

APPENDIX C

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ASSET PURCHASE AGREEMENT

THIS AGREEMENT has been entered into as of May 5th, 2011.

BETWEEN:

ERNST & YOUNG INC., in its capacity as receiver and manager of Kinetex Multi-Component Services Inc., and not in its personal or corporate capacity (the "Vendor")

- and -

Kinetex Multicomponent Services S.A., a corporation subject to the laws of the Republic of Panama, having an office in Panama City, in the Republic of Panama (the "Purchaser").

RECITALS:

- A. Pursuant to an Order of the Court of Queen's Bench of Alberta (the "Court") made as of December 20, 2010, Ernst & Young Inc. (the "Receiver") was appointed as receiver and manager over the assets, undertaking and property of Kinetex Multi-Component Services Inc. ("KMCS");
- B. Pursuant to a further Order of the Court made as of February 17, 2011, the Receiver is authorized and directed to carry out the Sales Process (as set out in the First Report of the Receiver dated February 11, 2011);
- C. The Vendor has agreed to sell, and the Purchaser has agreed to purchase, the Purchased Asset (as defined herein) upon the terms and conditions hereinafter set forth;

NOW THEREFORE in consideration of the mutual covenants and agreements contained herein, the parties hereto hereby agree with each other as follows:

ARTICLE 1 INTERPRETATION

- 1.1 **Definitions.** Unless the context otherwise requires, the following terms and expressions shall have the meanings set forth below wherever used in this Agreement:

"**Agreement**" means this Asset Purchase Agreement;

"**Approval and Vesting Order**" means an order to be granted by the Court which authorizes, approves and confirms this Agreement and the completion of the Transaction and vests the Purchased Asset in the Purchaser;

"**Closing**" means the transfer by the Vendor to the Purchaser of the Purchased Asset in exchange for the payment by the Purchaser to the Vendor of the Purchase Price and the completion of all matters incidental thereto as herein provided;

"**Closing Date**" means the latest of June 5th, 2011 or two (2) business days following the granting of the Approval and Vesting Order, unless otherwise agreed upon in writing by the parties hereto;

"**ETA**" means the Excise Tax Act (Canada);

"GST" means all taxes payable under the ETA or under any provincial legislation similar to the ETA, and any reference to a specific provision of the ETA or any such provincial legislation shall refer to any successor provision thereto of like or similar effect;

"ITA" means the Income Tax Act (Canada), as amended;

"Purchase Price" means the purchase price for the Purchased Asset as set forth in Section 2.2;

"Purchased Asset" means all of the right, title and interest of KMCS, if any, in and to the equipment described in Schedule "A";

"Taxes" means GST and all transfer, sales, excise, stamp, license, production, value-added and other like taxes (including any retail sales taxes and land transfer taxes), assessments, charges, duties, fees, levies or other governmental charges or taxes of any kind whatsoever, imposed by any federal, provincial, territorial, local or foreign government or any agency or political subdivision of any such government, and includes additions by way of penalties, interest and other amounts with respect thereto;

"Time of Closing" has the meaning ascribed thereto in Section 3.1, or such other date as may be agreed to in writing between the Vendor and the Purchaser; and

"Transaction" means the purchase and sale of the Purchased Asset pursuant to this Agreement.

1.2 **Headings, etc.** The division of this Agreement into articles, sections and paragraphs and the insertion of headings is for convenience of reference only and shall not affect the construction or interpretation hereof. Unless otherwise stated, all references herein to articles or sections are to those of this Agreement.

1.3 **Plurality and Gender.** Words used herein importing the singular number only shall include the plural and vice versa and words importing gender shall include all genders and words importing individuals shall include corporations, partnerships, trusts, syndicates, joint ventures, governments and governmental agents and authorities and vice versa.

1.4 **Governing Law.** This Agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of the Province of Alberta and the federal laws of Canada applicable therein, without regard to its conflict of law rules. Each of the parties hereto irrevocably submits to the jurisdiction of the courts of the Province of Alberta, and the proper courts of appeal therefrom, over any action or proceeding arising out of or relating to this Agreement and the parties hereto irrevocably agree that all claims in respect of such action or proceeding may be heard and determined in such courts.

1.5 **Schedules.** The following Schedule is incorporated and forms part of this Agreement:

