



INTERNET AUCTION AGREEMENT

Auction Date / Title: 161101gov

SELLER INFORMATION

Customer No. (if known): 163990 Segment: Gov
 Company Name: Brookings County, SD
 Representative Name: Richard Birk Representative Title: Highway Sup
 Street: 520 3rd St., Ste 210
 City: BROOKINGS State: Sd ZIP: 57006
 Phone: 605-696-8205 Cell: _____
 Email: dbirk@brookingscountysd.gov

Seller Commission: 0 % (minimum of \$ 0)
 Seller Paid Marketing: \$ 0 Marketing Funds Advanced By Seller: \$ 0
Additional Expenses Paid By Seller
 Pre-Auction Setup, Cleanup & Preparation: \$ 0 Post-Auction Cleanup & Load Out: \$ 0
 Listing Fee Per Item: \$ 0 Mileage Per Mile: \$ 0

AGREEMENT TO SELL AT AUCTION

Seller hires Purple Wave, Inc. ("Auctioneer") exclusively to sell, as Seller's agent, the Property listed on Exhibit 1 (or any other assets made available for sale) at public auction, and Auctioneer agrees to use its best professional efforts to auction the Property. This auction contract sets out the parties' auction services agreement ("Agreement").

A. AUCTIONEER WILL DO THE FOLLOWING:

1. Exercise its best professional judgment and effort to lot and market the Property in a manner that is most likely to yield the best net sales prices under the circumstances. Although Auctioneer will use its best efforts, no guarantees or representations regarding the level of bidder interest the Property may attract, number of bids or ultimate price that may be received are made by Auctioneer.
2. Use its best efforts to qualify bidders and collect payment from them when the auction is over. However, Auctioneer does not guarantee collection of payment from winning bidders.
3. Settle the Auction with Seller within 20 business days after the Auction occurs. Any special settlement instructions should be given to Auctioneer at the time this Agreement is signed. Until settlement distribution is made, Auctioneer may hold any marketing expenses advanced by Seller and auction proceeds in an interest bearing account maintained by Auctioneer and retain the interest earned.

B. SELLER UNDERSTANDS AND AGREES TO THE FOLLOWING:

1. Seller has the power to sell and convey the Property free and clear of any liens or encumbrances without consent or approval of any third party and without condition or contingency except as expressly noted otherwise in this Agreement.
2. The Property will be sold "absolute" and "without reserve," and the highest bid accepted by Auctioneer is the hammer price Seller will accept for the Property, less the compensation due Auctioneer. Once Auctioneer has placed the Property on www.purplewave.com and received a bid on it, the Auction has begun and the Property must and will be sold for the highest bid received by the end of the Auction. Auctioneer may use words indicating the absolute nature of the auction in its event advertising.
3. It is illegal and against Auctioneer's policies for Auctioneer (acting as Seller's agent), Seller or someone else acting on Seller's behalf to bid on the Property. In the event Seller or someone bidding on Seller's behalf bids on the Property, Seller will pay Auctioneer two times the Seller Commission and Buyer's Premium Auctioneer would have otherwise earned on the declared final bid price for the Property, regardless of whether Seller, Seller's agent or an innocent third party is the declared winner of the Property. If an innocent third party is the declared winner, then Auctioneer may

complete the sale to that innocent third party and adjust the purchase price to reflect the last good faith bid.

