall be responsible for all maintenance and operation of the Project during and after completion so that the lederal investment in the Project is preserved. If maintenance is not performed, as appropriate, future federal funds may be withheld for any projects in the jurisdiction of the local agency, or the Commission may seek recovery
- The LPA shall follow and abide by any and all federal requirements, specifically, but not limited to, the provisions that no retainage shall be withheld from installment payments to the construction contractor.
- The LPA agrees that if any act or omission on the part of the LPA causes loss of Federal funding from FHWA or any other source, or any penalty being imposed by the United States of America under the Clean Water Acl, 33 U.S.C. § 1251, et seq. or any other provision of law, the LPA will be solely responsible for all additional costs
- In compliance with State Law, the LPA shall pay all payments owed to Contractors and Consultants according to the terms of the contract, and in all instances payments shall be made within forty-five (45) days from the day they were due and payable. MDOT reserves the right to withhold reimbursement until adequate proof of payment has been produced by the LPA.

Excepted from this requirement are payments to railroads for any work included in the Project. Payments to railroads, their consultants or contractors, for work included in the Project, may be made by MDOT, at its sale discretion. Payments made by MDOT to railroads, their consultants or contractors shall come from the funds obligated for the

- The LPA shall be solely responsible for payment of any and all funds required to complete the Project, over and above the available federal funds for the Project.
- All contracts and subcontracts shall include a provision for compliance with Senate Bill 2988 from the 2008 Session of the Mississippi Legislature entitled "The Mississippi Employment Protection Act, as published in the General Laws of 2008 and codified in the Mississippi Code of 1972, as amended (Sections 71-11-1 and 71-11-3), and any rules or regulations promulgated by the Commission, the Department of Employment Security, the Department of Revenue, the Secretary of State, or the Department of Revenue, the Secretary of State, or the Department of Human Services in accordance with the Mississippi Administrative Procedures Law (Section 25-43-1, et seq., Mississippi Code of 1972, as amended) regarding compliance with the Act. Under the

Page 2 of 8

STP-0193-00(011)LPA / 108826-701000 Maithews Uraneli Sidawalk Improvement City of Petal

STP 0193-00(011)I PA7 (08826-701000 Matthews Branch Sidewalk Improvements City of Petal

Box 3 to total

#### ARTICLE III. NOTICE & DESIGNATED AGENTS

A. For purposes of implementing this section and all other sections of this Agreement with regard to notice, the following individuals are herewith designated as agents for the respective parties unless otherwise indemine

For Contractual Administrative Matters:

COMMISSION: Tony Ducker, Mayor City of Petal Executive Director P.O. Box 1850 P.O. Box 564 Jackson, MS 39215-1850 Phone: (601) 359-7002 Petal, MS 39465 Phone: 601-545-1776 Fax: (601) 359-7110 Fax: 601-545-6685

For Technical Matters:

COMMISSION: LPA: David Seviarili John Weeks District & LPA Engineer City Engineer City of Petal MDOT 16499#B Hwy 49 Saucier, MS 39574-9740 301 Second Avenue Hattiesburg, MS 39403-1711 Phone: 601-544-1621 Phone: 228-832-0682 Fax: 228-832-0681 Fax: 601-544-0501

B. All notices given hereunder shall be by U.S. Certified Mail, return receipt requested, or by facsimile and shall be effective only upon receipt by the addressee at the above addresses or telephone numbers.

#### ARTICLE IV. RELATIONSHIP OF THE PARTIES.

- The relationship of the LPA to the Commission is that of an independent contractor and said LPA, in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor daim to be, an officer or employee of the Commission by reason hereof. The LPA will not by reason hereof, make any claim, demand or application or for any right or privilege applicable to an officer or employee of the Commission, including, but not limited to, workers' compensation coverage, unemployment insurance benefits, social security coverage, retirement membership or credit, or any form of tax withholding whatsoever
- The Commission executes all directives and orders through the MDOT. The LPA executes all directives and orders pursuant to applicable law, policies, procedures and regulations. All notices, communications, and correspondence between the Commission and the LPA shall be directed to the designated agent shown above in Article III.

Act, the LPA and every sub-recipient or subcontractor shall register with and participate in a federal work authorization program operated by the United States Department of Homeland Security to electronically venify information of newly hired employees pursuant to the littlegal Immigration Reform and Immigration Responsibility Act of 1996, Public Law 104-208, Division C, Section 403(a); 8 USC, Section 1324a.

The LPA will be required to acknowledge MOOT and FHWA in all public relations efforts for the Project including press releases, muterials for groundbreakings, ribbon cultings or other public events and any other public information or media resources by notifying the MDOT Public Affairs Division, via telephone at 601-359-7074 or by electronic mail at comments@mdot.ms.gov. At a minimum, the following example sentence should he included:

"This project was funded (partially) by the Mississippi Department of Transportation and the Federal Highway Administration

When appropriate, an invitation should be extended to MDOT Public Affairs for the Transportation Commissioner, MDOT Executive Director or other designee to speak at any official public ceremony for this Project.