Schedule "A" Purchased Asset

ARTICLE 2 PURCHASE AND SALE

- 2.1 **Sale of Purchased Asset.** Upon the terms and conditions stated herein, to be effective as of the Closing Date, the Purchaser agrees to purchase from the Vendor, and the Vendor hereby agrees to sell, assign, set over and deliver to the Purchaser, the Purchased Asset at and for the Purchase Price hereinafter described.
- 2.2 **Purchase Price.** The aggregate purchase price payable by the Purchaser to the Vendor for the Purchased Asset shall be USD \$250,000.00 (the "Purchase Price").
- Payment of Purchase Price.** Subject to this Agreement, on or prior to the Closing Date, the Purchaser shall pay the Purchase Price to the Vendor in immediately available funds of the United States of America.
- 2.3 **Adjustment Clause.** There shall be no adjustments between the parties hereto in respect of this Agreement.
- 2.4 **Taxes.** At Closing, the Purchaser shall be solely responsible for all Taxes pertaining to its acquisition of the Purchased Asset including, but not limited to, GST. The Purchase Price is exclusive of all Taxes and does not include GST. If GST is payable in respect of the purchase of the Purchased Asset pursuant hereto, the Purchaser shall be responsible for the payment of, and shall indemnify and save harmless the Vendor in respect of, the GST and all interest and penalties payable pursuant to the ETA in respect thereof.
- 2.5 **Assumption of Obligations.** The Purchaser shall assume, fulfill and perform and indemnify and save harmless the Vendor in respect of all obligations in connection with any events, actions, occurrences or circumstances that arise after the Closing Date relating to the Purchased Asset (the "Assumed Obligations"). The Purchaser, on its own behalf and on behalf of each of its successors, assigns, and affiliates, does agree to and does hereby remise, release and forever discharge the Vendor from and against any and all actions, causes of actions, claims, damages, costs, expenses, interests and demands of every kind and nature whatsoever, whether at law or at equity, or under any statute, which it ever had, now has, or may in the future have against the Vendor, that in any way relate to the Assumed Obligations. The covenants and agreements to indemnify made by the Purchaser in this Section 2.5 shall survive Closing.

ARTICLE 3 CLOSING

- 3.1 **Time of Closing.** The Closing of the Transaction contemplated by this Agreement (the "Time of Closing") shall occur at 2:00 p.m., at the office of the Vendor, on the Closing Date.
- 3.2 **Mutual Condition to Closing.** The obligation of the Purchaser and the Vendor to proceed with the closing of the Transaction is subject to the Vendor obtaining the Approval and Vesting Order. Unless otherwise agreed to by the parties hereto, if the condition contained in this Section 3.2 has not been performed or fulfilled on or before June 5th, 2011, this Agreement and the obligations of the Vendor and the Purchaser under this Agreement shall automatically terminate without any further action on the part of either the Vendor or the Purchaser.
- 3.3 **Purchaser's Conditions.** The obligation of the Purchaser to complete the Transaction on the Closing Date is subject to the following conditions being fulfilled or performed at or prior to the Time of Closing, as applicable:
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- (a) all representations and warranties of the Vendor contained in this Agreement shall be true as of the Closing Date with the same effect as though made on and as of that date; and
- (b) the Vendor shall have performed each of its obligations under this Agreement to the extent required to be performed on or before the Closing Date.

The foregoing conditions are for the exclusive benefit of the Purchaser. Any condition may be waived by the Purchaser in whole or in part. Any such waiver shall be binding on the Purchaser only if made in writing.

3.4 Vendor's Conditions. The obligation of the Vendor to complete the Transaction on the Closing Date is subject to the following conditions being fulfilled or performed at or prior to the Time of Closing, as applicable:

- (a) all representations and warranties of the Purchaser contained in this Agreement shall be true as of the Closing Date with the same effect as though made on and as of that date; and
- (b) the Purchaser shall have performed each of its obligations under this Agreement to the extent required to be performed on or before the Closing Date.

The foregoing conditions are for the exclusive benefit of the Vendor. Any condition may be waived by the Vendor in whole or in part. Any such waiver shall be binding on the Vendor only if made in writing.

ARTICLE 4 CLOSING DELIVERIES

- 4.1 Deliveries by the Vendor at Closing.** At the Time of Closing, the Vendor shall deliver, or cause to be delivered, to the Purchaser, a bill of sale in respect of the Purchased Asset.
- 4.2 Deliveries by the Purchaser at Closing.** At the Time of Closing, the Purchaser shall deliver, or cause to be delivered, to the Vendor, an amount equal to the Purchase Price, plus applicable GST or a duly executed GST acknowledgment.

ARTICLE 5 REPRESENTATIONS AND WARRANTIES OF THE RECEIVER

- 5.1 Receiver's Representations and Warranties.** The Receiver represents and warrants, and acknowledges that the Purchaser is relying upon such representations and warranties in connection with the acquisition of the Purchased Asset, that, as at the Closing Date:
 - (a) the Receiver has been appointed by the Court as receiver and manager of KMCS and such appointment is valid and subsisting;
 - (b) the Receiver has the right to enter this Agreement and to complete the Transaction, subject to obtaining the Approval and Vesting Order;
 - (c) this Agreement has been duly executed and delivered by the Vendor and all other documents executed and delivered by the Vendor pursuant hereto shall have been duly executed and delivered by the Vendor.

