

LEGAL NAME OF SELLER: County Of Santa Barbara	DATE: (DD/MM/YYYY)
JURISDICTION OF INCORPORATION/REGISTRATION:	SALES REP: Jason Rodriguez

This ANNUAL MULTI-CHANNEL SALES AGREEMENT (this “Sales Agreement”) is entered into as of the date first written above (the “Effective Date”) by and between the applicable Ritchie Bros. entity/entities set forth in the applicable Terms and Conditions (as defined herein) (“RB Group”) and the customer identified above, including those affiliates and subsidiaries, if any, specified and provided to RB Group in the form attached as Schedule D (collectively the “Seller”) for the sale of equipment through a Live Auction Event or the Marketplaces and other services described herein.

1. SELLER INFORMATION	
Account Name Doing Business As Local Language Seller Name	County Of Santa Barbara
Seller Business Address	4430 Calle Real, Santa Barbara, CA, United States of America, 931101002
Authorized Representative	Travis Spier
Title of Authorized Representative	Authorized Signatory
Phone	1 8056815626
Fax	
Email	tspier@countyofsb.org

2. COMMERCIAL TERMS APPLICABLE TO LIVE AUCTION EVENT

Schedule A Equipment	The Seller may authorize RB Group during the Term to offer and sell through unreserved public auction occurring at an RB Group site or designated offsite location (each, a “Live Auction Event”) the equipment (i) listed on one or more lists of equipment provided to RB Group substantially in the form attached as Schedule A, (ii) designated for sale by the Seller using other written means acceptable to RB Group, or (iii) where applicable, designated for sale through the RBAS Business IMS (as defined below) or such other RB Group approved inventory management system (collectively, the “Schedule A Equipment”). Where a Seller provides notification under (i) or (ii) above to sell Schedule A Equipment, Seller will include a description of the Equipment, the proposed sales channel, auction date and location (if applicable), and liens (if applicable). RB Group may rely on any of the foregoing actions as Seller’s irrevocable instruction and authorization to offer and sell such Schedule A Equipment through the designated Live Auction Event. RB Group must be notified of new Schedule A Equipment at least 15 days prior to the scheduled Live Auction Event, and 30 days in advance if advertising of a specific piece is requested.
Delivery	The Seller will deliver Schedule A Equipment, at the Seller’s cost, to the auction site (the “Site”) no later than 15 days prior to the scheduled Live Auction Event. The Seller may elect for RB Group to arrange for delivery of the Schedule A Equipment to the Site by providing RB Group with a written request. 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 indicated by the Seller in accordance with the “Schedule A Equipment” clause above.
Titled Equipment	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 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.
Refurbishment	The Seller may direct RB Group in writing to arrange for the welding, sandblasting, painting, cleaning, and other refurbishing (the “ Refurbishing ”) of the Schedule A Equipment to a standard acceptable to RB Group, provided that the cost for the Refurbishing shall not exceed any maximum amount authorized by the Seller to RB Group in writing at the time such direction is given. The Refurbishing shall be subject to the Refurbishment Fee set out in the applicable Terms and Conditions.

3. COMMERCIAL TERMS APPLICABLE TO MARKETPLACES

Schedule B Equipment	RB Group will during the Term advertise for sale through one or more of RB Group’s online hosted marketplaces (collectively, the “ Marketplaces ”, and each a “ Marketplace ”) the equipment (i) listed on one or more lists of equipment provided to RB Group substantially in the form attached as Schedule B, (ii) designated for sale by the Seller using other written means acceptable to RB Group, or (iii) where applicable, designated for sale through the RBAS Business IMS (as defined below) or such other RB Group approved inventory management system (collectively, the “ Schedule B Equipment ”, together with Schedule A Equipment, the “ Equipment ”). Where a Seller provides written notification under (i) or (ii) above to sell Schedule B Equipment, Seller will include a description of the Equipment, the proposed sales channel, the sale type (for example, Weekly Feature Auction, Buy Now, Make Offer, Reserve, or where available, Sealed Bid), and liens (if applicable). RB Group may rely on any of the foregoing actions as Seller’s irrevocable instruction and authorization to advertise for sale such Schedule B Equipment through the designated Marketplace(s).
Listing Fees	A Listing Fee, as set out in Schedule C, 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.
Titled Equipment	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. INVENTORY MANAGEMENT SOFTWARE SERVICES