- The LPA agrees that if the Project is not kept upon a schedule that meets MDOT guidelines, then the funds allocated to the Project may be rescinded. If the Project funds are rescinded, then the LPA may be required to refund any amounts paid unto the LPA by MDOT. The MDOT guidelines are derived from Tille 23, United States Code, Section 102(b) and Title 23, Code of Federal Regulations, Part 630 112(c)(2).
- 12. The LPA will be required to submit to the District LPA Engineer monthly progress reports through the Notice to Proceed for construction, which shall include but not be limited to, the work that has been completed that month and the planned work for the upcoming month. The LPA will also provide a project progress schedule that will report project milestones and the target date for the LPA's request for Ad Authority. These project milestones are to be updated once any missiones are missed.
- 13. The LPA agrees to maintain, and make available to Commission, a sufficient accounting system with proper internal controls and safeguards to prevent fraud and overpayments. The accounting system and its controls should at all times maintain adequate recording and reporting of federal funds received by the LPA. If sufficient internal controls over the LPA's federal funding are not maintained, federal funds may be withheld and future transportation projects will not be considered
- 14. The LPA agrees that any planning studies prepared or produced, as part of, or in conjunction with, this Project, shall in no way obligate the Commission to any other terms or conditions other than those stated herein
- 15. The LPA, being classified as a lower tier participant in federal funding, certifies, by execution of this agreement, that neither it nor those individuals or entities with which it contracts are presently debarred, suspended proposed for debarment declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- 16. The LPA agrees that it will require that engineering plans prepared for the

Page 3 of 8

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STP-0193-00(011)1 PA / 108826-701000 Matthews Bratch Sidewalk Improvements

Rev 3.74 2011

#### ARTICLE V. RESPONSIBILITIES FOR CLAIMS AND LIABILITY

To the extent permitted by law, the Commission and the LPA agree that neither party nor their agents, employees, contractors or subcontractors, will be held liable for an claim, loss, damage, cost, charge or expenditure ariting out of any negligent act, actions, neglect or omission caused solely by the other party, its agents, employees, contractors or subcontractors

#### ARTICLE VI. MISCELLANEOUS

No modification of this Memorandum of Agreement shall be binding unless such No moderation of this week of the control of the co any provision of this Memorandum of Agreement is invaid or unenforceable, but that by fimiling such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so fimited

THE REST OF THIS PAGE LEFT INTENTIONALLY BLANK

e Project be signed and sealed by the professional engineer responsible for p. of the plans. This requirement applies to the engineer responsible for p. of the plans. This requirement applies to the engineer assigned to the Project of the plans. This requirement applies to the LPA, or to an engineer that a full-filled, p. p. part-filler engineer plans a full-filled, p. part-filler engineer plans to the LPA, or to an engineer that a full-filled, p. part-filler engineer plans to the project plans to the project plans to the project plans to the project plans to the p

17. The LPA agrees that once construction of the Project has commenced, the LPA is responsible for the Project being completed according to the plans and specifications, addends of supplemental agreement as amonated. The LPA acknowledges and agrees that this responsibility continues after the federal funds provided through MDOT are

#### B. THE COMMISSION WILL:

- Allow the LPA to design and construct the proposed transportation improvements provided that the design meets with MTC/MDOT and FHWA approval
- Approve permit applications that meet with MDOT standards that are necessary to allow the LPA access to the property of the Commission for the purposes of constructing the proposed transportation improvements. The Commission may enter into an appropriate agreement in its discretion
- Work with the LPA, through the District LPA Engineer, during the various phases
  of the work with the goal of producing a project that will be acceptable to the Commission upon comoletian
- Review all submittals in a timely manner in accordance with the POM, to allow the Project to progress in an orderly fashion. The review and oversight conducted by MTC does not retirive the LPA from its full responsibility for the proper design and construction
- During the progress of the Project, assist the LPA in obtaining reimbursements of federal funding for any project cost that is eligible for reimburgement
- Submit all documents to the Federal Highway Administration (FHWA) when required or requested by the FHWA
- At its discretion, make payments directly to railroad companies, their consultants or contractors for work on railroads included in the Project. The payments made shall come from Project funds obligated for the Project.

#### ARTICLE II. GENERAL PROVISIONS

Page 4 of 8

A. The Commission shall have the right to audit all accounts associated with the Project, and should there be any evertayment by the Commission to the LPA. The LPA agrees to refund any such everpayment within thirty (3g) days of written netification. Should the LPA fall to eirotheuse the Commission, the Commission shall have the right to effect the amount due from any other funds in its possession that are due the LPA on thirty. The Commission shall have the right to audit all accounts associated with the or any other project, current or future.

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ARTICLE VII. AUTHORITY TO CONTRACT

Both parties hereto represent that they have authority to enter into this Memorandum of Agreement

This Agreement may be executed in one or more counterparts (facsimile transmission email or otherwise), each of which shall be an original Agreement, and all of which shall logether constitute but one Agreement.

agreed this lhe	day of	20	-
	City of Petal		

Tony Ducker

(Appropriate clerk etc.)

Allested

So agreed this the \_\_\_\_\_ day of \_\_\_\_

MISSISSIPPI TRANSPORTATION COMMISSION By and through the duly authorized Executive Director