- (d) this Agreement does and such other documents executed and delivered by the Vendor pursuant hereto will, constitute legal, valid and binding obligations of the Vendor enforceable against it in accordance with their respective terms, subject to bankruptcy, insolvency, preference, reorganization, moratorium and other similar laws affecting creditor's rights generally and the discretionary nature of equitable remedies and defenses;
- (e) The Vendor has complied with, and will comply with, all applicable laws relevant to the Transaction which are required to be complied with by it; and
- (f) the Vendor is not a non-resident of Canada within the meaning of the ITA

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ARTICLE 6
REPRESENTATIONS AND WARRANTIES OF THE PURCHASER

6.1 **Purchaser's Representations and Warranties.** The Purchaser represents and warrants, and acknowledges that the Vendor is relying upon such representations and warranties in connection with the sale of the Purchased Asset, that, as at the Closing Date:

- (a) the Purchaser is, and at the Closing Date will be, a corporation duly organized and validly existing under the laws of the jurisdiction of its formation, and is authorized to carry out business in the jurisdiction of its formation;
- (b) at the Closing Date, the Purchaser will have good right, full power and absolute authority to purchase and acquire the Purchased Asset according to the true intent and meaning of this Agreement;
- (c) the execution, delivery and performance of this Agreement has been duly and validly authorized by any and all requisite corporate, shareholders', directors' and trustees' actions and will not result in any violation of, be in conflict with, or constitute a default under, any articles, charter, by-laws or any other governing document to which the Purchaser is bound;
- (d) the execution, delivery and performance of this Agreement will not result in any violation of, or be in conflict with, constitute a default under, or give rise to any right of termination or acceleration of indebtedness, or cause any indebtedness to come due before its stated maturity or cause any available credit to cease to be available, under any provision of any agreement or document which the Purchaser is a party or by which the Purchaser is bound, nor under any judgment, decree, order, statute, regulation, rule or license applicable to the Purchaser;
- (e) this Agreement has been, and the documents and agreements to be executed and delivered by the Purchaser at Closing pursuant to this Agreement will be, duly executed and delivered by the Purchaser, and upon execution by the parties hereto, this Agreement and any documents and agreements required to be executed and delivered by the Purchaser at Closing will constitute legal, valid and binding obligations of the Purchaser enforceable against it in accordance with their respective terms, subject to bankruptcy, insolvency, preference, reorganization, moratorium and other similar laws affecting creditor's rights generally and the discretionary nature of equitable remedies and defences;
- (f) the Purchaser has not incurred any obligation or liability, contingent or otherwise, for broker's or finder's fees or commissions with respect to the Transaction for which the Receiver shall have any obligation or liability;
- (g) the Purchaser has complied with, and will comply with, all applicable laws relevant to the Transaction which are required to be complied with by it;
- (h) the Purchaser is a non-resident of Canada within the meaning of the ITA; and
- (i) the Purchaser is a non-Canadian as defined in the *Investment Canada Act* (Canada) and that the completion of the within transaction is not notifiable or reviewable under the said legislation.

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ARTICLE 7
LIMITATIONS ON REPRESENTATIONS AND WARRANTIES OF THE VENDOR

- 7.1 **Limitations.** The Purchased Asset is being sold on an "as is, where is" basis as of the Closing Date and in their condition as of Closing with "all faults" and neither the Vendor or its affiliates, nor any of their respective officers, directors, employees or other representatives:
- (a) except as expressly set forth in this Agreement, make, have made or shall be deemed to have made any representation or warranty, express or implied, at law or in equity, in respect of the Purchased Asset, including but not limited to those with respect to title, encumbrances, description, fitness for purpose, merchantability, condition, assignability, collectability, quantity, outstanding amount, value or quality or in respect of any other matter or thing whatsoever concerning the Purchased Asset or the right of the Vendor to sell same and without limiting the generality of the foregoing, any and all conditions, warranties or representations expressed or implied pursuant to any *Sale of Goods Act* or similar legislation in any jurisdiction in Canada shall not apply hereto and shall be deemed to have been waived by the Purchaser; and
 - (b) will have or be subject to any liability or indemnification obligation to the Purchaser or to any other person resulting from the distribution to the Purchaser, its affiliates or representatives of, or the Purchaser's use of, any information relating to the Purchased Asset, and any information, documents or material made available to the Purchaser, whether orally or in writing, in certain "data rooms", management presentations, functional "break-out" discussions, responses to questions submitted on behalf of the Purchaser or in any other form in expectation of the Transaction. Any such other representation or warranty is hereby expressly disclaimed. The Purchaser warrants, covenants and expressly acknowledges that it has conducted its own independent inspection and investigation of the Purchased Asset and is satisfied with the Purchased Asset in all respects.
- 7.2 **General Indemnity.** The Purchaser shall be liable to the Vendor for and shall, in addition, indemnify the Vendor from and against, all losses, costs, claims, damages, expenses and liabilities suffered, sustained, paid or incurred by the Vendor which arise out of any matter or thing related to the Purchased Asset arising or accruing from and after the Closing Date. The covenants and agreements to indemnify made by the Purchaser in this Section 7.2 shall survive Closing.