Software Services	RB Group will, for no additional cost to Seller, configure a unique account for Seller in RB Group’s hosted environment enabling Seller’s authorized users to access and use the Ritchie Bros. Asset Solutions Business inventory management system operated as a software-as-a-service by RB Group (the “ RBAS Business IMS ”). Subject to Seller’s and its authorized users’ compliance with the General Service Terms (defined below), RB Group will make the RBAS Business IMS available to Seller to manage and assign access and use authorizations to users for Seller’s own business purposes on a non-exclusive basis for the Service Term noted below. Seller acknowledges and agrees that RB Group will have access to the RBAS Business IMS in order to support Seller’s disposition of equipment or other related service or support requests.
Service Term	Seller will be permitted to access and use the RBAS Business IMS for the duration of this Sales Agreement noted in Section 7 below.
Support Services	Basic support per the Basic Support Policy (as defined below) will be available.

5. GENERAL COMMERCIAL TERMS

Proceeds	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.
Title Transfer Fees; Lien	The Seller will pay lien search fees, title transfer fees and any other fee applicable as set out in the Terms

<p>Search Fees</p>	<p>and Conditions for each unit of Equipment, unless otherwise specified. RB Group will deduct such fees from any amounts owing to the Seller.</p>		
<p>Fuel/Batteries Cost</p>	<p>The Seller will reimburse RB Group for the cost plus 10% of fuel and batteries as RB Group deems necessary for demonstration and sale of the Equipment, if applicable.</p>		
<p>Terms & Conditions</p>	<p>This Sales <i>Agreement</i> incorporates by reference the following terms and conditions located at https://www.rbauction.com/legal-policies/seller-terms-and-conditions or its successor website in force as of the Effective Date (“Terms and Conditions”):</p> <p>(i) Ritchie Bros. seller terms and conditions for Live Auction Events and Online Marketplaces (other than the SalvageSale Marketplace); (ii) Salvage Sale terms and conditions for the SalvageSale Marketplace; and (iii) the RB Asset Solutions general service terms (“General Service Terms”) and basic support services policy (“Basic Support Policy”). By initialing here, the Seller acknowledges that (i) the Seller has received a copy of the Terms and Conditions with this Sales 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: 20px;"> <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			
<p>Commission Rate Schedule A Equipment</p>	<p>For Schedule A Equipment sold through a Live Auction Event, RB Group will be entitled to a commission based on the gross sale price as follows:</p> <p style="margin-left: 40px;">a) 15.00% 10.00 % for any lot in excess of USD 2,500.00; and</p> <p style="margin-left: 40px;">b) 25.00 % for any lot realizing USD 2,500.00 or less, with a minimum USD 100 fee per lot.</p> <div style="display: flex; justify-content: space-around; margin-top: 20px;"> <div style="text-align: center;"> <p>Seller Initials</p> <input style="width: 60px; height: 30px;" type="text"/> </div> <div style="text-align: center;"> <p>RB Group Initials</p> <input style="width: 60px; height: 30px;" type="text"/> </div> </div>		
<p>Commission Rate Schedule B Equipment</p>	<p>For Schedule B Equipment sold through a Marketplace, RB Group will be entitled to a commission based on the gross sale price as follows:</p> <p style="margin-left: 40px;">a) 15.00% 10.00 % for any lot in excess of USD 2,500.00; and</p> <p style="margin-left: 40px;">b) 25.00 % for any lot realizing USD2,500.00 or less, with a minimum USD 100 fee per lot.</p> <div style="display: flex; justify-content: space-around; margin-top: 20px;"> <div style="text-align: center;"> <p>Seller Initials</p> <input style="width: 60px; height: 30px;" type="text"/> </div> <div style="text-align: center;"> <p>RB Group Initials</p> <input style="width: 60px; height: 30px;" type="text"/> </div> </div>		

6. LIENS/ENCUMBRANCES	
<p>SELLER’S INTERNAL CONTACT REGARDING LIENS AND TITLES (Name/Phone/Fax/Email):</p>	<p>Name: Travis Spier Phone: 1 8056815626 Fax: Email: tspier@countyofsb.org</p>

1. For any current blanket liens registered against the Seller please provide information for each of the lien holders as specified below. Any new blanket lien holders or change in existing blanket lien holders that affects Equipment being designated for sale must be communicated to RB Group at the time the Seller notifies RB Group of its intention to sell such Equipment.
2. Unless the Seller otherwise discloses to RB Group in writing, 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.

