

## **Removal Procedures and Sale Terms**

### **Removal Procedures**

1. For the purposes of the sale, a “Fixture” means any equipment, machinery or other article meeting any one of the following criteria:
  - (a) Weight in excess of 100 pounds.
  - (b) Attached to the floor.
  - (c) Attached to and/or using electricity, gas, compressed air or ventilation.
2. For the purposes of this sale, any buyer of any item(s) is deemed to be the Purchaser as to the item(s) so purchased. Sellers shall be Curran Miller Auction Realty, Inc. on behalf of Fifth Third Bank and any Trustee in bankruptcy of Krieger-Ragsdale & Co., Inc. Landlord shall be Norman Avenue Properties, LLC.
3. All Fixtures shall be removed only by a licensed, bonded and insured contractor (a “Contractor”) acceptable to Sellers. Each Purchaser is responsible for the actions of their Contractor.
4. All Contractors or Purchasers must present to Sellers an original insurance certificate with general liability limits of at least \$2,000,000 and such other insurance as the Sellers require (see attached sample for exact minimums) endorsed to the Sellers before the commencement of any removal activities. The Sellers have the right to reduce or eliminate the requirements of this paragraph at its sole discretion.
5. Should any existing pits, floor bolts or hazard of any type exist after removal of equipment, it is the responsibility and cost of the Purchaser to guard these areas using generally accepted safety practices, such as safety tapes, pipes or bars welded in place, or suitable safety barrier, acceptable to Sellers. All floor bolts and/or anchoring fasteners are to be cut flush to the floor and the area left broom clean.
6. Miscellaneous conduit, wires and threaded studs in cement must also be removed by Purchaser.
7. Machines are to be staged for loading in the area assigned by Seller personnel.
8. No electrical panel, wiring, breaker, buss-header or conduit may be removed or disturbed except that which must be removed pursuant to the following:
  - (a) Conduit and wiring to be totally removed from header to the Fixture and in such a manner as to not disturb upstream or downstream utility.
  - (b) Conduit and wiring to be capped in a workmanlike manner at headers and in such a manner as to not disturb upstream or downstream utility.
  - (c) Sellers, may pre-establish service junction disconnects and mark with spray paint. Capping shall be done immediately above the spray paint mark.
9. Any hydraulic fluid, ink, die or oil leaks created during the disassembly or removal process are the Contractor/Purchaser’s responsibility to clean up.
10. It is the Contractor/Purchaser’s responsibility to remove any fluid, including, without limitation, ink, dye and oil from the machines purchased before removal of the machine in a workman-like fashion and to dispose of said fluids in accordance with any and all local, state and federal laws. Contractor/Purchaser must take full responsibility for and ensure that there is no release to the environment of any hazardous wastes or substances as are defined in applicable Federal, State and Local Statutes, Regulations, Rules or Ordinances.

11. It is the responsibility of the Contractor/Purchaser to disconnect all electrical power to the machines and needs to be done by a licensed tradesman. Purchasers must check to make sure the power is off to the machines before disconnecting. In cases where the Seller is responsible for disconnect, the applicable Purchaser will be notified in advance.
12. No trucks are to be left running in an enclosed building.
13. Ventilation ducting from the Fixture to roof or wall penetration must be removed; however, no roof, wall, curb or seal may be removed or disturbed.
14. No part of the sprinkler or fire suppression system may be removed or disturbed.
15. No part of the building lighting system may be removed or disturbed.
16. No utility connection, primary electric service, electrical panel or breaker may be removed or disturbed.
17. No part of the HVAC system may be removed or disturbed.
18. "Cut-down scrapping" will not be permitted in the building.
19. Before any equipment is removed, the Contractor/Purchaser shall take all measures necessary to protect the floor and any damage to the floor is Contractor/Purchaser's responsibility to repair.
20. Theft will not be tolerated and Sellers reserve the right to inspect all trucks, toolboxes and rigger cases. Instances of theft will result in the immediate termination of removal privileges and
21. full-allowed prosecution by law.
22. Contractor/Purchasers must present the original Authorized Agent Release Form to authorized Seller personnel prior to removal of any equipment.
23. Fixtures shall be removed from the floor so as to leave a flat surface beneath the Fixture, except as provided in section 5 of these Procedures, with floor based connections cut off even with the floor.
24. Any damage to the building caused by the removal of any equipment shall be paid for by the Purchaser thereof. Any surface or structural damage to walls, ceilings, floors, overhead doors, gates, etc. will be Contractor/Purchaser's responsibility. Seller personnel are instructed to report damage to the Sellers' home office and counsel for Sellers immediately. Contractor/Purchasers will not be permitted to leave with equipment until repairs are made.
25. Each Purchaser and Contractor hereby agrees to and shall indemnify, defend, and hold Norman Avenue Properties, LLC, Krieger-Ragsdale & Co., Inc., and each Seller, including, without limitation, Fifth Third Bank, any trustee in any Bankruptcy of Krieger-Ragsdale & Co., Inc., and Curran Miller Auction Realty, Inc. and each of their employees, agents, officers, directors, owners, successors and assigns (the "Indemnitees") harmless from and against any and all losses (including, without limitation, diminution in value of the building and/or real estate), claims, demands, actions, suits, damages (including, without limitation, punitive damages), expenses (including, without limitation, remediation, removal, repair, corrective action, or cleanup expenses), and costs (including, without limitation, actual attorneys' fees, consultant fees or expert fees and which are brought or recoverable against, or suffered or incurred by the Indemnitees or any of them) as a result of or related to any breach of any of these Removal Procedures by such Purchaser and/or their Contractor.