ARTICLE 8
NOTICES

- 8.1 **Notices.** Any notices or other communications required or given under this Agreement shall be in writing, delivered in person or by facsimile and deemed to have been given and received when delivered in person or when communicated by facsimile during normal business hours on a business day (and otherwise on the next business day):

if to the Vendor, addressed to:

Ernst & Young Inc.
1000, 440 - 2nd Avenue SW
Calgary, Alberta, T2P 5E9

Attention: Neil Narfason/Peter Chisholm

Facsimile: (403) 206-5075

with a copy to:

Macleod Dixon LLP
Suite 3700, 400 - 3rd Avenue SW
Calgary, AB T2P 4H2

Attention: Howard Gorman

Facsimile: (403) 264-5973

if to the Purchaser, addressed to:

Grupo Pegasus S.A. Edificio PH The Rim Tower, Piso 5, Oficina 1
Panama City, Republic of Panama

Attention: Carlos Ospina

Facsimile: +5716371545

or at such other place or places or to such other person or persons as shall be designated in writing by a party to this Agreement in the manner herein provided. For the purpose of this Agreement, "business day" means any day other than Saturday, Sunday or a statutory holiday in Calgary, Alberta.

ARTICLE 9 MISCELLANEOUS

- 9.1 **Enurement.** This Agreement shall be binding upon and enure to the benefit of the parties hereto and their legal representatives, successors and permitted assigns.
- 9.2 **Assignment.** The parties hereto shall have the right to assign the rights and benefits of this Agreement upon written consent of the other party hereto, such consent not to be unreasonably withheld.
- 9.3 **Severability.** In case any provision in this Agreement shall be prohibited, invalid, illegal or unenforceable in any jurisdiction, such provision shall be ineffective only to the extent of such prohibition, invalidity, illegality or unenforceability in such jurisdiction without affecting or impairing the validity, legality or enforceability of the remaining provisions hereof, and any such prohibition, invalidity, illegality or unenforceability shall not affect or impair such provision in any other jurisdiction.
- 9.4 **Further Assurances.** Each of the parties hereto shall, at the request and expense of the other party hereto so requesting, execute and deliver such further or additional documents and instruments as may reasonably be considered necessary or desirable to properly reflect and carry out the true intent and meaning of this Agreement.

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- 9.5 **Survival.** The representations, warranties, covenants and agreements made by the parties hereto each to the other in or pursuant to this Agreement shall survive the Closing of the Transaction.
- 9.6 **Time of Essence.** Time shall in all respects be of the essence in this Agreement.
- 9.7 **Waiver.** Failure by either party hereto to insist in any one or more instances upon the strict performance of any one of the covenants contained herein shall not be construed as a waiver or relinquishment of such covenant. No waiver by any party hereto of any such covenant shall be deemed to have been made unless expressed in writing and signed by the waiving party.
- 9.8 **Entire Agreement.** This Agreement (and the documents and instruments executed and delivered in connection herewith) constitutes the entire agreement among the parties hereto with respect to the subject matter hereof and supersedes any and all prior agreements and understandings, whether written or oral, made among the parties hereto with respect to the subject matter hereof, and there are no representations, understandings or agreements relating to the subject matter hereof that are not fully expressed in this Agreement and the documents and instruments executed and delivered in connection herewith.
- 9.9 **Amendment.** This Agreement may not be amended, modified or terminated except by an instrument in writing signed by the parties hereto.
- 9.10 **Counterparts and Facsimile.** This Agreement may be executed in counterparts, each of which when so executed shall be deemed to be an original and all counterparts together shall constitute one and the same instrument. A signed counterpart provided by way of facsimile transmission or by e-mail in PDF shall be as binding upon the parties as an originally signed counterpart.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed and delivered by its duly authorized officer, to be effective as of the date first written above. C60

ERNST & YOUNG INC., in its capacity as receiver and manager of Kinetex Multi-Component Services Inc., and not in its personal or corporate capacity

By: 
Name: Neil Narfagon
Title: Senior Vice President

GRUPO PEGASUS S.A.
By: 
Name: Mario Enrique Bolivar
Title: Legal Representative

SCHEDULE "A"
Purchased Asset

One (1) Morooka IVI Dual Array Track - Mini Vibrator

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APPENDIX D

Ritchie Bros. Purchase Agreement



AGREEMENT TO PURCHASE AND SELL

THIS AGREEMENT MADE THIS 12th DAY OF April, 2011.

BETWEEN:

RITCHIE BROS. AUCTIONEERS (CANADA) LTD., having its Head Office at 9500 Glenlyon Parkway, in the City of Burnaby, in the Province of British Columbia, V5J 0C6

Web site – www.rbauktion.com

(the “Purchaser”)

OF THE FIRST PART

AND:

ERNST & YOUNG, having a place of business at Site 1000 440 2 Ave SW in the City of Calgary, in the Province of Alberta, T2P 5E9.

Telephone: 403 - 2065061,
Fax: 403 - 2065075,
E-Mail Address: peter.chisolm@ca.ey.com,

(the “Vendor”)

OF THE SECOND PART

TERMS AND CONDITIONS OF THIS AGREEMENT

Agreement

Vendor is desirous of selling and Purchaser is desirous of purchasing certain equipment more particularly described in Schedule “A” attached hereto (the “Equipment”) for the purpose of reselling same at Public Auction or otherwise, subject to the following terms;

The parties recognize this agreement is subject to court approval.

A handwritten signature, likely of Peter Chisolm, in dark ink.

