

LEGAL NAME OF SELLER: Wise County.	DATE: 15/8/2023 (DD/MM/YYYY)
JURISDICTION OF INCORPORATION/REGISTRATION:	SALES REP: Clay Haynes

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.

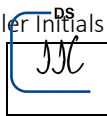


1. SELLER INFORMATION	
Account Name Doing Business As Local Language Seller Name	Wise County.
Seller Business Address	PO Box 952, Decatur, TX, United States of America, 762340952
Authorized Representative	Judge JD Clark
Title of Authorized Representative	County Judge
Phone	1 (940) 627-3312
Fax	
Email	diana.allen@co.wise.tx.us

### 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> ”) at the Live Auction Event.
Delivery	The Seller will deliver each item of Schedule A Equipment, at the Seller’s cost, to the corresponding location specified in Schedule A (each a “ <b>Site</b> ”) no later than the delivery date, if applicable, also specified therein. 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	RB Group will, as agent of the Seller, offer Schedule A Equipment, together with any additional items delivered by the Seller to the Site and received by RB Group, for sale at an RB Group scheduled unreserved public auction to be held on or about on the date(s) specified in Schedule A (the “ <b>Live Auction Event</b> ”).
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	RB Group will advertise for sale the equipment listed on Schedule B (“ <b>Schedule B Equipment</b> ”, and collectively with Schedule A Equipment, the “ <b>Equipment</b> ”) which the Seller desires to offer for sale through one or more of RB Group’s online marketplaces (collectively, the “ <b>Marketplaces</b> ”, and each a “ <b>Marketplace</b> ”), as indicated by the “ <b>Sale Type</b> ” 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
<b>4. GENERAL COMMERCIAL TERMS</b>	
<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 <del>USD3,000.00</del> <b>2,500.00</b>; and</p> <p>(b) <del>25.00%</del> <b>15.00 %</b> for any lot realizing <del>USD3,000.00</del> <b>2,500.00</b> or less, with a minimum fee of <b>USD 195.00</b> per lot.</p> <div style="display: flex; justify-content: space-around; align-items: center;"> <div style="text-align: center;"> <p>Seller Initials</p>  </div> <div style="text-align: center;"> <p>RB Group Initials</p>  </div> </div>
<b>Terms &amp; Conditions</b>	<p>This Agreement incorporates by reference the terms and conditions located at <a href="https://www.rbauction.com/legal-policies/seller-terms-and-conditions">https://www.rbauction.com/legal-policies/seller-terms-and-conditions</a> ( <b>Terms and Conditions</b> ) in force as of the Effective Date ("Terms and Conditions"). 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;">  </div>
<b>Refurbishment</b>	The Seller elects to have RB Group arrange for the welding, sandblasting, painting, cleaning, and other refurbishing (the "Refurbishing") 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.
<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.
<b>5. LIENS/ENCUMBRANCES</b>	
<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> Judge JD Clark</p> <p><b>Phone:</b> 1 (940) 627-3312</p> <p><b>Fax:</b></p> <p><b>Email:</b> diana.allen@co.wise.tx.us</p>

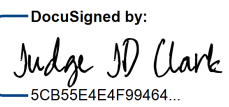


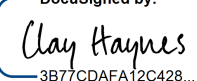
1. If "Yes," please provide information for each of the lien holders for blanket liens below and as requested in the applicable Schedule.
2. Unless otherwise disclosed herein, the undersigned, on behalf of the Seller, certifies that all Equipment is or will be free of all liens, charges, security interests, 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.

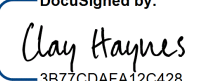
#### 6. MISCELLANEOUS

<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: Wise County.</b>			
<b>Name:</b>	Judge JD Clark	<b>Title:</b>	County Judge
<b>By (Signature):</b>	DocuSigned by:  5CB55E4E4F99464...	<b>Date Signed:</b>	15/8/2023 (dd/mm/yyyy)

<b>RITCHIE BROS. AUCTIONEERS (AMERICA) INC.</b>			
<b>Name:</b>	Clay Haynes	<b>Title:</b>	Territory Manager
<b>By (Signature):</b>	DocuSigned by:  3B77CDAFA12C428...	<b>Date Signed:</b>	15/8/2023 (dd/mm/yyyy)

<b>IRONPLANET, INC.</b>			
<b>Name:</b>	Clay Haynes	<b>Title:</b>	Territory Manager
<b>By (Signature):</b>	DocuSigned by:  3B77CDAFA12C428...	<b>Date Signed:</b>	15/8/2023 (dd/mm/yyyy)





**SCHEDULE A TO AGREEMENT**

**EQUIPMENT FOR LIVE AUCTION EVENT**

SELLER'S NAME: Wise County.

#	Item Description – Manufacturer, Model, Serial Number, Description, Auction Event and Date, Delivery	Encumbrance Holder Company/Contact Name/Email Phone/Fax/Account (if none, state 'nil')	Amount Owning on Encumbrance
1	Year: 2005 Manufacturer: Mack Model: CH613 Description: 2005 Mack CH613 T/A Dump Truck Machine Type: T/A Dump Truck S/N: 1M1AA13Y95N157819 Auction Event and Date: Fort Worth, TX, USA - Sep 19, 2023 Delivery Location: Fort Worth - RB Yard Delivery Date: 4/9/2023 (dd/mm/yyyy)	Nil	
2	Year: 1998 Manufacturer: Ford Model: 9522 Description: 1998 Ford 9522 Water Truck Machine Type: Water Truck S/N: 1FTYA96Y9WVA08059 Auction Event and Date: Fort Worth, TX, USA - Sep 19, 2023 Delivery Location: Fort Worth - RB Yard Delivery Date: 15/8/2023 (dd/mm/yyyy)	Nil	

<b>Legend</b>	
PoR	Price on Request

Seller 	RB Group 
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SCHEDULE B TO AGREEMENT

EQUIPMENT FOR ONLINE MARKETPLACE SALE

SELLER'S NAME: Wise County.

Note – Currently there are no assets scheduled to be sold through Marketplace

Seller JSC	Buyer Group CA
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