

RIGGING AND REMOVAL PROCEDURES

This acknowledgement pertains to the equipment sold by Schrader Real Estate and Auction Company, Inc. on behalf of Trupointe, Inc. via online auction conducted on June 25, 2014 and June 26, 2014.

Prior to the rigging and/or removal of any equipment purchased at the auction ("Purchased Equipment"), this acknowledgment must be signed by the Buyer of the Purchased Equipment or the person who is responsible for the rigging and/or removal of the Purchased Equipment as an agent of the Buyer.

Buyer shall remove the Purchased Equipment as soon as possible, but not later than December 15, 2014 unless prior arrangements have been made with Jay Darner at Trupointe, Inc. Buyer assumes all risk of loss and damage effective immediately. Buyer assumes all responsibility in connection with rigging and/or removal of the Purchased Equipment, including all expenses and all risk of loss, personal injury and/or damage to the Purchased Equipment or other property.

Attached hereto as **Exhibit A** is a copy of a document entitled "Contractor Procedures" provided by Trupointe, Inc. (the "**Trupointe Contractor Procedures**"). By signing this acknowledgment, the undersigned acknowledges and agrees that:

1. In connection with the rigging and/or removal of the Purchased Equipment, the undersigned agrees to comply with the **Trupointe Contractor Procedures**, including but not limited to the requirements pertaining to insurance coverage and proof of insurance.
2. The terms "Contractor" and "you", as used in the **Trupointe Contractor Procedures**, shall include the Buyer of the Purchased Equipment and any person who is responsible for the rigging and/or removal of the Purchased Equipment as an agent of the Buyer.

Name (print): _____

Company: _____

Signed: _____

Dated: _____

Tel: _____

Email: _____

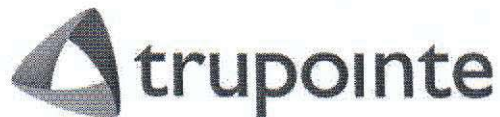


EXHIBIT A

CONTRACTOR PROCEDURES

This company has specific safety responsibilities when hiring contractors to come onto the property or into the buildings or facilities to perform work. Contractors working at our company must abide by the procedures set forth below.

The effectiveness of our contractor safety procedures depends upon the active support and involvement of all employees. These procedures are intended to ensure that all contractor work practices are carried out safely to minimize the possibility of injury or harm to the contractors' employees or our own employees. They are intended to serve as an additional tool in safeguarding the health and safety of employees.

Before providing a service or product to us, you must provide a certificate of insurance that names us as an additional insured with demonstration of the following minimum requirements:

General Liability

- \$1,000,000 each occurrence
- \$5,000 medical expense, any one person
- \$1,000,000 personal and advertising injury, each occurrence
- \$1,000,000 general aggregate
- \$1,000,000 products/completed operations aggregate

Automobile Insurance

- \$1,000,000 CSL (Combined Single Limits)

Excess Liability (Umbrella Liability)

- As required to meet above limits but no less than \$1,000,000 each occurrence (*should match our company's policy limit*)

You must provide a valid certificate showing coverage for workers' compensation. All subcontractors you use must provide us with similar certificates of insurance and workers' compensation coverage.

Use, possession, or being under the influence of illegal drugs and alcoholic beverages is not permitted on our company property. Firearms and weapons are not allowed on our company property.

We store and handle products at this facility with various hazards and potential hazards. A list of the products and their hazards is included. Some materials are flammable/combustible. Obey all posted signs. All containers are provided with manufacturer labels. All tanks are labeled with contents. Material Safety Data Sheets (MSDS) are available in the office.

Signage identifies all confined spaces at this facility. Permits are required to be used for entry into permit required confined spaces and grain storage spaces. Contractors must have and use

their own OSHA compliant permitting process. A copy of the completed permit must be provided to us.

Lockout / tagout procedures must be used for all energy sources prior to servicing machines or equipment. All welding and hot work must be done using permits provided by the contractor.

We may periodically perform a safety inspection of the job site. Contractors shall immediately notify the facility manager of any on-site or off-site inspection by any regulatory agency if the inspection pertains to our facility or project.

Violation of these Contractor Procedures could result in termination of contract with our company.

