

## RIGGER EQUIPMENT REMOVAL AND SITE ACCESS AGREEMENT

This Rigger Equipment Removal and Site Access Agreement (this "Agreement") is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2014, by and among CAPITAL RECOVERY GROUP, LLC (the "Seller"), Bidder No. \_\_\_\_\_, \_\_\_\_\_ (the "Buyer"), \_\_\_\_\_, \_\_\_\_\_, (the "Rigger") and \_\_\_\_\_ (the "Property Owner").

### RECITALS

WHEREAS, Seller has sold certain machinery and equipment to the Buyer; and

WHEREAS, the machinery and equipment sold to the Buyer (the "Purchased Equipment") is described on the Seller's invoice to Buyer attached hereto as Exhibit A and made a part hereof (the "Seller Invoice"); and

WHEREAS, the Purchased Equipment is located on the real property and/or the buildings and improvements located thereon commonly known as \_\_\_\_\_ (together with such buildings and improvements, collectively, the "Real Property"); and

WHEREAS, the Buyer is retaining the Rigger to remove the Purchased Equipment from the Real Property in accordance with the Terms of this Agreement; and

WHEREAS, in accordance with that certain Property Access Agreement between the Seller and the Property Owner, the Rigger has ingress and egress access rights to the Real Property in order for the Rigger to dismantle and remove the Purchased Equipment from the Real Property on behalf of the Buyer, provided such dismantling and removal is undertaken in accordance with the terms of this Agreement.

NOW, THEREFORE, Seller, Buyer, Property Owner and Rigger agree as follows:

1. Buyer hereby retains Rigger to remove the Purchased Equipment in accordance with the terms of this Agreement. Buyer has retained the Rigger of its choice and any disagreements between Buyer and Rigger shall be handled between them. Seller and Property Owner shall not have any involvement in their transaction whatsoever, except as to the indemnification stated herein. Rigger (i) hereby accepts such retention to remove the Purchased Equipment in accordance with the terms of this Agreement, and (ii) shall be fully responsible and liable for the removal of the Purchased Equipment from the Real Property in accordance with the terms of this Agreement and all applicable laws and regulations.
2. Rigger shall have removed the Purchased Equipment from the Real Property no later than the date set forth in the Seller Invoice. During such removal process, neither the Rigger nor its agents, employees or subcontractors shall interfere with the use of the Real Property by the Property Owner, its tenants, the Seller, or any of their respective invitees, agents, or employees. Rigger and its employees, subcontractors, agents and representatives (a) shall have access to the Real Property in accordance with the term of this Agreement solely for the purpose of dismantling and removing the Purchased Equipment; (b) shall enter and leave the Real Property as directed by Property Owner and/or Seller; (c) shall comply with all requests and directions from the Seller, Property Owner and their respective agents, limiting their movement on the Real Property solely to those areas where they are required to be present in order to gain access to and to remove the Purchased Equipment; and (d) shall not enter upon any other portion of the Real Property. Prior to entry or the commencement of any work, Rigger shall comply with the provisions set forth in Section 12 herein.
3. Rigger shall be fully responsible and liable for all acts and omissions of its subcontractors, employees, agents and representatives. Rigger hereby indemnifies, defends, protects and holds harmless Seller, Property Owner and their respective managers, officers, directors, shareholders, members, agents, attorneys,

employees, successors and assigns (collectively, the "Indemnified Parties") from and against any and all claims, demands, notices, damages, losses, liabilities, actions, causes of action and judgments, arising from or relating to (a) the performance by Rigger and its employees, subcontractors, agents or representatives under this Agreement, (b) personal injury to (i) Rigger and its employees, subcontractors, agents or representatives, (ii) Seller's or Property Owner's respective employees, agents, representatives or invitees, and (iii) all other third parties, (c) property damage to (A) the Real Property, (B) the Purchased Equipment, (C) property of Rigger or its employees, subcontractors, agents or representatives, and (D) any other property located at the Real Property, or (d) any breach or default of any term of this Agreement by Rigger or its employees, subcontractors, agents or representatives.

