

ACCESS AGREEMENT

Before you ("you" or "**Buyer**") are permitted to buy any equipment from Seller (the "**Equipment**"), Seller requires that you read and accept the following terms in addition to the Ritchie Bros. Auctioneers (America) Inc. and/or Kruse Energy & Equipment Auctioneers, LLC (together, the "**Auctioneers**") Bidder Terms and Conditions ("**Buyer Terms**"). Note that the identity of Seller will be disclosed to the successful bidder.

1. In the event that you must access one of Seller's sites (each, a "**Seller's Site**") to pick-up the Equipment, the following terms shall govern such access:
 - 1.1 You and your employees, subcontractors or other agents ("**Personnel**") must successfully complete any safety orientation or other similar programs as Seller may require before being allowed access to Seller's Site.
 - 1.2 You and Seller shall agree to a pick-up date and time at least 1 business days in advance.
 - 1.3 You shall, as applicable, diligently complete any deconstruction, cleaning and packing of the Equipment from Seller's Site as is reasonably required to collect and remove the Equipment from Seller's Site and to restore Seller's Site to Seller's reasonable satisfaction (the "**Works**"). All costs and expenses relating to the Works shall be your sole responsibility.
 - 1.4 For purposes of this Agreement, references to "**you**" or "**Buyer**" shall include any of your Personnel.
 - 1.5 In performing the Works, you shall:
 - (a) ensure that you and your Personnel comply with all necessary licenses, registrations, permits and consents, and comply with any and all codes, statutes, laws, regulations, rules, permits, licenses, orders and directions of any governmental, regulatory or administrative body, agency, board or authority that has authority over you, Seller, the Equipment or the Works, and which are applicable to you, Seller, the Equipment or the Works ("**Applicable Laws**") and directions of Seller;
 - (b) provide all equipment, tools, materials and other property required to perform the Works;
 - (c) maintain Seller's Site in a tidy and workmanlike manner and free of debris, to the satisfaction of Seller. All residual scrap in connection with the Works shall be stacked ready for removal at your expense, or stockpiled within Seller's Site at a location designated by Seller;
 - (d) comply, at all times, with Seller's Site policies, procedures, management systems and requirements;
 - (e) not bring any hazardous materials onto Seller's Site. You shall be liable for any environmental contamination and responsible for any remediation in accordance with Applicable Laws and Seller's instructions, to the satisfaction of Seller; and
 - (f) ensure that all oil and lubricants removed from the Equipment during deconstruction are placed into suitable containers in accordance with Seller's policies and procedures and Applicable Laws, placed in a bounded area designated by Seller, and removed from Seller's Site, at your expense.
 - 1.6 Prior to entering Seller's Site to carry out the Works, you must procure and maintain at your own expense the following minimum insurance coverage:
 - (a) Workers' compensation or equivalent insurance, to the full extent required in the jurisdictions in which the Works are being completed;
 - (b) Comprehensive/commercial general liability insurance with a bodily injury, death and property damage limit of not less than \$2,000,000 inclusive and including the Auctioneers and Seller as additional insureds, including extensions known as: cross liability; blanket contractual; products and completed operations; personal injury; non-owned automobile liability; and pollution liability; and
 - (c) Compulsory automobile liability insurance, covering all motor vehicles owned, operated or licensed by Buyer or any of its Personnel with a bodily injury, death and property damage limit of not less than \$2,000,000 inclusive and including the Auctioneers and Seller as additional insureds.
 - 1.7 You acknowledge that the Equipment is being sold on an as-is, where-is basis with no representations or warranties whatsoever other than clear title.
 - 1.8 In consideration of Seller allowing you to enter onto Seller's Sites to facilitate the removal of the Equipment, you, on behalf of yourself and your agents, representatives, employees, invitees, licensees, and subcontractors agree to indemnify, hold harmless, and defend the Auctioneers, Seller, their agents, members, employees, officers, directors, and affiliates, including any Chapter 7 Trustee (collectively, "**Seller Parties**"), from and against all liability, loss, injury, damage, demand, obligation, suit, judgment, execution, claim, lien, cost, or expense of any nature, including reasonable attorney's fees and costs, arising from or in connection with the Works, except to the extent that such claims, lawsuits, damages, or costs are caused by the gross negligence or willful misconduct of Seller Parties.
2. You and/or your Personnel must remove purchased Equipment from Seller's Site by no later than 30 days from the date hereof unless an extension is agreed upon by Seller. In the event that you fail to remove the Equipment by such deadline, you will be deemed to have abandoned the Equipment and ownership will revert to Seller. There will be no refund of your purchase price for the Equipment in the event of your abandonment of the Equipment and you forfeit all rights you may have to your purchase price in such event. This Access Agreement (this "**Agreement**") and your purchase of the Equipment and the Works will be governed by the laws of the State of Texas, the United States Bankruptcy Code, the Federal Rules of Bankruptcy Procedure and any other applicable local bankruptcy rules. Any dispute, controversy or claim arising out of or related to this Agreement shall be resolved by the United States Bankruptcy Court for the Southern District of Texas, Victoria Division (the "**Bankruptcy Court**"), Case #20-60030 (CML), and each of the parties hereto irrevocably attorns and submits to the exclusive jurisdiction of the Bankruptcy Court. **The parties irrevocably waive the right to demand a trial by jury in any dispute arising from or relating to this Agreement or the sale of the Equipment.** This Agreement, the Buyer Terms and any invoice or bill of sale that may be issued constitutes the entire agreement relating to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, whether verbal or written. No failure on the part of any party hereto to exercise any right or remedy will operate as a waiver thereof. In the case any of the provisions of this Agreement should be found to be invalid, illegal or unenforceable in any respect, the validity, legality or enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby. You shall not assign this Agreement without the prior written consent of Seller. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns. This Agreement may be executed by fax, PDF, or other electronic transmission and in counterpart, each of which when taken together shall be deemed to constitute an original and form part of the same document, and be effective and binding on all parties.

You acknowledge that you have read and understand these terms and conditions. Agreed to by Buyer as of _____, 2020.

(insert Buyer
entity name (if applicable))

Ritchie Bros. Auctioneers (America) Inc. on its behalf and
that of Kruse Energy & Equipment Auctioneers, LLC and
Seller

Per: _____

Per: _____

Name: _____

Name: _____

Title: _____

Title: _____