> Brad While Mississippi Department of Transportation

Book Page



PATIBOX VALKENBURG

Toll Free 1-844-450-6700 infa@Jeffmartina

#### AUCTION AGREEMENT

This Ag	mement is made and entered into as of	2/18/2022 by and between:
		Auctioneers, Inc ("Auctioneer")
	Name CITY OF PETAL	
ADDRES	PO BOX 564 PETAL, MS 3946	5 (Tieser)
Selfer's	Information (All Fields required in thi	s section)
(i)	Seller's Status: Corporatio	n Limited Liability Company Partnership Sole Proprieto
(II)	Name to Appear on Check: CITY	
(III)	Saller's Designated Contact Person	
(iv)		#Driver's License #: 64-0565375
1	Seller's Contact Numbers: Phone 1	(601) 545-1776 Phone 2:
(v)	ALON KAK ORDS	
(vi)	Seller's Emell Address: MFLISSA	CITYOFPETAL COM Initial if information is correct:
ļ [-	Please note checks/payments will be the address on this contre	made to the above company or name. Payments will be mailed to ct. If you would like a wirs, please notify the office, ***
Definition	ons For the purposes of this Agreement	the following definitions apply:
"Absente under le	ms established by Auctioneer.	eer in advance by an Absentee Bidder for the execution during the Auc
"Absente	e Bidder" means enyone who submits a	n Absentee Bid (whether or not present at the Auction)
"Auction	means the auction sale at which the Cu	onsigned Property is offered for sale, or is exhaulted to be offered for as uled to solicit bids, for the Communat Property.
		The Auction Is conducted or where inspections may be made.
bids, erv	means any parson or enfity, and the age for buye, and/or otherwise participates i	ints or representatives of any such person or entity, that registers, and/o n the Auction (including, without being limited to, inspection and/or pick-
iegeide	sa of whether such person or entity land	ars a old,
		Page 1 of 10
12.2	Advertising Fee 1	ises will include, without being limited to:
	Set Up Fee S	
	Site Proporation & Clean Up 5  Dumpsier Rental - Cost of dumpsier ar	rd sarvice alue 3/19/
	Equipment Rental - Cost of rental and :	
(4)		Per Item/Per Hour (circle one)
- 0	Wash/Cleaning Outside \$ Detailing theids \$	Per liem/Per Hour (circle one)
- 8	Derailing analog 5	- Per Remitter Hour (circle one)
12.3	Online Processing Fee. In addition to	
		ot online processing fee in the amount ofDalfars (\$)
	Auctioneer will charge a total of	online processing fee in the amount ofDollars (\$)

Unless prepald by Seller, expenses will be deducted immediately from the Auction proceeds

Page 5 of 10

"Backer Account" means the number or other identifier assigned to a Blidder by Auctioneer or by an Online Auction Platform Provider. (See, etc., Bidder Number).

"Bidder Number" means the number or other identifier issued by Auctioneer to a Bidder for the purposes of identifying bids to such Bidder. (See, also, Bidder Account).

"Bldder Registration" means the information provided by a Bidder, and the process of registering such Bidder, to bid at the Auction, including the prospective Bidder's to be bound by Auctioneer's Bidder terms and Conditions.

"bidder Terms and Candisons" means the terms and conditions established by Auctioneer for the conduct of the Auction, lensang, without limitative, terms and conditions for Bidder Registration, stidling, payment, and resolution of disjustes aerong Bidders.

"Buyer" means the Winning Bldder with respect to each Lot,

"Buyer Promium" ha non-rehnable administrative fine polarative on a percentage of the Hammer Finds that is puyed in the Buyer of earlies that MacRosever the Administrative on account. The Broyers implantation is comed at the Fall of the Hammer and in not trackeder in, and is not a creat against, Austineer's Corrections or any other amounts payable to Austioner by Selfer, Macrosever of the Broyer's Personnels does not avoid to Selfer.

"Contract Price" means an emount equal to the Hammer Price plus the Buyer's Premium, Any sales tax or similar such taxes or fees will be haved on the Contract Price.

"Commission" means the amount payable by or on behalf of Seller to Auctioneer for Auctioneer's services, calculated as a percentage of the Hammer Price for each Lot. The Commission may be retained from the services.

"Consigned Property" means any end all personal property shown on the List of Consigned Items attached to this Agreement

"Fall of the Hammer" means the point, after bids have been received, at which Auctioneer declares a Lot "solo" to the Bidder acker, located by Auctions et as having made the Winning Bid, During an auction that is exclusively online, the Fall of the Hammer will occur destance oldy at the end of timed (or oxtended) by Engl.

"Hammer Price" means the high bid amount recognized by Auctioneer with the Falt of the Hammer

"High Bid" means the high trid amount recognized by Auctioneer at the conclusion of bidding on a Lot.

"High Bidder" means the Bidder recognized by Auctioneer as having made the High Bid with respect to a Lot

"Lot" means each individual item or grouping of items offered for bid at one time at the Auction.

"Online Auction Platform" means the hardware and software utilized to conduct the Auction online and to facilitate online bidding, including any essociated, adjunct, and/or complementary websites, services, premiums, and promotions

"Online Auction Platform Provider" means the provider of the Online Auction Platform and related services.

"Online Bidding Period" means, with respect to an Auction conducted in whole or in part online, any established period during which bids may be tendered.

"Private Sale" means an event in which the Corus and Property, as any of it, is sold by Sales, or on Selec's behalf, other than at the Auction (including a sale at an auction conducted by a person or entity other than Auctioneer).

"Private Sale Price" means the fair market purchase price of Consigned Property paid, or surgeed to, at a Private Sale in a arms-length lansaction between Selet and the purchaser of such Consigned Property, if this Consigned Property, or any of It, is sold through Private Sale to Ites San Tale Ist market value, or in a Instruction that is not a mark-length transaction, or is selected by Euler, the Private Sale Privat, for the purposes of this Agreement, will be an amount equal to the fair market value of the Consigned Property in an anamy eachy that sactions.

"Reputation Danages" means an amount equal to treaty-five percent (25%) of the sum of the Commission plus Buyer's Pressum on Letty) Waldawin from the Auction by Sector.

Initial: (Y)YY

Pags 2 of 10

"Winning Bid" means the highest bid received and accepted on a Lot...

"Winning Bidder" means the Bidder recognized by Auctioneer as having made the Winning Bid.

