

Sellers/Listing Services Addendum
EFFECTIVE DATE: November 13, 2013

EquipNet:

EquipNet, Inc.

5 Dan Road

Canton, MA 02021

Phone: 888-371-6555 Fax: 617-671-1269

Email: customerservice@equipnet.com

Company:

Company name: Saratoga County

Address: 40 McMaster Street

Ballston Spa, NY 12020

Tel: 518-885-2235

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EquipNet Inc, ("EquipNet") provides a service (the "Services") that matches buyers with sellers of used equipment (the "Equipment"). As a result of its limited role, EquipNet has no control over the quality, compatibility, safety or legality of the Equipment offered for sale.

This Sellers Addendum (this "Addendum"), when executed by both parties, will become a part of and incorporated into the EquipNet, Inc. General Terms of Service, the current version of which can be found at www.equipnet.com (the "General Terms") and this Addendum shall supersede the EquipNet's standard Seller's Terms of Service, the current version of which can be found at www.equipnet.com. Accordingly, the term "Agreement" as used in the General Terms shall mean the General Terms plus this Addendum (plus, if Company is also a Buyer, EquipNet's standard Buyer's Terms of Service, the current version of which can be found at www.equipnet.com). All capitalized terms used and not defined in this Addendum will have the meanings given to them in the General Terms.

Upon execution of this Addendum by the parties, Company shall be considered a "Seller Member" and all transactions will be deemed specifically and directly between the seller and the buyer of the Equipment. In addition to EquipNet's Services, EquipNet may also provide other services, such as, on-site project management, consignment, software or valuation services (the "Management Services"). This addendum covers the relationship between EquipNet and the Company. A Sales Agreement ("Sales Agreement") that will be between the Buyer and Company will govern the sale of the items and will be the sole and final document governing the sale of the Equipment.

1.0 Posting Equipment.

1.1 Company is providing EquipNet the exclusive right to market and sell the listed Equipment ("Listing(s)"), attached in Exhibit A.

1.2 Company may provide a Sales Agreement that will be a required to be electronically accepted by the Buyer as a condition of sale if they wish to have different terms other than those already accepted by the Buyer as part of EquipNet's buyer terms. If such Sales Agreement is required by the Company, this Agreement will then be the sole legal document between the Seller and Buyer with regard to the sale of the Equipment. Any required Sales Agreement will be attached in Exhibit F.

1.3 EquipNet may under this Addendum use a variety of sales channels, referred to as the Cascading Sales Channel approach, to sell the equipment. Those channels include MarketPlace™, Live Auctions, Webcast Auctions, On-line Auctions, or other third party listing services.

1.4 The sales period ("Sales Period") will be for a period of nine (9) months from the date of that the equipment is activated and listed for sale. The sales period will then automatically extend until the Company notifies EquipNet that the Listing shall be cancelled.

1.5 Company is liable for any commissions applied against the Listing price or Auction Target price that EquipNet otherwise would have earned for any cancelled listing subsequently sold to a buyer that was introduced to Company by EquipNet for a period of twelve (12) months following the cancellation.

1.6 In the event that Company notifies EquipNet during the sales period that the Equipment is no longer available for sale, or if there is a material breach of this Addendum, Company shall pay EquipNet for any commissions applied against the Listing price or Auction Target price that EquipNet otherwise would have earned on each cancelled item as identified in Exhibit A.

1.7 Company is responsible for the accuracy of all information provided by Company with regard to the Listings.

1.8 Company will disclose to EquipNet whether any Equipment has been used for processing or manufacturing any product containing materials that would restrict or otherwise affect subsequent use of the Equipment for any purpose.

1.9 EquipNet reserves the right to reject any Listing or to request modifications to the Listing to conform to the requirements of the Services.

1.10 Company hereby grants to EquipNet a non-exclusive, royalty-free license during the term of this Agreement to use Company's Trademarks and logo worldwide; provided that they are used solely in connection with the promotion, marketing and sale of the Equipment or the Services generally and in accordance with any specification that Company provides to EquipNet concerning style, color and typeface. EquipNet will have the right, at its own expense, to: (i) place advertisements in trade and other publications and issue press release(s) describing its services to Company; and (ii) refer to Member and the Services in its promotional materials. Member will have the right to review and approve promotional materials referencing Member (or any of its Trademarks); provided that such approval will not be unreasonably withheld, delayed or conditioned.

