

US CRANE EVENT SPECIFIC TERMS

The following event terms and conditions ("**Crane Event Terms**") apply to any IP Marketplace Listing where the Sales Agreement indicates the Equipment will be sold in a US Crane Event, are in addition to the terms and conditions set out in the Seller Terms, and hereby modify sections 1.4, 1.5 and 1.6 of Part C of such Seller Terms to the extent of any conflict. Where Equipment is sold in a US Crane Event on the IP Marketplace, the Crane Event Terms are automatically incorporated by reference into the Agreement. Unless otherwise defined in these Crane Event Terms, capitalized words have the meanings provided in the Seller Agreement or Seller Terms, as applicable. To the extent of any conflict between these Crane Event Terms, Seller Terms and the Sales Agreement, precedence will be given in the following order: (1) Sales Agreement; (2) Crane Event Terms; and (3) Seller Terms.

- 1. Unreserved and Reserve Bidding.** Whether an IP Marketplace Listing is offered with or without reserve will be specified in Schedule B. The minimum price that bidders must meet or exceed in the sale (a "**Reserve Price**") for a unit of Equipment will be agreed upon by you and us and indicated on Schedule B. You agree that RB Group will automatically accept the highest bid and award the Equipment to the high bidder if the Reserve Price has been met. Unless agreed by us in writing, the Reserve Price will not exceed 95% of the estimated auction value of the Equipment as determined by RB Group acting reasonably.
- 2. Reserve Price Not Met.** If the Reserve Price for Equipment is not met, you hereby grant RB Group the exclusive right for up to seven (7) business days after the close of the US Crane Event (the "**Negotiation Period**") to negotiate with bidders on your behalf to complete the sale of your Equipment (a "**Negotiated Sale**"). Any such Negotiated Sale is subject to your prior approval unless RB Group secures an offer to purchase at or above the Reserve Price in which case you agree that RB Group may automatically accept such offer on your behalf. When presented to you for approval, you will have the option to (a) accept an offer lower than the Reserve Price within two (2) business days of receiving notification of the offer from us (the "**Acceptance Period**"); (b) counter offers lower than the Reserve Price with a higher offer ("**Counter Offer**") within the Acceptance Period; or (c) reject offers lower than the Reserve Price within the Acceptance Period. Counter Offers are valid for up to two (2) business days. However, only one Counter Offer can be valid at any time; the last Counter Offer you issue supersedes and invalidates any previous Counter Offers. Upon acceptance by you of an offer or by a bidder of a Counter Offer, or our acceptance of an offer on your behalf as permitted by this section, the Negotiated Sale becomes binding and you are legally bound to complete the transaction. All applicable terms and conditions of the Agreement shall apply to the transaction. You and the buyer will be notified of the formation of an agreement by email or other notification that is generated automatically by RB Group. Subject to RB Group's receipt of payment for the Equipment and prior to RB Group paying any monies due to you, you shall, upon our request, execute a bill of sale, if applicable, and such other documentation as may be reasonably necessary to transfer ownership of the Equipment to the buyer in the Negotiated Sale.
- 3. Negotiated Sale Not Completed.** In the event that you do not approve a Negotiated Sale or the Negotiated Sale does not complete, unsold Equipment will automatically be relisted for sale using a Make Offer fixed price IP Marketplace Listing with a Buy Now price equal to the previously agreed to Reserve Price plus 10% for a period not to exceed the earlier of: (a) 90 calendar days from the effective date of the Sales Agreement; and (b) the date of a subsequently scheduled US Crane Event, if any (referred to as the "**Fixed Price Sale Period**"). If such relisted Equipment does not successfully transact in a fixed price sale, it will, provided we at our sole discretion decide to host a subsequent US Crane Event, automatically be put up for auction in such subsequent US Crane Event at a new Reserve Price which will not exceed any previously advertised Reserve Price and will be mutually agreed to in writing. If we do not decide to host a subsequent US Crane Event within 90 calendar days after expiry of the Fixed Price Sale Period, you may, upon 5 days written notice (email acceptable), either move the unsold Equipment to an unreserved Auction Event via the RB Marketplace at the commission agreed to in the Sales Agreement (and subject to such other fees specified in the Seller Terms) or terminate our engagement to sell and withdraw such Equipment in accordance with the withdrawal provisions of this section. If the new Reserve Price is not met in the subsequent US Crane Event, you hereby grant RB Group the exclusive right for up to seven (7) business days after the close of the subsequent US Crane Event (the "**Second Negotiation Period**") to close a Negotiated Sale on your behalf in accordance with the process set out in section 2 above. At any time prior to expiry of the Fixed Price Sale Period, or after the Second Negotiation Period, you have the option exercisable upon 5 days written notice (email acceptable) to move unsold Equipment to an unreserved Auction Event via the RB Marketplace at the commission agreed to in the Sales Agreement and subject to such other fees specified in the Seller Terms. For clarity, during the period between expiry of the Fixed Price Sale Period and the close of the Second Negotiation Period, the Equipment remains committed to the subsequent US Crane Event and the associated negotiation process, and the option to move Equipment to an unreserved Auction Event is not available during that period except as expressly provided above. For further clarity, any outstanding Listing Fee and other Make Ready or transportation costs to be deducted from sale proceeds will continue to be due and owing and will be deducted from the proceeds collected in the unreserved Auction Sale in accordance with the Seller Terms applicable to RB Marketplace Listings. Alternatively, if after the Second Negotiation Period expires, Equipment remains unsold, you may terminate our engagement to sell and withdraw such Equipment from further sale efforts, provided that you pay us the Listing Fee applicable to the withdrawn Equipment and reimburse any approved Make-Ready or transportation costs that were incurred by us. If you elect to withdraw the Equipment and fail to remove the Equipment within ten (10) calendar days after the close of the Second Negotiation Period from our Site or third-party Sale Site, the Equipment will be subject to storage fees as specified in Section D of the Seller Terms starting on the eleventh day.