

LEGAL NAME OF SELLER: Montague County	DATE: (DD/MM/YYYY)
JURISDICTION OF INCORPORATION/REGISTRATION:	SALES REP: Logan Maywald

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

**1. SELLER INFORMATION**

Account Name Doing Business As Local Language Seller Name	Montague County Montague County
Seller Business Address	17139 FM 455, Forestburg, TX, United States of America, 76239
Authorized Representative	Roy Darden
Title of Authorized Representative	Commissioner
Phone	1 (940) 366-0050
Fax	
Email	dardenpct1@gmail.com

**2. COMMERCIAL TERMS APPLICABLE TO LIVE AUCTION EVENT**

Equipment	The Seller authorizes RB Group to offer and sell the equipment listed on Schedule A (" <b>Schedule A Equipment</b> ") for sale by RB Group through unreserved public auction occurring at a RB Group site or designated offsite location (the " <b>Live Auction Event</b> ").
Delivery	The Seller will deliver Schedule A Equipment, at the Seller's cost, to the auction site (the " <b>Site</b> ") no later than 01/05/2018 (dd/mm/yyyy). The Seller may elect for RB Group to arrange for delivery of the Schedule A Equipment to the Site by indicating the same in Schedule A. If delivery by RB Group is elected, the Seller will be charged a delivery fee equal to the actual cost of delivery plus 10%.
Live Auction Event Onsite	RB Group will, as agent of the Seller, offer Schedule A Equipment, together with any additional items delivered by the Seller to the auction site, for sale at the Live Auction Event on the date and location set out in Schedule A.
Titled Equipment	The Seller hereby appoints RB Group as its attorney-in-fact with a limited power of attorney (" <b>LPOA</b> ") to execute on the Seller's behalf, all documents necessary and required to transfer title to, and permit registration of ownership of, any portion of the Schedule A Equipment to the buyer; provided, however, if original titles or a notarized LPOA are required by federal, state, provincial or local regulation to transfer title, the Seller will provide RB Group with either, as applicable, (i) signed original titles, or (ii) a notarized LPOA and unsigned original titles at least two weeks prior to the Live Auction Event. Failure to provide title(s) and/or an LPOA as required may prevent the Schedule A Equipment being made available for sale at the Live Auction Event until such documentation is provided.

**3. COMMERCIAL TERMS APPLICABLE TO MARKETPLACE**

Equipment	The Seller authorizes RB Group to offer and sell the equipment listed on Schedule B (" <b>Schedule B Equipment</b> ", and collectively with Schedule A Equipment, the " <b>Equipment</b> ") through one or more of RB Group's online marketplace events hosted by www.ironplanet.com, www.govplanet.com or www.truckplanet.com (collectively, the " <b>Marketplaces</b> ", and each a " <b>Marketplace</b> "), as indicated by the "Sale Type" selected by the Seller and noted on Schedule B.
Listing Fees	A Listing Fee will apply for each unit of Schedule B Equipment that the Seller lists on the Marketplaces.
Equipment Condition	The Seller agrees that the Schedule B Equipment will remain in the same or better condition as when previously inspected by RB Group. In the event of any unforeseen machine failure, the Seller agrees to

	make the necessary repairs to bring the Schedule B Equipment to the same condition as when inspected by RB Group.
<b>Titled Equipment</b>	The Seller hereby appoints RB Group as its attorney-in-fact with a limited power of attorney ("LPOA") to execute on the Seller's behalf, all documents necessary and required to transfer title to, and permit registration of ownership of, any portion of the Schedule B Equipment to the buyer; provided, however, if original titles or a notarized LPOA are required by federal, state, provincial or local regulation to transfer title, the Seller will provide RB Group with either, as applicable, (i) signed original titles, or (ii) a notarized LPOA and unsigned original titles at least two weeks prior to the time of listing. Failure to provide title(s) and/or an LPOA as required may prevent the Schedule B Equipment being made available for sale on the Marketplace(s) until such documentation is provided

**4. GENERAL COMMERCIAL TERMS**

<b>Proceeds</b>	Unless otherwise specified in writing, the Seller acknowledges that there is no guarantee whatsoever as to the gross proceeds to be realized from the sale of the Equipment.
<b>Title Transfer Fees; Lien Search Fees</b>	The Seller will pay lien search fees, title transfer fees and any other fee applicable as set out in the Terms & Conditions for each unit of Equipment, unless otherwise specified. RB Group will deduct such fees from any amounts owing to the Seller.
<b>Commission Rate</b>	<p>RB Group will be entitled to a commission based on the gross sale price of each piece of Equipment as follows:</p> <p>(a) <del>15.00%</del> <b>10.00 %</b> for any lot in excess of <b>USD 2,500.00</b>; and</p> <p>(b) <b>25.00 %</b> for any lot realizing <b>USD 2,500.00</b> or less, with a minimum fee of <b>USD 100.00</b> per lot.</p> <p style="text-align: center;">Seller Initials <span style="float: right;">RB Group Initials</span></p> <div style="display: flex; justify-content: space-around; width: 100%;"> <div style="border: 1px solid black; width: 60px; height: 30px; margin: 0 auto;"></div> <div style="border: 1px solid black; width: 60px; height: 30px; margin: 0 auto;"></div> </div>