"Withdrawn", "Withdrawal", or "Withdraw" refers to the circumstance in which the Consigned Property, or any of it, is emoved or withdrawn from the Auction, or in which it is determined that such Consigned Property will not be offered or sold as the

- 3. Ask50meer Ratained, Seiler engages and relains Auctioneer to offer the Consigned Property for sale at Auction, For the period described in this Agreement, Auctioneer will have the exclusive right and sushority to offer the Consigned Property for sale at Auction, and the workside right is abled the Socialized Property and conditionary and appropriate and Consideration and Consideration and Consideration and Considerationary and Considerationary and Considerationary and Considerationary and Consideration and Considerationary and Considerationary
- 4. Accidences's Services, Audionaer will trained the Consigned Property and offer it for salv at the Audion. Audionaer may service and utilize the services of such audionaers are apprentice audionalers as Audionaer defermines to it in searchiff necessary in agreement and utilize the services of such audionaers are apprentice, audionaers has alternate residenties in determine the order of soil or in the Audion, including the Consigned Repeats and agreement and solventies to determine the solvent, grouping, re-litting, or re-grouping determined reto for the art of an area of the residential and area of the art of the Audionae Audionaers and the area of the art o
- 5. Bidder Registration: Bidder Qualification, Auctioneer will register Bidders for the Austion and may require each policities Bidder to provide blentifying shormation and most Bidder applications established by Auctioneer. Auctioneer may refuse to account a titled Register before any potential bloder, may refuse a pay potential bloder, and register before the providence for the register of the register of the register of the register of bids, and may be register of the register of the
- Conduct of the Auction. Auctioneer will requiste all matters relating to the conduct of the Auction and Auctioneer's 6. Condect of the Auctions Auctiones will requise as implient which is the conduct of the Auction and Auctiones's decicions will be a format in early and additionables. If I have been also all the actions and action and actions and actions and actions and actions are also as a second action and actions and actions and actions are also as a second action and actions are also as a second action and actions are also actions and actions are also actions and actions are also actions and actions are actions and actions are actions actions and actions are actions and actions and account action actions are actions actions and account and account action actions are actions actions and account action actions are actions actions actions and account action actions are actions actions actions and account action actions are actions actions actions actions are actions actions actions actions actions are actions actio
- 7. Absentes Bids; Remote Bidding, in Auctioneer's discretion, Auctioneer may receive Absentee Bids and/or bids tendered by remote Bidders (whether telephonically or otherwise). Absentee Bids may be initiated at an amount is as than the Absentee Bidder maximum bid amount part will be exceuted to empetiately or to (the Fail of his Harmer (or other termination of the bidding) or (ii) he Absentee Bidder's maximum bid amount) are competiately to (b) the Fail of his Harmer (or other termination of the bidding) or (ii) he Absentee Bidder's maximum bid amount) and smouth, whichever occurs first. Auctioneer will make reasonable eithoris down to one of biddings or of the Bidder is executed any Absentee Bidd or one or biddings of the Bidder is executed any Absentee Bidder and any Absentee Bidder.
- Auction Date. Auctioneer will offer the Constaned Property at one or more auction(s) on or before \$1,0000 to \$12,0000. unless (i) extended by the mutual agreement of the parties, or (ii) extended, in the sole discretion of Auctioneer, to a date not more than 60 (Sixty) days after the date indicated in this Section. Auctioneer will have sole and absolute discretion to determine the number of auction(s) at which the Consigned Property, and any of it, will be offered, and to determine the items of Consigned Property that will be offered at each such auction(s). Consigned Property that is not put up on a scheduled date due to time constraints or other factors may be carried forward to a subsequent date determined by Auctioneer.

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Page 3 of 10

4 Austino Location/Engenet

	The Auction may be conducted online in addition to being conducted live at the Auction Site
3	The Auction will be conducted online only

1, 10,000% of sales price per item of Property selling above \$0,00.

10.1. Commission, Auctioneer will receive a Commission for Auctioneer's services. Auctioneer's Commission will be calcutated on each Lot based on the following schedule;

10.2. Titles not received within 24 hrs, prior to auction begins, will be charged a \$50 Late Fee per title
10.3. If Minimum commission is not indicated above it will be charged at no less than \$10 per item

- 11. Buyer's Premium, Auctioneer may charge a Buyer's Premium for Auctioneer's own account. The Buyer's Premium is earned at the Fall of the Hammer and will not be refunded by Auctioneer.
- Document Preparation Fee: Expenses, Seller will be responsible for all expenses that are allocable to the preparation and offering of the Consigned Property at the Auction and for the transfer of tille of Consigned Property having a certificate of tille

Page 4 of 10

12,1, Document Preparation Faes, Selfer will pay a document preparation expenses if essistence is required to obtain a replacement title or documents for any titled consigned item

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Exhibit "B"

- 13. Online Auction. The following terms and conditions apply if the Auction is conducted, in
- 13.1. Bidder Terms and Conditions; Notices and Announcements. The Auction ns and Conditions and any notices or an accompany by Au-

