

SPECIAL CONDITIONS OF SALE

Description of Property Sold: All machinery, equipment, tools, and supplies as described in "Attachment A" of the Exhibit A "Equipment List" and Exhibit B "Excluded Assets" RFP.

Principals: Seller: **Avondale Engineering & Construction Company** Auctioneer: **PPL Group, Plant and Machinery, Inc. and Myron Bowling Auctioneers**

The Seller hereby declares that there is no mortgage, lien or encumbrance of any kind whatsoever against the above-described machinery, equipment, tools, and supplies or any accessory intended for sale therewith.

The Purchaser does fully understand and accept the above-described item(s) as being sold **with no warranty against redhibitory defects, and with no warranty expressed or implied as to its usefulness, merchantability or fitness for any use whatsoever**. Purchaser is hereby advised that no guarantee is made of any kind as to whether or not machinery, equipment, tools, or supplies that are included in this sale meets requirements of federal, state or local safety laws. Purchaser is responsible for compliance with all federal, state and local laws applicable to use of the machinery, equipment, tools, or supplies being sold. The Purchaser hereby declares that he has made an independent examination of the machinery, equipment, tools, and supplies being sold, including any component parts thereof, and has not relied on the Seller's or Auctioneer's skill, judgment or statements in purchasing the above-described material. Upon signing below, Purchaser agrees to assume all risk of loss, damage or destruction by any cause whatsoever to the above-described item(s), except for willful damage or destruction by Seller, Auctioneer or their respective agents. Purchaser agrees to indemnify and hold harmless the Seller and Auctioneer, including their employees and agents, from and against any and all costs, expenses, claims, demands and causes of action of any kind arising out of, incidental to or in connection with the removal, use, maintenance, handling or resale of machinery, equipment, tools, or supplies included in this sale. Purchaser hereby acknowledges that Purchaser fully understands and accepts the items being sold on an **AS IS, WHERE IS** basis.

Purchaser acknowledges, and agrees that no later than Monday, June 20, 2016, the above-described machinery, equipment, tools, or supplies must be removed from the Seller's facility or other arrangements must be made in writing with the Seller, otherwise (i) this sale shall be cancelled and considered null and void, (ii) title to the above-described machinery, equipment, tools, and supplies shall revert back to the Seller, and (iii) the sale price – less 30%, which shall be retained by the Seller as stipulated damages – shall be refunded to Purchaser.

All conditions of sale contained herein shall be governed by and interpreted in accordance with the laws of the State of Louisiana, exclusive of its choice of law rules.

ADDITIONAL CONDITIONS APPLICABLE TO REMOVAL OF LARGE EQUIPMENT FROM SELLER'S FACILITY:

Purchaser is responsible for all engineering, equipment and labor to successfully disassemble and remove the equipment from the foundations and ultimately from Seller's facility. Purchaser shall disconnect all electrical cables and any other services connected to the equipment.

Purchaser agrees to maintain, during the period of disassembly and removal work and at its expense, policies of insurance as set forth in Seller's Form titled "AEC Insurance Requirements," which has been provided to Purchaser. Purchaser shall furnish to Seller certificates of the aforementioned insurance prior to accessing Seller's facility to disassemble and/or remove the equipment. All such insurance shall be subject to approval of Seller for adequacy of coverage and protection. Purchaser agrees that neither Seller nor any of its affiliates shall have any liability to Purchaser with respect to any claim or cause of action arising out of, in connection with, or resulting from the disassembly or any other activity related to the removal of equipment from Seller's facility, including but not limited to, claims arising in contract, tort (including negligence of any degree), strict liability or otherwise. Without limiting the generality of the foregoing, in no event shall Seller or its affiliates be liable to Purchaser for any direct, indirect, special, incidental, consequential, reliance, punitive, or exemplary damages, or any loss of profit, date, opportunity, savings or interest, or any penalties or assessments imposed under applicable laws or otherwise, even if Seller or an of its affiliates, or any other respective officers, directors, employees or agents have been advised of the likelihood thereof.

Purchaser shall defend, indemnify, and hold harmless Seller and its affiliates and their respective employees, agents, officers, directors, representatives and underwriters, from and against any and all losses, expenses (including attorneys' fees), liens, claims, demands and causes of action of every kind and character, including but not limited, those for personal injury to or death of any person, and/or for damages to or loss of property of any equipment from Seller's facility.

I have read, understand and agree the above statements and conditions concerning all material and/or equipment purchased on this date from the above-named parties.

Purchaser signature: _____

Printed Name of Purchaser: _____

Title of individual signing (if applicable): _____

Date: _____