4. If Seller notices anything missing or incorrect about the Property description on www.purplewave.com or in the auction advertising, then Seller will notify Auctioneer right away.
5. The Property is or will be free and clear of encumbrances or liens before conclusion of the Auction. All known encumbrances will be listed on a separate form called the Encumbrance Disclosure, and Auctioneer is authorized to work directly with the encumbering party to clear the encumbrance. Seller will deliver to Auctioneer any certificate of title Seller has at the beginning of the auction, and Auctioneer may defer commencement of the Auction until a certificate of title is delivered.
6. As partial compensation for Auctioneer's services, Seller agrees to pay Auctioneer the Seller Commission stated above, applied against the high bid(s) received for the Property at the Auction. Seller agrees Auctioneer may also collect from each winning bidder a standard buyer's premium of 10% of the high bid(s) for the Property and retain those amounts as additional compensation for Auctioneer's services. Seller also agrees that Auctioneer may charge and collect late payment fees from winning bidders and retain those fees as additional compensation for the extra effort needed to address late payment issues.
7. Seller will pay the "Seller Paid Marketing" and the "Additional Expenses Paid By Seller" noted above.
8. Seller will not sell, remove or withdraw any portion of the Property from the Auction except with prior written consent by Auctioneer and only after reimbursing Auctioneer (a) the full Buyer's Premium and Seller Commission for the Property based on a third party appraisal and (b) all expenses for advertising, advertising retractions, promotion, out of pocket expenditures, and Auction execution expenses accrued as of the date of cancellation or withdrawal.
9. The Property will be represented and sold in its "as is, where is" condition, without warranties of any kind by Seller or Auctioneer. Seller will complete all Property information and condition disclosure forms requested by Auctioneer. If there is a dispute with a winning bidder over the condition of the Property, Auctioneer will attempt to resolve the issue on behalf of Seller but may, if necessary, seek Seller's assistance in the resolution. Seller agrees to hold Auctioneer harmless from and protect Auctioneer against losses or claims related to the condition of the Property except in situations where Auctioneer is at fault. Seller should maintain casualty insurance for the Property until possession is transferred to the winning bidder. Auctioneer will consider but is not required to list some or all of the Property with limited condition warranties upon Seller's request. Any winning bidder demands arising out of a limited condition warranty may be resolved by Auctioneer or referred to Seller for resolution. In either event, if a refund or adjustment is made, Seller will pay Auctioneer the greater of (a) \$25.00 per lot or (b) the total Buyer's Premium and Seller Commission lost as a result of any refund or adjustment, whichever is greater.
10. Auctioneer will post the results of the Auction, including realized bid prices, on Auctioneer's website.
11. The Property will sell in an Internet-only auction on Auctioneer's website.

C. MISCELLANEOUS

This Agreement shall be governed by Kansas law, without regard to its law pertaining to conflict of laws, and any dispute shall be decided in the District Court of Riley County, Kansas. The Parties consent to that venue and to that court's personal jurisdiction. Auctioneer may waive any provision of this Agreement at any time, but no such waiver shall effect any other provisions nor shall it amount to a permanent waiver of that particular provision. This Agreement may be executed in duplicate and in counterparts, but all counterpart signatures shall constitute one original. Facsimile signatures and scanned/emailed signatures on this Agreement shall be as sufficient as original ink signatures. This Agreement is the whole agreement between the parties and all prior discussions, agreements or understandings are completely merged into and superseded by this Agreement.

The parties execute this Agreement effective the last date written below:

SELLER
Signature: Richard Birk
Title: Highway Superintendent
Name Printed: Richard Birk
Date: _____

AUCTIONEER - PURPLE WAVE, INC.
Signature: _____
Title: TM
Name Printed: Pat Hoffman
Date: _____



ENCUMBRANCES DISCLOSURE

Seller: Richard Birk with Brookings County, SD Customer Number: 163990

Effective Date of Disclosure: _____ Auction Date: 161101gov

Answer each of the following regarding assets we are contracting to sell.

- 1. Do you or your business own all the assets we are contracting to sell?
(if no, a separate contract is required for each asset owner.) Yes: No:
- 2. Do you or your business owe money on these assets? Yes: No:
- 3. Do you or your business have a secured line of credit for which these assets may be considered collateral? Yes: No:
- 4. Do you or your business have any tax liens?
(if yes, contact Dave Sommers IMMEDIATELY.) Yes: No:
- 5. Have you been or are you involved in any recent, current or pending bankruptcy filings, lawsuits, or other events that could result in others making claims against the final settlement of asset proceeds? Yes: No:
- 6. Will any of these assets be part of a 1031 Like-Kind Exchange? Yes: No:

Additional Information Required

If you answered Yes to 2. or 3. above; please complete the following:

Lending Institution	Lender Contact	Lender Phone Number

Seller verifies the completeness and accuracy of the foregoing information to the best of Seller's knowledge. Seller agrees that Auctioneer may review public records as to lien-status of assets.