<b>Terms &amp; Conditions</b>	<p>This Agreement incorporates by reference the terms and conditions located at <a href="https://www.rbauktion.com/legal-policies/seller-terms-and-conditions/">https://www.rbauktion.com/legal-policies/seller-terms-and-conditions/</a> in force as of the Effective Date ("<b>Terms and Conditions</b>"). By initialing here, the Seller acknowledges that (i) the Seller has received a copy of the Terms and Conditions with this Agreement, (ii) it is the Seller's responsibility to familiarize itself with the Terms and Conditions, and (iii) the Seller is bound by the Terms and Conditions.</p> <div style="text-align: right; margin-top: 10px;"> <table border="1" style="border-collapse: collapse;"> <tr> <td style="padding: 2px;">Seller Initials</td> </tr> <tr> <td style="height: 30px;"></td> </tr> </table> </div>	Seller Initials	
Seller Initials			

<b>Refurbishment</b>	The Seller elects to have RB Group arrange for the welding, sandblasting, painting, cleaning, and other refurbishing (the " <b>Refurbishing</b> ") of the Equipment to a standard acceptable to RB Group. : <b>NO</b> Should RB Group organize and pay for the Refurbishing of any part of the Equipment, RB Group will be reimbursed for these costs plus 10.00 % provided that the total cost will not exceed <b>USD0.00</b> without the Seller's consent.
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<b>Fuel/Batteries/Tire Repair Costs</b>	The Seller will reimburse RB Group for the cost plus 10% of fuel, batteries and tire repair as RB Group deems necessary for the demonstration and sale of the Equipment, if applicable.
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**5. LIENS/ENCUMBRANCES**

<b>ARE THERE ANY LIENS ON THE EQUIPMENT?</b>	<b>NO</b>
<b>SELLER'S INTERNAL CONTACT REGARDING LIENS AND TITLES (Name/Phone/Fax/Email):</b>	<p><b>Name:</b>Roy Darden  <b>Phone:</b> 1 (940) 366-0050  <b>Fax:</b>  <b>Email:</b> dardenpct1@gmail.com</p>

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

**6. MISCELLANEOUS**

<b>Entire Agreement; Priority</b>	This Agreement, together with the Terms and Conditions, contains the entire agreement of the parties with respect to the subject matter hereof and supersedes all previous communications, representations, understandings and agreements, either oral or written, between the parties. In the event of a conflict between the provisions of this Agreement and the Terms and Conditions, this Agreement will control.
<b>Counterparts</b>	This Agreement may be executed in counterparts, each of which will be considered an original, but all of which together will constitute the same instrument. Execution and delivery of this Agreement may be evidenced by facsimile, PDF, electronic signature, or acknowledgement email and will hold the same force and effect as an original signature for purposes of binding the parties.
<b>Term</b>	This Agreement is valid only for the Equipment listed on Schedule A and Schedule B from the Effective Date until such Equipment is sold or withdrawn pursuant to the terms of this Agreement.
<b>Currency and Payment</b>	Unless otherwise stated in the Terms and Conditions, all prices noted in this Agreement are listed in the currency of the country in which the Equipment is located at the time such Equipment is offered for sale. The same currency will be used for invoice and payment.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date, and each represents and warrants to the other that it has validly entered into this Agreement and has the legal power to do so.

<b>SELLER: Montague County</b>			
<b>Name:</b>	Roy Darden	<b>Title:</b>	Commissioner
<b>By (Signature):</b>		<b>Date Signed:</b>	(dd/mm/yyyy)

<b>RITCHIE BROS. AUCTIONEERS (AMERICA) INC.</b>			
<b>Name:</b>	Logan Maywald	<b>Title:</b>	Territory Manager
<b>By (Signature):</b>		<b>Date Signed:</b>	(dd/mm/yyyy)

<b>IRONPLANET, INC.</b>			
<b>Name:</b>	Logan Maywald	<b>Title:</b>	Territory Manager
<b>By (Signature):</b>		<b>Date Signed:</b>	(dd/mm/yyyy)

SCHEDULE A TO AGREEMENT

EQUIPMENT FOR LIVE AUCTION EVENT

SELLER'S NAME: Montague County

Listed

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#	Item Description – Manufacturer, Model, Serial Number, Description, Auction Date and Location	Encumbrance Holder Company/Contact Name/Email Phone/Fax/Account (if none, state 'nil')	Amount Owing on Encumbrance
1	Manufacturer: Cat Model: D7E Description: Military Machine Type: Crawler Tractor S/N: 76E401 Tires / U/C: 60% Owner To: Wash C/W: Hyster Winch Auction Date and Location: Fort Worth, TX, USA - May 15, 2018	nil	
2	Manufacturer: Champion Model: 720A Machine Type: Motor Grader S/N: 720A1871671780687 Hrs/Mil: 14721 Auction Date and Location: Fort Worth, TX, USA - May 15, 2018	nil	
3	Manufacturer: Mack Machine Type: Truck Tractor (T/A) S/N: 355902 Hrs/Mil: 105662 Owner To: Wash Auction Date and Location: Fort Worth, TX, USA - May 15, 2018	nil	

Seller	RBGroup



# MACK TRUCKS, INC.

ALLENTOWN, PA., U.S.A.

BULL DOG ®

THE TRUCK CAPITAL OF THE WORLD

MODEL



VEHICLE IDENTIFICATION NUMBER (VIN)

1M2N179Y6GA004056

R686ST

"PERFORMANCE COUNTS" ®

4MR2575A