Initials

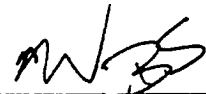
Handwritten initials 'WBS' in dark ink.

1. **Purchase Price** – On closing, Purchaser will pay to Vendor a total purchase price of Four Hundred & Fifty Four Thousand dollars (\$454,000.00), plus Goods and Service Tax/ Harmonized Sales tax (GST/HST) of Twenty Two Thousand Seven Hundred dollars (\$22,700.00) [Vendors GST/HST Registration Number: _____] for the Equipment.

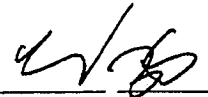
2. **Title and Condition**

Vendor represents and warrants (and confirms Purchaser relies on such representations and warranties) that:

- (a) the description and condition of the Equipment is accurately set forth in Schedule "A" attached;
- (b) Vendor is solvent and has not made any assignment, proposal or other proceeding for the benefit of its creditors;
- (c) the offering for sale, advertising or selling of the Equipment does not contravene or infringe upon any patent, copyright, trademark or franchise agreement;
- (d) Equipment shall, at closing:
 - i. be owned by Vendor free and clear of any and all registered or unregistered liens and encumbrances, including without limitation, assessment for any taxes or duty arising from the sale or any past, present or future use;
 - ii. be in condition equivalent or better to that when viewed by Purchaser's representative on or about February 2nd, 20 11;
 - iii. be in good running order, free of material defects except as disclosed to the Auctioneer, painted, cleaned, repaired and supplied with fuel and batteries to a standard acceptable to Purchaser;
 - iv. will not be subject to any agreement or option or any right capable of being or becoming an agreement for purchase by any firm, person or corporation other than Purchaser; and
 - v. be in compliance with all applicable laws and regulations including without limitation, all environmental regulations.

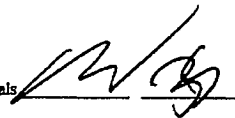


- vi. be free of hazardous materials other than the normal operating fuels, oils and lubricants.
 - (e) Vendor is not and will not be at closing a non-resident of Canada within the meaning and intent of Section 116 of the Income Tax Act (Canada); and
 - (f) Vendor and its signatories are duly authorized to enter into this Agreement.
3. **Prior to Closing** – Vendor, at its own expense, shall:
- (a) deliver the Equipment to Purchaser at its' yard in Nisku, Alberta.
 - (b) provide all documents evidencing Vendor's title, and/or necessary to give free and clear marketable title in the Equipment to Purchaser. Without limitation, execute all titles, transfers, bills of sale, assurances, assignments and consents, including consents required by an authority of competent jurisdiction relating to the sale and documents required to register and title the Equipment in the Province of Alberta.
4. **CLOSING** – shall be on or before June 15th, 2011, at the offices of Ritchie Bros. Auctioneers at 1500 Sparrow Drive, Nisku, Alberta T9E 8H6.
5. **Use of Equipment** – Vendor will not use the Equipment in any way whatsoever, except as required for delivery to or refurbishing at Purchaser's or Vendor's yard.
6. **Use of Vendor's Name** – Vendor authorizes the use of it's name and logo in advertising and promoting the resale of the Equipment;
7. **Risk of Loss, Insurance** – Equipment shall be and remain at the risk of Vendor until closing. Vendor shall insure same to its full replacement value in both the name of Vendor and Purchaser.
8. **Taxes** – personal property or like taxes assessable in respect of the Equipment, for any period ending prior to closing, will be the responsibility of and be paid by Vendor.
9. **Indemnity** – Vendor indemnifies and saves harmless Purchaser against all claims, demands, suits, actions, causes of action, damages, costs or charges whatsoever, including, but not limited to those arising from:
- (a) encumbrances against or defects in title to the Equipment or any part thereof;



- (b) inaccuracies in the description or condition of the Equipment set forth in Schedule "A"
 - (c) hazardous materials associated with the Equipment;
 - (d) taxes or duties payable in respect of the Equipment;
 - (e) any infringement of patent, copyright, trademark, agreement or similar right of any third party caused by the offering for sale, advertising or sale of any part of the Equipment pursuant to paragraph 2 (c); and
 - (f) any transportation costs incurred by Purchaser as a result of Vendor's failure to deliver the Equipment as required.
10. **Buybacks** – Vendor will not bid directly or indirectly, nor allow any other person to bid on Vendor's behalf or for the Vendor's benefit, by agency or otherwise on any of the Equipment at sale.
11. **Timeliness**– time is of the essence of this Agreement and should either party fail to perform its obligations hereunder within the time specified such defaulting party shall be liable for all damages and losses suffered by the other party.
12. **Legal Costs** – should either party be required to participate in any action or proceeding in respect of this Agreement, the prevailing party shall be entitled to recover all costs including lawyers fees on a solicitor and own client basis.
13. **Waiver** – a waiver by either party of any breach of any of the provisions herein shall be limited to such particular instance and shall not operate as a waiver of, or be deemed to waive, any other or future breaches of the same or any other provisions hereof.
14. **Entire Agreement** – this Agreement
- (a) constitutes the entire agreement between the parties; supersedes and takes the place of all prior contracts, understandings, representations or warranties;
 - (b) may not be amended except in writing. There are no understandings, agreements, promises, terms, conditions or warranties expressed or implied, whether orally or by law, statute or trade usage, other than as specifically stated herein; and
 - (c) shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns.