- - 13 3. Records of Online Activity, Absent clerical errors, Auctioneer's records will be final and conclusive
- 13.4. Technology Disruptions. Auditoner will not be responsible for lechnology disruptions, enaits, or failures (including disruptions to triding or in failure to reacous, exception, or record ordinactions, whether extended by (i) lives of constantivity, breakdown disruptions, and or failures of the Chairs Auditor Placification, disruption, or chairs and is failures internationship, breakdown disruption, or chairs and is failures internationship, breakdown disruption, or chairs and is failures internationship or computer, and failures to record or continue sustained, or chairs, extending the continue of the chairs of disruptions extended by exchanging disruption, when when hadron that or continue sustained and chairs of disruptions extended by exchanging disruption, when when hadron that or continued to the chair of the chairs of
- 1.5. Failures by Online Auction Platform Provider and its Affiliates or Contractors, Auctioner may use an Ortine Auction Platform Provider to Isadiste the Auction Under no circumstances will Auctioners be liable for any Tables of the Oster Auction Platform Provider to posture as or any of 18th objections, or for the failure of any affiliate, or conjugate, aparts, representatives, or contractors of the Oster Auction Platform Provider to perform their undigations regardless of whether such objections are uning, descript for indirectly. Auction Platform Provider to perform their undigations regardless of whether such objections are uning, descript for indirectly. Auctioner, or to State, or otherwise.
- 13.6. Auto Extend Feature. Any Ordine Bibling Period may include an auto-extend feature. This inseats that, if an ordine tibid reserved within a set time period approaching the end of the statistished Centre Bibling Period, the Ordine Bibling Period will automatically be artered for an additional amount of time in increments established by AutoCenter and still continues to be or extended until there is a set period of time that lapses during which no circles take are nucleion, time which bibling will cover.
- 13.7. Disclaimer, Audioneer makes no representations or warranties, and disclaims any representations or surranties.
  (i) that the Ordine Audion Politimin or any statutal webbile of schoology wit to sundempted, more free or vivay time. (d) as to the results that may be obtained by using the Ordine Audion Plantiums any stated webbile or technology, or (ii) as to the sociously, conceptateness, reliability, security, or current makes of the Ordine Audion Plantium or any reliable stebiles or the Control of the Socious Audion Plantium or any reliable stebiles or the Control of the Socious Audion Plantium or any reliable stebiles or the Socious Audion Plantium or any reliable stebiles.
- 14. Payments to Auctioneer, Monies due and owing to Auctioneer will be paid, as follows
- 14.1. Safe at Auction. In addition to reinforciable costs and expenses. Auctioneer is entitled to Auctioneer's Commission and Buyer's Premium for all Consigned Property and parasent to this Appenment. Should Select default or Select obligations to any Buyer. Select only Auctioneer an entitle of Select (edition) buyer. Selection of the Select obligations is any Selection and Auctioneer and Auctioneer and Auctioneer's Commission.
- 14.2. Private Sate. Seller will pay Auctioneer an amount equal to Auctioneer's Commission and Buyer's Premium (cellulated as a percentage of the private sate price), plus primotopatable costs and expenses. If it any time from the date of the Auction (and the Auction (any time from the date of the Auction (a) entry of the Consigned Property is said at a Phisolo Rate, of (ii) Solider enters into an Agreement to a date of the Auction (a) enty of the Consigned Property at a Private Sate.
- 4.3. Withdrawal of Censigned Property Without a Private Sale. Solar will pay Auctionor on amount equal to Auction or in Commission and Buyer's Premium (succlusted as a personage of the fair market value or the Reserve Price, whichever greater), plus entirebrated octals and expenses, if a say the fore the first of the Agreement through and excluding the date of the Auction (the Commigned Property is Withdrawan by Selet without there being a Private Sale.
- 14.4. Reputation Damages, Seller actions/edges and agrees that Seller's Withdrawal of Lot(s) pror to or during the A.4. respiration changes, before accordences and agrees that commitment of Leifel poor so or counging Audion with have an decrease impact on Applicance's population and enables their in the audion belonkly, and flat, in about or in it is up, an amount operation Audionees's Commissions and Buyers's Premiser on Leifel by Willichmein from the Audion, with or Audionace's content, Audionace with or entitled for an amount deput to trently-five process (20%) of the sum of Audionace's Commission plus Buyer's Prenium as Equidated Reputation Dosages, and out as a possibly
- 14.6. Seller Interference or Breach. If any Consigned Proprinty is not sold due to Selter's interference or other breach of this Agencies. Such event will not be treated as a No Sele and Selter will pay Auctioneer an around equal to Austioneer's Commission and Seyer's Premium Colonated as a percentage of the fair market value of the Reserve Price, whichever is greater), plus nainturnable costs and argemen.
- 14.5. Disputes Over Value of Consigned Property Withstrawn, Sold at Private Sale, or Gifted. If there is a dispute in matrix valve of the Consigned Property. In Foir market value of sight Consigned Property will be determined by (i) or, or (b) a qualified apprehen selected by Auctionach, with this collect of such apparatus there grait by Electric Transitions.