Blanket Lien Holder	Account No.	Contact Person	Phone/Fax/Email

7. MISCELLANEOUS

Entire Agreement; Priority	This Sales 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 Sales Agreement and the Terms and Conditions, this Sales Agreement will control.
Counterparts	This Sales 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 Sales 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.
Term	The term ("Term") of this Sales Agreement will be a two (2) year period commencing on the Effective Date. This Sales Agreement shall automatically renew for a single further one (1) year period at the end of the Term ("Renewal Term") unless the Seller or RB Group provides the other with written notice of intent to withdraw at least thirty (30) days before the commencement of the Renewal Term.
Currency and Payment	Unless otherwise stated in the Terms and Conditions, all prices noted in this Sales 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.

SELLER: County Of Santa Barbara

Name:	Travis Spier	Title:	Authorized Signatory
By (Signature):		Date Signed:	(dd/mm/yyyy)

RITCHIE BROS. AUCTIONEERS (AMERICA) INC.

Name:	Jason Rodriguez	Title:	Territory Manager
By (Signature):		Date Signed:	(dd/mm/yyyy)

IRONPLANET, INC.

Name:	Jason Rodriguez	Title:	Territory Manager
By (Signature):		Date Signed:	(dd/mm/yyyy)

RITCHIE BROS. ASSET SOLUTIONS INC. (only with respect to the obligations set forth in Section 4)

Name:		Title:	Authorized Signatory
By (Signature):		Date Signed:	(dd/mm/yyyy)

SCHEDULE A TO AGREEMENT

EQUIPMENT FOR LIVE AUCTION EVENT

EQUIPMENT FOR LIVE AUCTION EVENT UNDER ANNUAL MULTI-CHANNEL SALES AGREEMENT DATED _____ (DD/MM/YYYY)

SELLER'S NAME: _____

SALE SITE: _____ SALE DATE: _____

1. 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.
2. For greater certainty, lien search fees will apply regardless of the Seller's response.
3. Pursuant to the terms and conditions of the above-mentioned Sales Agreement, the Seller hereby consigns the Equipment listed below to the auction sale noted above. Delivery of the Equipment will be on or before _____ (dd/mm/yyyy).

Sch A #	Item Description – Manufacturer, Model, Serial Number, Description Auction Date and Location	Encumbrance Holder (if none, state 'nil')	Amount Owing on Encumbrance
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

Note: For blanket liens, the blanket lienholder is only required to be listed in the first applicable instance.

Refurbishment	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. <input type="checkbox"/> YES <input checked="" type="checkbox"/> OR <input type="checkbox"/> NO 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% provided that the total cost will not exceed _____ dollars (\$ _____) without the Seller's consent.
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OWNER CODE

SCHEDULE B TO SALES AGREEMENT

EQUIPMENT FOR ONLINE MARKETPLACE SALE UNDER ANNUAL MULTI-CHANNEL SALES AGREEMENT DATED (DD/MM/YYYY)

SELLER'S NAME: _____

1. 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.
2. For greater certainty, lien search fees will apply regardless of the Seller's response.
3. Pursuant to the terms and conditions of the above-mentioned Sales Agreement, the Seller hereby authorizes the sale of the Equipment listed below through the online Marketplaces using the sale type specified below.