15. **Jurisdiction** – this Agreement is subject to, and any dispute arising hereof will be determined by a court of competent jurisdiction in, and under the laws of the Province of Alberta, excepting only those in respect of fair market value of the Equipment which shall be submitted to binding arbitration pursuant to the laws in respect of commercial arbitration of that Province.
16. **Facsimile** – receipt of a signed copy of this Agreement by facsimile shall, upon acceptance by Purchaser, be effective and binding on both parties.
17. **Privacy** – Information provided in this Contract will be retained by the Auctioneer in accordance with its formal Privacy Statement, provided on the Auctioneer's website at www.rbaction.com.
18. **Notice** – any notice given hereunder shall either be delivered, sent by facsimile or by prepaid registered mail to the parties at the address set out on page 1.

A handwritten signature in black ink, appearing to be 'W/S', is written over a horizontal line.

This Agreement has been executed by the parties as of the day and month first written above.

(If a Corporation)
Kinetex Multi-Component Services, Inc. In Louisiana
 (Full name of Company)
 Per: 
 (Signature)
NEIL NARFASON
Peter Chisohn
 (Print name)

Cust. #:

(If not a Corporation)
SIGNED & DELIVERED
 By Vendor in the presence of:

 (Signature of Vendor)

 (Signature of Witness)

 (Print Name of Vendor)

 (Print Name of Witness)

 Address

 Occupation

Cust. #:

RITCHIE BROS. AUCTIONEERS (CANADA) LTD.

Per: 3597
(Signature)

Ben Stark
(Print name of RBA Representative)

CAD PUR_SELL R01_10

Initials

Attached to and forming part of
PURCHASE AND SELL AGREEMENT

LIENHOLDER INFORMATION

Vendor Name: _____
 Sale Site: Nisku, Alberta. Sale Date: April 27-29

Sch A #	Lienholder	Contact Person	Phone # & Fax #	Amount

To Whom It May Concern:

The undersigned party hereby authorizes Ritchie Bros. Auctioneers (Canada) Ltd. (the "Auctioneer") to conduct searches and contact creditors as required for the disclosure of liens, charges and encumbrances and to determine amounts claimed against the equipment (the "Equipment") described on the attached Schedule "A". The undersigned further consents to the release to the Auctioneer of any and all information pertaining to any such lien, charge or other encumbrance or security interest claimed in any assets of the undersigned.

Dated this 12 day of April, 2011

Kenneth M. Lapointe Services Inc. - In Receipt
 Name of Owner

[Signature]
 Signature

Name of Signatory (if different from Owner)

S.P.
 Position

OWNER CODE: _____

CAD PUR_SELL R01_10

Initial [Signature]

Equipment List

Page 1

ERNST & YOUNG INC

- 1 314
2006 ARCTIC CAT TRV 500 QUAD
s/n 4UP06ATV26T221501
- 2 338
2007 HONDA TRX420 FMC QUAD
s/n 1HFTE352774001441
- 3 339
2007 HONDA TRX420 FMC QUAD
s/n 1HFTE352X74001949
- 5 340
2007 HONDA TRX420 FMC QUAD
s/n 1HFTE35974000253
- 9 343
2006 HONDA TRX350 QUAD
s/n 1HFTE252264502083
- 11 342
2006 HONDA TRX350 QUAD
s/n 1HFTE252364500962
- 12 335
2006 HONDA FOREMAN 500 QUAD
s/n 1HFTE310264116208
- 13 326
2006 HONDA FOREMAN 500 QUAD
s/n 1HFTE31264100324
- 16 336
2008 KAWASAKI TERYX QUAD
s/n JKARFDD118500727
- 27 322
2002 JOHN DEERE GATOR ALL TERRAIN VEHICLE
s/n W006221008437
- 32 144
2002 DODGE RAM 3500 CREW CAB 4X4 PICKUP
s/n 3B7MF33C32M298275
- 33 141
1997 DODGE RAM 3500 CREW CAB 4X4 PICKUP
s/n 1B7MF36D9VJ540430