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- 30. Advertising: Sale Bills! Postling: Listing of Austion Results. Auctioneer may: (i) adversise the Auction ferouph any means detainmined reasonate and appropriate by Auctioneer, including online and paint and disturble sale bills; (iii) post the disturble and appropriate and procedure and p
- 31. Premotional Materials. Defer agrees that Auc locent may send Sefer promotional materials via direct mail, email, lelophon acut and/or test massage. Selected data raises may apply. Seller has the light to entuberable from such nations and the receipt of such materials at any fine on another motion of Auctioners. Sell if a conduct information all into the saids.
- 32. Asctioneer's Proprietary Information and Bidder Contacts. Auroinneer's proprietary information, including, without being finded to, making lists, enable lists, and bidder or buyer contact information is the property of Auctioneer. Unless required by lists, or recessary in facilitate ordertool or motions eneed by your propriet placets, or contended increases the finding or purpose, or desired by the content of the proprietary information and proprietary information an
- 33. Force Majeum, Histhar party will be half liable or responsible to the other party, or be desired to have delayised under or broadford, this Agreement, for fallow or delay is subline or performing any term of this Agreement when such fallow or delay is cause for or restuffs from covers beyond the masonable control of the stiffced party. Acading, will was being failed to fires, this section, affects on estable, cott of less; intenden, let's public disorder, set of God, lands acts of polici auchorities, electronic failures, communication failures, and internet endersor disoughties.
- Refailmening of the Parties. Authories is using solely as Seller's agent, and nothing in this Agreement, of observed to community and other including the selection of the selec a partnership or joint venture.
- 35. Governing Law; Jurisdiction: Venue: Disputa Resolution. This Agreement will be governed by and construed in according to with the base of the State of Massis-typic, including its statutes of limitations, but without regard to 4th rules governing conflict of laws. Any continens or citizen series and out of or relating to this Agreement, on any hearts hereof cell be setted by sinking artistation in accordance with the fidulescept Unitime Anthradion Laws and will be instituted and resistanting in Fornat County, Mississippi, the aircome and the processing beautiful for beginning that any any and such law can available of or connected to a benefit of his other developments and the processing behavior of or connected to a benefit of his other developments. All the instituted and maintained in Fornat County, Mississippi or any other glace to which in Accordance respects contents on while, SCLLEST Workford and maintained in Fornat County, Mississippi or any other glace to which is Accordance respects contents on while, SCLLEST Workford and maintained in Tornat County.
- Binding Effect. This Agreement will be binding on, and will fount to the benefit of, the parties and their respective being, if representatives, successions, and assigns, as the case may be.
- Atternoys' Fees, Should Auctioneer pursa in any literator to enforce the provision of the Agreement, or otherwise related a meaning, Solier will pay all of Auction et a custs and expenses, including reas a second allotmeys' face.
- Headings. The Section headings used in this Agreement are for the consequence of reference only, and do not control or the meaning, construction, scope, or intent, of this Agreement or any of its provisions.
- Entire Agreement. This Agreement constitutes the entire agreement of the parties and experiences any and all prior written
  or end understandings or agreements and any and all contemporaneous oral understandings of agreements with respect to the
  statistic tradated of this Agreement.
- Amendment. This Agreement may only be modified or amended by a writing signed by both parties.
- Signatures; Counterparts. The Agreement may be executed may are unusually, executable, digitally, or by any other means discommend in order to signature of a party and may be executed in order made counterparts.

INTENDING TO BE LEGALLY BOUND, the parties have executed this Agreement as of the data first written above non a con y melissa

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is Authorized Representative
Signature:
Date:

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14.7. Auctioneer's Right of Set-Off. Auctioneer may apply any proceeds from the Auction against any outstanding

15. Auctioneer's Right to Estatish Fair Market Value by Ruying Back Withdrawn Lodgy on Seller's Behalf, if Seller Withdrawn Lodgy on Seller's Behalf, if Seller Withdrawn structure of Control (Charge pin a reflected Lodgy in the sale castoo), and (i) except the control of the sale castoo), and (i) except the sale castoo (the sale castoo), and (i) except the sale castoo (the sale castoo). An of interest the sale castoo (the sale castoo) and (i) except the sale castoo (the sale castoo) and (ii) except the sale castoo (the sale castoo) and (ii) except the sale castoo (the sale castoo) and (ii) except the sale castoo (the sale castoo) and (iii) except the sale ca

16. Selfer's Representations and Warranties, Seller represents and warrants, as follows:

- 6.1. Seller's Solvency, Except as otherwise disclosed to Auctioneer in woring. (i) Seller is currently solvent; (ii) nether scale and one of Configured Property is the subject of proceedings in balancypting or receiverable, and Seller has not incrimed any codice of the possible or glorand conveniencement of properdings in balancetry or receiverable; (iii) Seller has not mode any subspiresort(ii) for the baretst of properties and (iii) Seller has not made any subspiresort(iii).
- 16.2. Goed Title: Encumbrances, Seler (i) owns the Consigned Property in fee simple absolute, or (ii) is legally authorised to sell or make other disposition of the Consigned Property, and of which is fine from any fines and escuricaces of their those texts and an extension account of their positions of the property from these feels and extensionates can distribute by golder, in which is with old solderings at or print to the Authorise, or with improperties from a consistency of the properties from the properties from
- 16.3. No Infringement, Neither Seller's use or sale of the Contigned Property, or any of it, not the adventure in Increase Contigned Property intrage on the rights or inhursts of any other person or write, including, willout both problem to, (i) within the color of the property infringed property interests; (ii) security interests; (iii) security interests; (iii)
- 8.4. Description and Condition of the Consigned Property. Any and all descriptions of the Consigned Property provided by Seder are have and accurate to the sest of Seder's hookedge, and there are no others or insequirities in or damage in the Consigned Property, or any of a chebit Select a name but has fasted be obstocks. Without insigning the generatify of the foregoing control, except an discharge of the Austrace of the Consigned Property as the good operating condition and close of the Consigned Property and Description of
- 4.5. Labels and Marks. To the best of Seller's browledge, the Consigned Property is suitentic, and any brancing, libeling, maters' mans, synakure, trademarks, tade censes, certifications, suctor indicate of odgs are law, accusate, and correct. The accidence is not respectable on any discharge related to personal, or corporary decals, effortation of corner interests fail no or's nor him so did at auction. It is the satisfar septionability to remove as personal dams. The accidence STROKICI, Y RECOGNIZI, Y SELL CONDITIONS of all satisfar in the control of the control of
- 16.6. Hours and Miles Correct. Uthers emerging disclosed to Auctioneer in whiting, to the best of Seller's enumberge, at his area and/or miles there on experience and/or white area in the vehicles are time, correct, and accurate, and he maters, gauges, odometies, or clocks have been alternation, modelled, disconnected, reset, furned-back or charged.
- IE.7. Manufacture's Warralty: Elameded Worralty, Elameded Worralty, Elameded in physical conditions elameded as elameded warralty elameded with the second conditions and elameded warralty elameded or elameded to olding or elameded warralty, and, to the best of Seder's shrowledge, no supplied manufacturer's ownership or entended warranty, and, to the best of Seder's shrowledge, no such modification was been been made of any only the present or eligity.
  - Seller's Authority, Seller has the legal authority to enter into and perform under this. Agreement
- No Conflicts. This Agreement and Solar's portomence under this Agreement do not conflict with, violate, or result 10.3. We Collettifich, trea regressions and select a pistimization a violent than Agreement do violent with, violate, or in a few collections are represented as a second of the Agreement do violated to the collection of the c
- 10.10. No lucturement Base 5 on Statements or Opinions of Value. Seller has not been induced to enter into this Agreement by any statements or opinions of Actioneer regarding (i) the sause of the Consigned Property, or any of it, or (ii) the bids that the Consigned Property, or any of it, or (ii) the bids that the Consigned Property, or any of it, or (ii) the bids