Seller Signature: Richard Birk

Date: _____



SPECIAL SETTLEMENT INSTRUCTIONS

(print additional pages as needed)

Seller: Richard Birk with Brookings County, SD Customer Number: 163990

Auction Date: 161101gov

INSTRUCTIONS

If Property is being sold as part of a Like-Kind Exchange, pursuant to section 1031 of the Internal Revenue Code as enacted by the Congress of the United States of America, please complete the 1031 Like-Kind Exchange Special Settlement Instructions form.

In accordance with the Internet Auction Agreement, net proceeds from the auction of your Property will be settled within 20 business days after the auction occurs.

By default, Purple Wave will disburse the net proceeds to you, by check, using the information on the Internet Auction Agreement. If you would like the proceeds dispersed to multiple payee's and/or via wire transfer or ACH, please complete the following information below.

I instruct Purple Wave, Inc., to disburse the net proceeds from auction of my Property as follows:

Payee #1

Payee Name: Brookings County, SD
Street: 520 3rd St., Ste 210
City: BROOKINGS State: Sd Zip: 57006
Phone: 605-696-8205
Email: dbirk@brookingscountysd.gov

This Payee should receive (choose one):

- All net proceeds from all Property OR
- Net proceeds from the following lots within the auction:

Payee #1 Wire/ACH Instructions

Bank Name: _____
ABA Routing Number: _____
Account Name: _____
Account Number: _____

Payee #2

Payee Name: _____
Street: _____
City: _____ State: _____ Zip: _____
Phone: _____
Email: _____

This Payee should receive (choose one):

- All net proceeds from all Property OR
- Net proceeds from the following lots within the auction:

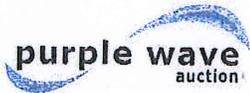
Payee #2 Wire/ACH Instructions

Bank Name: _____
ABA Routing Number: _____
Account Name: _____
Account Number: _____

Seller Signature:

Richard Birk

Date _____



Auction Planning Form

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163990
Pat Hoffman 0%
161101gov

HOW TO USE THIS FORM:

purplewave.com

purplewave.com

LOCATION OF ITEMS

Complete location information. Check the box if you do not want company or full address published to purplewave.com

Company/Department Brookings County, SD Address 422 Western Ave
 City Brookings State Sd Zip 57006

Do NOT publish company/department to purplewave.com Do NOT publish full address to purplewave.com

QUESTIONS ABOUT THE ITEMS SHOULD BE DIRECTED TO:

Complete contact information. Check the box if the information can be published to purplewave.com.

Name(s): Richard Birk Publish to website?
 Email(s): dbirk@brookingscountysd.gov
 Phone(s): 605-696-8205

Same as above QUESTIONS ABOUT INSPECTION SHOULD BE DIRECTED TO:

Complete contact information. Check the box if the information can be published to purplewave.com.

Name(s): _____ Publish to website?
 Email(s): _____
 Phone(s): _____

INSPECTION DETAILS (check all that apply)

Inspections are by appointment only

Notes: _____

Please call in advance

Inspections are during the following dates and times:

Date:	Times:
Date:	Times:
Date:	Times:

Same as above QUESTIONS ABOUT LOAD-OUT SHOULD BE DIRECTED TO:

Complete contact information. Check the box if the information can be published to purplewave.com.

Name(s): _____ Publish to website?
 Email(s): _____
 Phone(s): _____

LOAD-OUT DETAILS (check all that apply)

Inspections are by appointment only

Notes: _____

Please call in advance

Load-out is available during the following dates and times:

Date:	Times:
Date:	Times:
Date:	Times:

Can you provide...? (check all that apply)

Load-out assistance? Vehicle start assistance?
 Forklift? Loading dock?

Items must be removed by 14 days after auction
 Minimum is 7 days from the date of the auction. Default is 14 days after the auction.

PAID INVOICES SHOULD BE SENT TO:

List any additional people to receive paid invoices at the end of the auction (location contact above is included by default)

Email _____ Fax: _____
 Name: Richard Birk Email: dbirk@brookingscountysd.gov Fax: 605-696-8278
 Name: _____ Email: _____ Fax: _____