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Equipment List

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ERNST & YOUNG INC

- 38 123
2004 DODGE RAM 1500 QUAD CAB 4X4 PICKUP
s/n 1D7HU18N04J141606
- 43 151
2003 DODGE 1500 EXTENDED CAB 4X4 PICKUP
s/n 1D7HU18N73S258009
- 44 142
2003 DODGE 1500 CREW CAB 4X4 PICKUP
s/n 1D7HU18N53J551753
- 46 152
2002 DODGE RAM 3500 CREW CAB 4X4 PICKUP
s/n 3B7MF33W32M258644
- 47 161
2002 FORD F150 PICKUP
s/n 2FTRF17W32CA37108
- 48 167
1997 FORD F150 XLT EXTENDED CAB PICKUP
s/n 1FTDX1864VKA92396
- 49 160
2002 CHEVROLET 2500 SUBURBAN SPORT UTILITY VEHICLE
s/n 3GNGK26C42G166732
- 50 166
1986 FORD BRONCO SPORT UTILITY VEHICLE
s/n 1FMDU15N9GLA39626
- 51 158
1988 JEEP CHEROKEE SPORT UTILITY VEHICLE
s/n 1JCML7810JT148758
- 52 121
1993 SUZUKI SIDEKICK 4X4 SPORT UTILITY VEHICLE
s/n 2S3TA01C1P6400221
- 53 153
2007 FORD E350 PASSENGER VAN
s/n 1FBSS31SY7HA48293
- 54 140
1999 INTERNATIONAL 4900 4X2 VAN TRUCK
s/n 1HTSDAAN5XH684510

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s/n 4VGWDBRH8VN740013
- 61 157
1995 KENWORTH T800 T/A WINCH TRACTOR
s/n 2NKDL60X7SM937862
- 63 170
2007 DODGE 3500 4X4 DUALY RECORDER TRUCK
s/n 3D6WH46A97G789985
- 65 116
1991 GMC TOPKICK BATTERY TRUCK
s/n 1GDL7H1P6MJ518662
- 67 MITSUBISHI FG25 5000 LB FORKLIFT
s/n F17A-55450
- 68 907
1973 CATERPILLAR 666B SKIDDER
s/n 513E647CAC
- 70 908
1994 CATERPILLAR D5H LGP CRAWLER TRACTOR
s/n 1DD05987
- 71 911
1999 CATERPILLAR D3C CRAWLER TRACTOR
s/n 05GS00543
- 72 319
2006 LUND ALUMINUM BOAT
s/n YBVDA185K506
- 73 318
WEERES SPEC200 8 X 18 FT PONTOON BOAT
s/n WRSSP813

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- 78 914
1996 IVI Y2700 FAILINGS SEISMIC DRILL BUGGY
s/n 478
- 79 901
1995 IVI Y2400 FAILINGS SEISMIC DRILL BUGGY
s/n 467
- 80 905
1995 IVI Y2400 FAILINGS SEISMIC DRILL BUGGY
s/n 488
- 81 904
1995 IVI Y2400 FAILINGS SEISMIC DRILL BUGGY
s/n 487
- 82 902
1995 IVI Y2400 FAILINGS SEISMIC DRILL BUGGY
s/n 485
- 83 903
1995 IVI Y2400 FAILINGS SEISMIC DRILL BUGGY
s/n 486
- 86 207
GEN SET
- 89 201
DEUTZ F6L912 GEN SET
- 90 205
DEUTZ 20 KW GEN SET

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- 112 818
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- 113 821
FRUEHAUF 48 FT HIBOY
s/n 32T354202
- 114 820
40 FT REEFER TRAILER
s/n 8T05368001
- 115 816
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s/n 1JJV482S6JL122070
- 116 2000 ARGO T/A GOOSENECK ENCLOSED UTILITY TRAILER
s/n 2AABEM881Y1003765
- 117 830
2009 HOMEMADE UTILITY TRAILER
s/n 130602790
- 118 829
2006 PTL UTILITY TRAILER
s/n 2P9LB82D761061029
- 119 807
2004 TRAIL PRO UTILITY TRAILER
s/n 2T9SC21414B166023

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- 122 822
2008 DOUBLE A 14 FT S/A TRAILER
s/n 2DAMC31468T008636
- 123 812
2006 EZ LOADER PONTOON TRAILER
s/n 7160
- 124 819
2006 FOREST RIVER 16 FT X 7 FT ENCLOSED TRAILER
s/n 5NHUTB6206T408600
- 125 801
1997 GOERTZEN TRAILER
s/n 2WZV2839V0006149
- 126 814
HOMEMADE 8 FT X 6 FT TILT DECK TRAILER
s/n 10012
- 127 806
2003 PJ CH142 TRAILER
s/n 4P5CH142532044405
- 128 802
1993 PJ TRAILERS 18 FT X 7 FT T/A TRAILER
s/n 4P5CF1627P1115745
- 129 808
2004 SNOWBEAR 4001HD TRAILER
s/n 2SWUW11A94G219662
- 130 804
2001 SOUTHLAND 24 FT X 6 FT TRI/A GOOSENECK TRAILER
s/n 289LN546611028151
- 131 809
2006 TARREL USA 30 FT X 8 FT TRI/A GOOSENECK TRAILER
s/n 5PYAT172961004711

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APPENDIX E

Ritchie Bros. Auction Agreement



AGREEMENT TO PARTICIPATE IN SALE PROCEEDS

THIS AGREEMENT MADE THIS 12th DAY OF April, 2011.

BETWEEN:

RITCHIE BROS. AUCTIONEERS (CANADA) LTD., having its Head Office at 9500 Glenlyon Parkway, in the City of Burnaby, in the Province of British Columbia, V5J 0C6
Web site – www.rbauktion.com

(the "Auctioneer")

OF THE FIRST PART

AND:

ERNST & YOUNG having a place of business at Site 1000 440 2 Ave SW, in the City of Calgary, in the Province of Alberta, T2P 5E9.