2.0 Company's Representations/Warranties.

Company represents and warrants that: (a) all Listing information is complete and accurate; (b) Company has all right, title and interest in, or the exclusive right to sell, the Equipment; (c) the Equipment is free from any lien or encumbrance; (d) the Equipment and Listing information does not infringe any third party intellectual property right or violate any law or regulation.

3.0 Payment.

Company authorizes EquipNet to collect payment on its behalf and to deduct EquipNet's fees in accordance with the attached Schedules. Company is solely responsible for the collection and payment of all taxes related to the Equipment sale. EquipNet will collect in its own bank account the proceeds paid by the buyers. **Company should not release the Equipment to any buyer until payment confirmation has been received from EquipNet.** A monthly activity statement and reconciliation along with payment will be remitted to Company unless other specific timetables have been agreed upon. In addition to the Seller's Commission listed in Exhibit A, EquipNet may receive additional fees from the Buyer, such as service fees for rigging, removal, shipping and/or buyer's premiums related to the sale of Company's Equipment. These charges will be the sole responsibility of the buyer and will be invoiced directly to the buyer by EquipNet.

3.1 Reimbursable Expenses for Management Services.

Pre-approved expenses by Company such as inventorying, project management, cataloging, removal work, shipping preparation and/or, freight and storage charges where such expenses have been earmarked to be paid out of proceeds, shall be deducted from any sales proceeds made available within sixty (60) days from the commencement of such expenses. If there are not enough proceeds to cover these expenses after the sixty (60) days, then Company agrees to have EquipNet invoice them directly for the expenses and such invoice shall be paid within thirty (30) days of the invoice date. Company further agrees that if a purchase order is required for such billing that such purchase order shall be supplied at the start of the project. Company's purchase order is only effective as Company's unqualified commitment to pay the applicable fees upon the terms set forth herein. Any conflicting or additional terms contained in a purchase order will be void and of no effect.

4.0 Terms of Sale.

4.1 Terms of Sale. COMPANY WILL BE SOLELY RESPONSIBLE FOR ALL TERMS AND CONDITIONS DIFFERENT FROM THOSE BUYER TERMS ALREADY ACCEPTED AS PART OF MEMBERSHIP REGISTRATION BY BUYER SUCH AS, BUT NOT LIMITED TO, CHANGES IN REGARD TO WARRANTY TERMS (IF ANY), AVAILABILITY AND FIRM RELEASE DATES, LOCATION CHANGES, AND OTHER DISCLAIMERS. COMPANY AGREES THAT ALL TERMS AND CONDITIONS GOVERNING ANY TRANSACTION ARE

EXCLUSIVELY BETWEEN MEMBERS ACTING AS BUYERS AND SELLERS.

4.2 Company Indemnity. Given that the transaction is directly between the Company and Buyer Member and all terms between the Buyer and Company are either represented by the Buyer Terms accepted as part of EquipNet's registration process or replaced by a Sales Agreement supplied by the Company, Company agrees to defend, indemnify, and hold EquipNet harmless from and against any damages, liabilities, costs and expenses (including attorneys' fees) arising out of or resulting from the Company's possession, sale, use or transfer of Equipment (including, without limitation, personal injury or property damage related thereto), the failure of Equipment while in a Buyer's possession, failure to consummate a sale, the breach of any of Company's warranties hereunder, any product or item processed or manufactured with or by Equipment, or any violation of any terms or conditions of this Addendum. EquipNet will not be responsible for any breach by either the Buyer or Company of the terms of any transaction.

5.0 Management Services. Terms and pricing of EquipNet's Marketplace and Auction Services along with EquipNet's Management Services, such as Consignment Services, Valuation Services, use of ARMStm software and other Management Services, if applicable, will be described in Schedules attached to this Addendum.