26. Purchasers and Contractors who leave equipment and/or tools at the premises do so at their own risk. Indemnitees are not liable for equipment and/or tools left at the premises.
27. The Indemnitees are a third party beneficiary of the terms of these procedures and the sale terms and may enforce the same against any Purchaser and any Contractor.
28. If any one or more of the Indemnitees take any action to enforce the performance by any Purchaser or Contractor of these procedures or sales terms and/or to remedy a breach hereof, such Indemnitees shall be entitled to recover any and all reasonable attorneys' fees and costs incurred in connection with such action from such Purchaser and/or their Contractor.
29. Each Contractor and Purchaser shall execute a copy of these Removal Procedures and Sales Terms acknowledging the receipt thereof and the fact that they are bound by the terms thereof before any removal may occur; however, any person or entity signing these Removal Procedures and Sales Terms shall be bound thereby upon their execution, even if no other person or entity signs the same and/or the Removal Procedures are not fully executed.

### Sale Terms

1. **There will be no warranty relating to title, possession, quiet enjoyment, or the like in this disposition. All items will be sold AS IS and WHERE IS WITH ALL FAULTS pursuant to Section 9-610 of the Uniform Commercial Code. All warranties, including, without limitation, warranties of merchantability and/or fitness for a particular purpose, with respect to anything sold are hereby and shall be at the sale expressly disclaimed.**
2. The Removal Procedures must be followed and are a part of the sale.
3. All items purchased must be removed pursuant to the Removal Procedures and the Removal Procedures complied with on or before 5:00 PM on **September 28, 2009**. Any item not removed by such date and time shall be deemed abandoned and may be removed and/or disposed of by Sellers without refund of any kind, and the cost of such removal and/or disposal shall be paid by Purchaser upon demand .
4. Cash or Check the day of the auction, provided, however, Seller has the right to require certified funds or bank letter at its discretion.
5. This Agreement is to be made under and shall be construed in accordance with the laws of the State of Indiana, without regard to any choice of law rules or choice forum or venue rules which would require this Agreement to be construed under the laws of another jurisdiction or would require or allow disputes arising under this Agreement be venued and heard in the Indiana State Courts not located in Vanderburgh County, Indiana or United States Federal Courts located in Vanderburgh County, Indiana.

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SOLE VENUE FOR RESOLUTION OF ANY DISPUTES ARISING UNDER THESE REMOVAL PROCEDURES AND SALE TERMS OR RELATED TO THE SUBJECT MATTER HEREOF SHALL BE IN THE INDIANA STATE COURTS LOCATED IN VANDERBURGH COUNTY, INDIANA AND THE UNITED STATES FEDERAL COURTS LOCATED IN VANDERBURGH COUNTY, INDIANA. EACH OF THE UNDERSIGNED IRREVOCABLY (A) SUBMITS TO THE EXCLUSIVE JURISDICTION OF THE STATE AND FEDERAL COURTS HAVING JURISDICTION IN THE COUNTY OF VANDERBURGH AND STATE OF INDIANA, AND (B) WAIVES ANY OBJECTION WHICH IT/HE/SHE MAY HAVE AT ANY TIME TO THE LAYING OF VENUE OF ANY PROCEEDING BROUGHT IN ANY SUCH COURT, WAIVES ANY CLAIM THAT ANY PROCEEDING HAS BEEN BROUGHT IN AN INCONVENIENT FORUM AND FURTHER WAIVE THE RIGHT TO OBJECT, WITH RESPECT TO SUCH PROCEEDING, THAT SUCH COURT DOES NOT HAVE JURISDICTION OVER SUCH PARTY.

THE UNDERSIGNED HEREBY WAIVE TRIAL BY JURY IN RELATION TO THIS AGREEMENT, THE OBLIGATIONS, THE SALE OR ANY TRANSACTION OR DOCUMENTS IN ANY WAY RELATED THERETO OR ANY ACTION, PROCEEDING, CLAIM OR COUNTERCLAIM, WHETHER IN CONTRACT OR TORT, AT LAW OR IN EQUITY, ARISING OUT OF OR IN ANY WAY RELATED TO ANY OF THE FORGOING. NO OFFICER OF THE SELLER HAS AUTHORITY TO WAIVE, CONDITION, OR MODIFY THIS PROVISION.

The foregoing is hereby acknowledged and agreed upon:

**“Purchaser”**

\_\_\_\_\_ [name of  
Purchaser]

By: \_\_\_\_\_  
[signature]

Printed: \_\_\_\_\_

Its: \_\_\_\_\_

**“Contractor”**

\_\_\_\_\_ [name of  
Contractor]

By: \_\_\_\_\_  
[signature]

Printed: \_\_\_\_\_

Its: \_\_\_\_\_