Contractor Responsibilities

- 1) Designate a representative to coordinate all safety, health, environmental, and regulatory compliance issues and communicate with our designated representative.
- 2) Provide information to our designated representative on any safety and health hazards that may arise during the course of the contractor's work at this company and the means necessary to avoid danger from those hazards, including Hazard Communication and all other potential hazards.
- 3) Comply with OSHA and EPA regulations while on site. Comply with all other applicable local, state, and federal safety requirements, as well as with any safety rules and regulations set forth by this company.
- 4) Provide DOT qualified drivers and trucks.
- 5) Provide tools and equipment for the work, including personal protective equipment (PPE), and ensure the equipment is in proper working order and employees are instructed in its proper use.
- 6) Ensure that any equipment, chemicals, or procedures used by the contractor meet all OSHA requirements. Provide us with MSDSs for any hazardous chemicals brought onto our property.
- 7) Minimize noise, dust, and odors generated during on-site work. Use adequate ventilation when necessary. DO NOT discharge materials to the air, ground, or water systems that may adversely affect the environment.
- 8) Provide employees who are trained in the work practices necessary to safely perform his or her job at this facility.
- 9) Perform its work while the facility is operating, if necessary, and establish necessary safe practices to permit work under operating conditions without endangering this company's

employees, customers, and property. This includes but is not limited to barricading, sign-posting, and fire watches.

- 10) Perform no work on company property unless a representative from the company is present, or as otherwise may be authorized in writing by the company.
- 11) Maintain good housekeeping in the workplace. Job site will be cleaned and organized at the end of the work day. If stored materials are present they must be maintained in good order and stored safely.
- 12) Stop, contain, and/or clean up all spills promptly, if it can be done safely. Report all spills to our designated representative.
- 13) After conclusion of the contract work, the contractor is responsible for cleaning all work areas and disposing of any discarded materials in a proper and legal manner.
- 14) Provide your employees with necessary medical care and first-aid treatment.
- 15) Notify our designated representative immediately of any OSHA recordable injury or illness to contractor or subcontractor employees occurring while on the site of this company. Provide a copy of each accident report to the designated representative.
- 16) Abide by the facility smoking rules. Smoking is prohibited in certain areas.
- 17) Contractor is responsible and accountable for any losses or damages suffered by this company and/or its employees as a result of contractor negligence.
- 18) Advise and train your employees regarding the facility specific issues that are outlined below in the Facility Specific Information section.
- 19) Contractor and all employees must sign in and sign out on the visitor log daily.
- 20) Document contractor employee training.
- 21) Require that all subcontractors abide by the same rules to which the contractor is bound.

Company Responsibilities

- 1) Work directly with the contractor's designated representative, with whom all contacts should be made.
- 2) Communicate thoroughly with the contractor's designated representative any safety and health hazards (particularly non-obvious hazards and hazard communication issues) known to be associated with the work, including those in areas adjacent to the worksite. Examples include known potential fire, explosion, or toxic release hazards. It is the contractor's responsibility to convey this information to its employees.

- 3) Explain the applicable provisions of the facility's Emergency Action Procedures to the contractor, and require that the contractor review the information with all workers who will be at this site.
- 4) Notify contractor employees of potentially hazardous areas and identify by means such as signage, caution tape, barricades, or verbal warnings.
- 5) Makes sure that our employees receive training on all hazards to which they will be introduced by a contractor.
- 6) If our employees will be working with contractor employees, our employees must follow our company procedures. If a contractor is working independently, they should utilize their procedures (lockout, permits, etc.) if they meet minimum regulatory requirements.
- 7) Obtain a copy of each OSHA recordable injury report and property loss report from the contractor and subcontractor.
- 8) Periodically evaluate the contractor's fulfillment of his or her responsibilities under these procedures.
 - a) Note any negligent or unlawful act or condition in violation of safety standards or requirements.
 - b) Notify immediately the contractor's designated representative of any noted items. A written copy of the notice may be sent to the contractor's home office.
 - c) Require the contractor's employees to stop any unsafe act or condition that creates an imminent danger of serious injury. Do not allow work that is in violation of a regulation to continue.