Page 7 of 10	

Satter's Obligations. Sefer acknowledges, covenants, and agrees.

17.1. No Withdrawal of Constituted Property, Decay the second by this Agreement, Seller will not Withdraw, sell, or altempt to sell the Constitute Property, or any of a ware of Accounted a property and accounted a property of the Constitution of

17.2. Delivery to Auction Star, Committee, Seller will, at Balant's expense, deliver the Consigned Property in the Auction Side on or before, (i) fixe of material defects except as discussed to Auctioners in setting, (ii) in the same condition, or better, as when tast viewed by Auctioners, and (iii) in committee and all applicable federat, texting, not that it are, Additionally, at it can be a setting to the setting of the same condition, or better, as when tast viewed by Auctioners, and (iii) in committee and expensed will be (ii) on good operating condition, (ii) with adequate half and totalers; (iii) starting at the kay, and (iv) flavor of histories and expensed will be (iii) on good operating effects of the conditions of the contributed Property of the Auction and the conditions of the Contributed Property, or and visit from the Auction and property of the Auction and the conditions of the Contributed Property, or and visit from the Auction as to promote the sale of the Consigned Property, or and visit from the Auction as to promote the sale of the Consigned Property and and expensed to the conditions of the Auction and required to do so). For vehicles and expensed, visit of the Auction and the Auction and Property and the Auction and Auction Auction and Auction Auction Auction and Auction Auction

- IT.3. Exidence of Tatle. For all Consigned Property with certificates of title or aimitar indicis of comercing, deliter wild deliver, prior to the Austrian, all documents and occurring the Selder's title and sufficient to brancher site (procuring, without pring primate) considerability of the and helpfol enable, and which will be reporter endorsed in learn. The freegoties promised present abundance defined all documentation as provided for above, does not present Austriances, all Austriances's his soils and absolute discretion, from removing or inducing the Contington Report jin the Austriance.
- 17.4. Seller Responsible 1: Repairs, Improvements, Repairs, Etc. Seller is responsible for all repairs, improvements, cleaning and/or painting of the Consum of Property until the Consigned Property is add.
- 17.5. Setter to Attand Auction. Delay or appreciately will be present at the Auction Site on the Auction Date to replement the Property, Auctioner assumes no responsibility for ensuring Setter is present at the Auction and has no responsibility for the pose the Property may set for at the Auction.
- 17.6. Execution of Documents. Seller will execute and deliver any and all documents as may be reasonably necessary to affect the sale of the Consisted Process, or any of it.
- 7.7. Taves, Uens, and Encumbrances, Seller acknowledges and ogrees that any and obtaxes, films, and encumbrances agond the Consigned Property, and any of s, all be upod-and discharged group to the Auction, or hote gross sourcion reventures after desiched of Auctionary Commission, by byers Pretrums, and costs and executives presents according to the Auction of the Appearance, the Seller will possible Auctionary with any and all records or malerabs evidencing lazes, films, or mountain segments. As only of a first possible Auctionary with any and all records or malerabs evidencing lazes, films, or mountain segments against the Configured Property or any of it.
- 17.8. Delivery of Geod Trile to Buyor(u). Salar will deliver good side to the Buyor(s) of the Consigned Property, free and clear of any and all bens and microtifearcus. Frunter to be foregoon, feater authorizes Acquiremen to salisty any and all tens against the Consigned Property from the process of one process making any destablishing to Gene.
- Tax Clearance Certificates, if necessary, to pass clear title, the Seller will obtain a tax clearance certificate, or similar such certification, warm such applicable taking authority
- 17.10. Care, Handling, and Preservation of Consigned Property. From and of at the execution of this Agreement, Saler saleguerd and execution all Consigned Property that remains in Saler's possession, care, custody, or control in its current condition will salegued and execution all Consigner Property that remains in Seller's possession, care, custody, or control in its curre and will take any and all steps as may be reasonably occurrent to preserve the Consigned Property from laws or damage.
- 17.11. Insurance: Risk of Loys. Selfer will maintain immatence on the Contigned Property as is resuccessful necession and approximate that of loss to the Consigned Property, or any of X, and approximate property Joss. personal player, or elected approximate the Contigned Property will remain which the Color under proceeds from its self ser are received by Selfer and Contigned to the Contigned Property will remain which the Color under proceeds from its self ser are received by Selfer and Contigned Property will remain the the Color under property will remain the the Color under Selfer self-response to the Contigned Property will remain under the Color under the
- 18. Authorization to Secretic Title. In Audiometr's soils and absolute relaction, Audiometr may, but will not be required to. (1) conduct statements and this waith offers actions in may be massed, by excessing a place does not present accurate against the Considered Property. (I) contact products to verify amounts delated or otherwise necessary to close title. In mile (3) regolded to any comprometre necessary to close title. In mile (3) regolded to any.
- LMITED POWER OF ATTORNEY. Sellar appoints Auctioners, and any agent or representative of Auctioners, as Sellar's utcorreprinted to the express and limited purposes, on taltier's behalf and at Sellar's expense, (i) to obtain any and at certificately of little or other footing or environment on the increasury to demonstrate Sellar's exercise by in the Consigned Property, and (ii) to execute and deliver any and all documents or certificates as may be necessary for transfer rittle. Consignati Property, and (b) to execute and deliver any and all documents or certificates as may on necessar to the Buyersh. A Acutioner of binin certification of this, fedler with tenhrura Auction for the costs and ex-plies an administrative fee of Ome Hundred Dollars (\$250,00) per certificate.