Sch B #	Item Description – Manufacturer, Model, Serial Number, Description	Encumbrance Holder and Contact information (if none, state 'nil')	Amount Owning	Sale Type	Inspection Type
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					

LEGEND:	
Inspection Reqs:	FI = Full Inspection B = Photos and Basic Functionality PO = Photos Only (non-powered units)

OWNER CODE

SCHEDULE C TO SALES AGREEMENT

LISTING FEES FOR SCHEDULE B EQUIPMENT

Fee Class Description	North America	
	Single-unit rate	Multi-unit rate
Photos Only Inspection	\$300	\$150
Photos and Basic Inspection	\$300	\$300
Tier 1	\$500	\$325
Tier 2	\$575	\$375
Tier 3	\$750	\$500
Tier 4	\$900	\$600
Tier 5	\$1100	\$725

Note: Each trip is subject to a minimum charge of 375 in the currency which the Equipment is located at the time such Equipment is offered for sale.

Listing Fee Equipment Class Breakdown:

- **Photos Only Inspection:** Photos only and IronClad Assurance®: Parts, attachments, and equipment that will not be functionally tested or don't have engine/motors
(Ex. Attachments, Parts, Portable Structures, Tools, Lasers & GPS)
- **Photos & Basic Inspection:** Photos and Basic Inspection without IronClad Assurance®: Eligible items will be required to meet the following Age or Usage criteria:
 - Age - Must be 10+ years old; or
 - Usage - Equipment > 16K hours (1.6K hours/year)
 - Usage - Vehicles (Light/Med Duty) > 150K miles (15K per year)
 - Usage - Vehicles (Heavy Duty) > 750K miles (75K per year)
- **Tier 1: Full Inspection and IronClad Assurance®.**
(Ex. Lifts < 50', Balers/ Hay Equipment, Drill Equipment, Concrete Equipment, Landscaping Equipment, Trailers)
- **Tier 2: Full Inspection and IronClad Assurance®.**
(Ex. Lifts > 50', Compactors > 48", Trailers (Dump, Tanker, Livestock), Trucks (Cargo, Dump, Fuel/Lube, Service, Tractor), Vans)
- **Tier 3: Full Inspection and IronClad Assurance®.**
(Ex. Backhoe Loader, Crawler Loader < 7cy, Crawler Tractors < 100hp, Trucks (Boom, Quad/A Dump, Highline, Service w/ Crane, Winch, Underground Mining))
- **Tier 4: Full Inspection and IronClad Assurance®.**
(Ex. Aircraft, Asphalt Equipment, Concrete Equipment (Paver, Trimmer, Spreader), Crawler Loader > 7cy, Crawler Tractors > 100hp, Excavators (Highway Wheeled, Long Reach, Track < 70T, Wheel), Forklifts (Pneumatic tire > 15,000lb, Container Handler), Harvesters, Scrapers, trucks (Mixer, Off-Road, Vacuum))
- **Tier 5: Full Inspection and IronClad Assurance®.**

Internal Use Only

Annual Multi-Channel Sales Agreement with:

Legal Name of Seller:	Dated: (dd/mm/yyyy)
Owner Code:	

(Ex. Cranes, Crushers, Excavators (Front Shovel, Track > 70T), Trucks (Off-Road > 50T), Wheel Dozers > 500hp)

- **Pricing on Request:** Large asset classes, plants, manufacturing equipment, etc.

* *Additional Items within each asset class. Please contact your sales representative for any questions on equipment types and inspection rates.*

SCHEDULE D TO THE SALES AGREEMENT

SELLER AFFILIATES AND SUBSIDIARIES FORM

Capitalized terms used but not defined will have the meaning given in the Sales Agreement identified in the footer below. The following affiliates and subsidiaries of Seller may access RB Group services pursuant to the Sales Agreement and agree to be bound by its terms:

	Affiliates and Subsidiaries	Signature	Date of Signature (dd/mm/yyyy)
1.			(dd/mm/yyyy)
2.			(dd/mm/yyyy)
3.			(dd/mm/yyyy)
4.			(dd/mm/yyyy)
5.			(dd/mm/yyyy)
6.			(dd/mm/yyyy)
7.			(dd/mm/yyyy)

Internal Use Only

Annual Multi-Channel Sales Agreement with:

Legal Name of Seller:	Dated: (dd/mm/yyyy)
Owner Code:	