6.0 TERM and Termination.

6.1 Term. This Addendum will commence on the Effective Date and will remain in effect unless terminated as per Section 6.2.

6.2 Termination. This Addendum may be terminated: (a) by either party, upon thirty (30) days prior written notice to the other, provided that there is no active Listing; (b) by EquipNet, immediately in the event that it ceases to operate the Services; (c) by either party, in the event the other party materially breaches a provision of this Addendum and the breaching party fails to cure such breach within thirty (30) days of the receipt of notice of such breach from the non-breaching party.

6.3 Effects of Termination. Upon termination of this Addendum for any reason, all rights and obligations of the parties hereunder which by their express terms or nature are intended to survive any termination or expiration of this Addendum will survive.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum as an instrument under seal as of the date first set forth above.

EQUIPNET, INC.

By: _____

Name: _____ Date: _____

Title: _____

COMPANY:

By: John Warnt

Name: John Warnt Date: 11/15/13

Title: Director of Purchasing

APPROVED: 11/15/13

Stephen M. Donaghy
SARATOGA COUNTY ATTORNEY

SCHEDULE A

EQUIPMENT SCHEDULE

to that certain Sellers/Listing Services Addendum, dated as of August 2, 2013, by and between EquipNet, Inc., ("EquipNet") and Saratoga County ("Company").

Equipment Descriptions: One (1) Waukesha Gas Enginator Generating System Model VGF18GLD
Two (2) Waukesha Gas Enginator Generating System Model VGF24GLD

Five (5) Colmac Dry Coolers; (2) Model AFV-952-BT-D, (2) Model AFV-357-BT-D, (1) Model AFV-254-BT-D

Any Equipment that Company self-posts and/or instructs EquipNet to post on one of its online websites as it relates to section 1.2 of the Service Addendum.

Fees:

MarketPlace Sales

- 15% Seller Commission

Pricing Approval:

The following describes the process for EquipNet accepting offers on the equipment listed in this Addendum. This procedure will be used to establish acceptable resell values.

1. After specifications are gathered, EquipNet will perform an asset-by-asset analysis to determine a market value range for each asset.
2. EquipNet will establish a "minimum" acceptable price and a "high" price target. These prices will be used to govern the acceptance of incoming offers.
3. EquipNet will then establish a pricing strategy for these initial listings and Company will approve such strategy before EquipNet accepts any offers. Such strategy might be in the form of: (for illustration purposes)
 - A. First 45 days: all offers must be at or greater than 90% of the "high" target.
 - B. Days 46 – 90: all offers must be at or greater than 80% of the "high" target.
 - C. Days 90-120: all offers need to be at or above the minimum acceptable price.
 - D. Thereafter, a new assessment and *clearance strategy* will be proposed.

The exact time frames will be established with Company based on the continuing availability of the space and/or other factors that impact what will be the most appropriate time frame.

4. Clearance Strategy - If after approved schedule has run its course as described in Section 3 above, then any remaining inventory will be reanalyzed and a new pricing strategy/clearance strategy will be determined for the remaining items. These strategies may include but are not limited to the following:

- A. Continue to market select items on Marketplace with or without new price adjustments,
- B. Conduct an Auction (Live, Webcast or Online) for the remaining items,
- C. Include some items in an auction scheduled with similar equipment provided by other customers,
- D. Market and sell some items through other 3rd party channels.

Company will approve any and all such plans before implementation. The overall goal of this process is to provide the Company with full control of pricing so that there are no "surprises" yet at the same time provide the proper parameters for EquipNet to properly negotiate and efficiently manage the program.

Submitted by:

EQUIPNET, INC.

By: _____

Name: _____ Date: _____

Title: _____

Date: _____

Accepted by:

COMPANY

By: John Warnt

Name: John Warnt Date: 11/15/13

Title: Director of Purchasing

Date: _____

APPROVED: 11/15/13

Stephen M. Doney
SARATOGA COUNTY ATTORNEY

SCHEDULE B
LIVE, WEBCAST AND ON-LINE AUCTION SERVICES

to that certain Sellers/Listing Services Addendum, dated as of August 2, 2013, by and between EquipNet, Inc., ("EquipNet") and Saratoga County ("Company").