Facility Specific Information

Listed below are common hazards and potential hazards that may be found at this facility, and various products that may pose the hazards.

HAZARD	COMMON PRODUCTS	
Pressurized	Propane Oxygen Natural gas Air line Brake lines Water	Anhydrous ammonia Acetylene Argon gas Hydraulic lines Aerosols
Flammable materials	Gasoline Propane	Acetylene Parts cleaners
Combustible materials	N-Serve Diesel fuel Kerosene Oil-based paints	Thinners Parts cleaners Grain dust Pesticides (some)
Corrosives	Battery acid	Ag lime

HAZARD	COMMON PRODUCTS	
	Pesticides (some)	Anhydrous ammonia
Oxidizers	Oxygen	Ammonium nitrate
Pyrophorics	Aluminum phosphide fumigants (react with water to produce hydrogen phosphide gas which may ignite spontaneously in air)	
Slippery hazard	Liquid fertilizers Diesel fuel Oils Soybeans	Adjuvants Soaps/markers Dry fertilizers
Inhalation hazard	Anhydrous ammonia Insecticides Fumigants	Grain dust Fertilizer dust
Poisonous	Treat all products as if they are poisonous if ingested. Consult the MSDS for proper treatment of each product.	

Should an event or emergency occur that would pose a hazard or danger that would require the evacuation of this facility, the following would be utilized:

1. Alarm system – to notify everyone: Phone intercom or air horn
2. Evacuation Meeting Locations
 - a. Primary Location: In front of main office in parking lot
 - b. Secondary Location: Corner by traffic light, to northwest
 - c. Command Post: = Evacuation Location

RELEASE, INDEMNITY, DISCLAIMER AND HOLD HARMLESS AGREEMENT

Contractor hereby irrevocably releases and irrevocably agrees to indemnify and hold harmless Company and its employees, directors, stockholders, officers and agents from any and all claims, demands, causes of action, damages, losses, injuries and liabilities of any nature whatsoever, both for personal injury, death, property damage and any other type of claim or loss including, but not limited to, attorney's fees and other costs of defending such claims, demands or causes of action, resulting from or arising out of, or caused by the negligence of the contractor, its officers, employees, agents, suppliers or subcontractors.

This Release and Indemnity Agreement applies to Contractor's use, operation, maintenance or installation of any equipment, as well as any other tools, equipment, hand tools, hoists, cranes, scaffolds, lights and any other type of apparatus, facilities or services which Company may loan, furnish, provide, install, operate, maintain or otherwise make available, directly or indirectly for the use by, or on behalf of, said contractor, including its subcontractors and suppliers.

Contractor agrees and understands that use of such equipment or tools, facilities or services furnished by Company is on an as is basis and that Contractor is fully responsible for any and all training of its employees, subcontractors, agents, or officers in the use of such items and is fully responsible for any claim or loss relating to such use, operation, maintenance or installation of such equipment or tools. It is acknowledged that the Company would not offer for use any equipment or tools, facilities or services, directly or indirectly for Contractor's use, operation or installation, but for Contractor's agreement and execution of this Release, Indemnity and Hold Harmless Agreement.

This Release, Indemnity and Hold Harmless obligation shall not be limited in any way by any limitation on the amount of type of damages, compensation or benefits payable to or for the Contractor or its Delegees under workers' compensation acts, disability benefit acts, other employee benefits act or any other act.

Contractor hereby waives any right of subrogation by itself and its insurer(s) against the Company (and its agents, employees and officers) for any of the claims, demands, causes of action, damages, losses, injuries, deaths, and liabilities release, indemnified and held harmless above.

This Release, Indemnity and Hold Harmless Agreement does not supersede, but is pursuant to, any and all other related or applicable provisions established in the Contract Documents.

In the event any portion of this Agreement is unenforceable or invalid under applicable law, it shall be construed as if the unenforceable or invalid portion was excepted and the Agreement as so modified shall remain in full force and effect.

Name of company designated representative: _____

Name of contractor's designated representative: _____

I certify that I have read and understand these **Contractor Procedures** and I agree to follow and abide by them.

Printed Contractor Name

Print Authorized Person's Name

Print Authorized Person's Title

Authorized Signature

Date