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20. Security Interest, Safer hereby grants Auction
the Consigned Property
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In form UCC-1 are heretry grants Auctioneer a valid, enforceable, and connecting security interest in, and firm against, in pagment of any and all amounts that and evenin, or that may become does and evening to cover to properly, associat on Select's behalf, and fils in win the appropriate offer, any and all processary to effective the profession for account profession and fee, including, without in form UCC-1 and continuous mathematics on form UCC-1.

21. Indereutification. In Geford, indexectly and hold Auctioneer Parmites thom and against any and all claims, demands, solve, actions, causes of articles, demands, coins of charges shabstown articles (non, or in any way related in, or a Auction and/or the Augment of the Control of the Cont

Risk of Them, Damage, or Destruction of the Consigned Property. Beller at Annual speed that there is a risk of amage, or destruction of property consigned to auction. Auctioneer at each be lighter for the construct of firid paries.

Delivery to Buyer; Taxes, All Lots with be delivered to Buyers at the Auction Site, and applicable state and local taxes, including sales tax, will be calculated an the Contract Price.

24. Collection of Payments. Austionees will receive payment for all Consigned Property cold. Payments may be made in the form of cash, personal or business check, certified studie, credit or debt card, or wire handler. Austionant will make reasonable and continues afform to looking apparent on early check and early payable to Austionate that are returned for installinent funds, or that have otherwise been dishovered by the drawee bank, but Austionees is not a guaranter of any such payments.

25. Accounting, Auctioneer will provide and economing and will pay Soller the net proceeds from the Auction on or before twell to not \$230 to Auction \$40 to

26. Claims by Others. If, at any time pilor to the distribution of the met proceeds from the sale of the Custigned Property, or any of it, Auctioneer receives mixtor of a claim by any person or entity against fielder. One Consigned Property, or opening Auctioneer and season of the Consigned Property or or opening and the design fined to the Consigned Property, or opening Auctioneer with respect to the Consigned Property or or opening and the design fined to the Consigned Property or or opening fined the Statist, Augent or the Statist, and the season of the Consigned Property (and in Califor). Accidence will consider a forcible or a must of the proceeding all and a may be executed by account of the Consigned Property (and in Califor). Accidence will consider a should, we close, or must of the proceeding all and any be executed by account of the consideration of the second of a feature, and a pellag proceedings. under this Section, Seder will be responsible for any and all costs and expenses incurred by Auctioneer, including at

Austlan Prices; Fair Market Valve, Seles understands, acknowledges, and agrees that: (i) Austlancet has made no representations, processes, or everames as to the amounts that may be bid for the Consigned Proporty, or any of it, at the Auction; and (ii) the Extreme Price entitle histor that are market value for exists of each of the Australian.

28. United Conneigned Progesty. Any Consigned Property net and at the Auction that remains in Auctionser's possession after the Auction must be restricted by Sietler which send (10) days that the Auction. Staffer's failure to remove any sended Consigned Property will be deemed to be Sentin's consent for Auctionser's residence to be Sentin's or private saids on such terms as Auctioneer's residence the Senting Consent for Auctionser's residence to send south of the Auctionser's residence must be paid in full before any sended Consigned Property is removed from seproprise, they are designed from the Auctionser's residence must be paid in full before any sended Consigned Property and all as such amounts have been paid. Note that are a facility of the Consigned Property and all as such amounts have been paid. Note that are a facility of the Consigned Property and all as such amounts have been paid. Note that are a facility of the Consigned Property and all as such amounts have been paid. Note that are a facility of the Consigned Consig

 Auctioneer's AddRinnel Remedies. If Solite broaches of any of Seler's obligations under this Agreement, Auctioned may, at Auctioneer's sole and desirule objection, emony any or aft of the Constigued Property from the Auction, and collect both Sec and and all applicable fees, including an amount equal to Auctioneer's Commission, Outputs Premission, and estimates dependent-linctation or removal of any Constigued Property by Auctioneer will coll trail, modify, or waithe any other rights Auctioneer may fatter under this Agreement or under applicable laws, all of about the commander. JUTE O

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Page 9 of 10

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