1. **Auction Format:** EquipNet shall represent Company in connection with Auction. Unlike selling Listings via EquipNet's Marketplace where the Company has the option of rejecting offers even if the offer is above the ask price, in an Auction, regardless of format, the Company is providing an unequivocal commitment to sell the items without reserve unless otherwise agreed to in writing for select items. Upon review of the items designated to be sold in an Auction, an appropriate format of either Live, Webcast or On-line will be determined in consultation with the Company.
2. **Items to be Sold:** Listings from Schedule A will be designated for Auction and will then be classified as an "Auction Listing". There will be a final cut-off date for determination of the final Auction Listing where thereafter no further alterations or adjustments will be allowed to the Auction Listing.
3. **Fees:** The Equipment shall be marketed through an event sale such as a Live Auction, Online Auction or Sealed Bid and shall be subject to the following, ("Commissions")
 - o Seller commission: 15%
 - o Buyer premium: Standard or International Customary Regional Buyers Premium

The Commission on EquipNet's online auctions event sales includes online auction software, auction administration (buyer registration, customer service, fund collection, reporting and remission of proceeds and scheduling of post-auction removals), standard marketing (event landing page, listings on website, event banner ads on EquipNet.com, event e-mails to targeted buyers in EquipNet's database).

4. **Optional Expenses:** In addition to the above services included as part of EquipNet's Commission Fee and depending on the Auction format chosen, EquipNet may submit a reimbursable expense budget to fund event-related marketing, labor, travel, security, and other contractor services. In such cases, EquipNet will present a not-to-exceed budget for Company's review and written approval. For purposes of clarity, consignment-based Online or Sealed Bid Auction formats would not typically require an additional budget unless some additional non-standard efforts are recommended. If the Equipnet Online event is not consignment-based, then typically there would be a budget for labor and the out-of-pocket travel expense as may be required to work at Company facility. A Live Auction or a Webcast Auction would typically also require this expense and often would also additional expense for prepping, preparing and conducting the auctions, additional marketing and advertising as well as managing equipment removals post auction. The choice of a Webcast or Live auction, however, is optional and Company may always choose a standard on-line or sealed-bid consignment auction that would typically require no or little additional expense budget. In addition and as an optional service, EquipNet may provide enhanced sales and marketing services ("Individual Asset Marketing") for select Listings including individually tailored marketing plans and asset-specific marketing and sales resources. When used, Individual Asset Marketing will be subject to different commission rates as described in Schedule A. Any and all budgets or optional services will be detailed and preapproved by Company. A deposit of 15% of any expense budget is required to begin the auction process. All pre-approved expenses shall be advanced by EquipNet up to the amount of the Expense Budget and shall be reimbursed to EquipNet from the gross proceeds minus the provided 15% deposit.
5. **Standards:** The Auction event shall be conducted in accordance with the professional standards and expectations of the industry. However, EquipNet does not guarantee that any sale will be made, and EquipNet is not responsible in the event that a buyer fails to live up to its agreement and complete a purchase.

6. **Insurance:** Company shall be responsible for maintaining all property insurance coverage pertaining to Assets designated for Auction. Why is this only mentioned here, the Company needs to retain insurance coverage on its equipment until it is sold, regardless of the sales channel
7. **Auction Inventory:** EquipNet may include additional items from other customers and for other customer's accounts if it is deemed that it will be beneficial to the Auction success.
8. **Fund Settlement:** EquipNet Auction Terms and Conditions to Buyers call for expedient payment of successful bids with all balances PAID-IN-FULL before ANY asset is removed from Company facility. Settlement funds from Auction events are remitted in batch to Company usually within 30 days from event completion and order fulfillment (which includes buyer acceptance of the purchased equipment).

EQUIPNET, INC.

By: _____

Name: _____ Date: _____

Title: _____

COMPANY

By: John Warnt

Name: John Warnt Date: 11/15/13

Title: Director of Purchasing

APPROVED: 11/15/13

Stephen M. Doney
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