Telephone: 403 - 2065061,
Fax: 403 - 2065075,
E-Mail Address: peter.chisolm@ca.ey.com,

GST/HST Registration No. _____.

(the "Participating Party")

OF THE SECOND PART

TERMS AND CONDITIONS OF THIS AGREEMENT

By an Agreement of this same date, Ritchie agreed to purchase from the Participating Party certain equipment (the "Equipment") described in Schedule "A" attached hereto and the parties are mutually desirous of promoting a successful sale by the Auctioneer of said equipment.

the parties recognize this agreement is subject to court approval.

In consideration of their mutual undertakings and for other good and valuable consideration, it is agreed between the parties as follows:

1. **Sale and Participation** - Auctioneer shall sell the Equipment, at Public Auction (or otherwise with consent of the Participating Party) and the whole of the gross proceeds collected from the sale thereof shall be divided as follows:

- (a) FIRSTLY, Five Hundred and Thirty Thousand dollars (\$530,000.00) or any part thereof that is available, to the Auctioneer, and
- (b) SECONDLY, the remaining proceeds, if any, shall be divided Twenty percent (20%) to the Auctioneer and Eighty percent (80%) to the Participating Party.

Such amounts, if any, shall be paid within twenty-one (21) days of the collection of sale proceeds by Ritchie.

2. **The Participating Party shall:**

- (a) supply two (2) competent persons at their expense to assist in the preparation of the auction sale;
- (b) help promote the sale at it's expense, including, without limitation, provision of machine history and machine demonstration to prospective purchasers;
- (c) not bid, directly or indirectly, nor allow any other person to bid on the Participating Party's behalf, or for the Participating Party's benefit, by agency or otherwise, on any of the Equipment at sale.

3. **Timeliness**– Time is of the essence of this Agreement.

4. **Legal Costs** – Should either party be required to participate in any action or proceeding in respect of this Agreement, the prevailing party shall be entitled to recover all costs including lawyers fees on a solicitor and own client basis.

5. **Jurisdiction** – this Agreement is subject to, and any dispute arising hereof will be determined by a court of competent jurisdiction in, and under the laws of Alberta excepting only those in respect of fair market value of the Equipment which shall be submitted to binding arbitration pursuant to the laws in respect of commercial arbitration of that Province.

6. **Facsimile** – Upon receipt of a signed copy of this Agreement by facsimile, and upon acceptance by the Auctioneer, it shall be effective and binding on both parties.

7. **Privacy** – Information provided in this Contract will be retained by the Auctioneer in accordance with its formal Privacy Statement, provided on the Auctioneer's website at www.rbauktion.com.

W B

This Agreement has been executed by the parties as of the day and month first written above.

(If a Corporation)

Kinetex Multi-Component Services Inc. - In Receivership
(Company - Name of Participating Party)

Per: 
(Signature)
NEIL NARFASON
~~Peter Chisolm~~
(Print Name)

Cust. #:

(If not a Corporation)
SIGNED & DELIVERED
 By Participating Party in the presence of:

 (Signature of Participating Party)

 (Signature of Witness)

 (Print Name of Participating Party)

 (Print Name of Witness)

 Address

 Occupation

Cust. #:

RITCHIE BROS. AUCTIONEERS (CANADA) LTD.

Per: _____
(Signature)

Ben Stark
(Print Name)

CAD Participation R07_10

Initials

✓ 3

Equipment List

Page 1

ERNST & YOUNG INC

- 1 314
2006 ARCTIC CAT TRV 500 QUAD
s/n 4UF06ATV26T221501
- 2 338
2007 HONDA TRX420 FMC QUAD
s/n 1HFTE352774001441
- 3 339
2007 HONDA TRX420 FMC QUAD
s/n 1HFTE352X74001949
- 5 340
2007 HONDA TRX420 FMC QUAD
s/n 1HFTE35974000253
- 9 343
2006 HONDA TRX350 QUAD
s/n 1HFTE252264502083
- 11 342
2006 HONDA TRX350 QUAD
s/n 1HFTE252364500962
- 12 335
2006 HONDA FOREMAN 500 QUAD
s/n 1HFTE310264116208
- 13 326
2006 HONDA FOREMAN 500 QUAD
s/n 1HFTE31264100324
- 16 336
2008 KAWASAKI TERYX QUAD
s/n JKARFDD118500727
- 27 322
2002 JOHN DEERE GATOR ALL TERRAIN VEHICLE
s/n W006221008437
- 32 144
2002 DODGE RAM 3500 CREW CAB 4X4 PICKUP
s/n 3B7MF33C32M298275
- 33 141
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- 52 121
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s/n 479
- 78 914
1996 IVI Y2700 FAILINGS SEISMIC DRILL BUGGY
s/n 478
- 79 901
1995 IVI Y2400 FAILINGS SEISMIC DRILL BUGGY
s/n 467
- 80 905
1995 IVI Y2400 FAILINGS SEISMIC DRILL BUGGY
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