4. Equipment and materials which have to be removed at the Real Property in order to access the Purchased Equipment must be reset with the proper blocking and bracing, as required and in a manner approved by Seller or Property Owner. Any surface, structural or non-structural damage caused to any machinery, equipment, tools or other property located at the Real Property, or to the Real Property, including but not limited to the walls, floors, beams, overhead doors, overhead cranes, gates and/or any other portion of the Real Property will be the responsibility of Rigger and all damage to other machinery and equipment or tools, or to the Real Property, including but not limited to the walls, floors, beams, overhead doors, overhead cranes, gates and/or any other portion of the Real Property must be restored to the condition immediately prior to the commencement of any work by the Rigger at Rigger's cost or such amounts reimbursed to Property Owner, at Property Owner's election. Rigger will report all damage to any machinery, equipment, tools or other personal property, or to the walls, floors, beams, overhead doors, overhead cranes and/or any other portion of the Real Property caused or contributed to by Rigger and its subcontractors, agents, representatives or employees. All floor bolts and/or anchoring fasteners remaining after the Purchased Equipment is removed are to be cut flush to the floor and sanded smooth by Rigger, and the area shall be left broom clean. Any wall penetrations must be patched to match existing walls and sealed tight. All remaining piping terminations must have valves or blinds installed. All electric wiring and utility piping must be safely disconnected and sealed at the power source and all supports, brackets, braces and all conduit between the floor and bar joints must be removed by the Rigger. Should any pits or any hazards of any type be created during the time Rigger is removing the Purchased Equipment, or as a result of removing the Purchased Equipment, it is the responsibility of the Rigger to guard these areas using generally accepted health and safety practices including pipes or bars welded in place, or suitable safety barriers installed, all as acceptable to the Property Owner and in compliance with all applicable laws and regulations. Rigger will not be permitted to leave with Purchased Equipment until repairs are made and approved by Property Owner.

5. The removal of the Purchased Equipment is to be staged for loading only for the length of time, in the area(s), and in the manner designated by Seller or Property Owner.

6. It is the responsibility of Rigger to disconnect all Purchased Equipment. Further, it is the Rigger's responsibility to make absolutely sure that the power is shut off to the Purchased Equipment before disconnecting. If it is not clear that the power is properly and safely shut off, Rigger must contact the Property Owner and cease all work until Rigger confirms all power to the Purchased Equipment is off and it is safe to proceed.

7. Each of Property Owner and Seller reserves the right to inspect all trucks and tool boxes belonging to the Rigger and its subcontractors, agents, representatives and employees. Instances of theft will result in immediate termination of this Agreement and the right of Property Owner or Seller to prosecute Rigger to the fullest extent of the law. Any equipment or tools left at the Real Property 45 days after the Purchased Equipment has been removed from the Real Property shall become the property of the Property Owner, who may either retain, sell, dispose or require that Rigger remove same at Rigger's expense. All costs incurred by the Property Owner to dispose of such items shall be promptly paid to Property Owner by Rigger.

**8. RIGGER HEREBY ACKNOWLEDGES THAT THE (A) PURCHASED EQUIPMENT MAY CONTAIN ASBESTOS, PCBS OR OTHER HAZARDOUS MATERIALS, AND (B) REMOVAL OF THE PURCHASED EQUIPMENT MAY RELEASE ASBESTOS, PCBS OR OTHER HAZARDOUS MATERIALS. RIGGER AGREES THAT IT IS RESPONSIBLE FOR (I) PREVENTING ANY RELEASE OF ASBESTOS, PCBS OR OTHER**

**HAZARDOUS MATERIALS, AND (II) EMPTYING ANY RESERVOIRS AND LINES LEADING TO AND FROM THE PURCHASED EQUIPMENT THAT MAY CONTAIN FUEL, HYDRAULIC FLUID, LUBRICANTS OR ANY OTHER HAZARDOUS MATERIAL. IN REMOVING THE PURCHASED EQUIPMENT IN ACCORDANCE WITH THIS AGREEMENT, RIGGER WILL (1) SUPPLY ALL CONTAINERS AND OTHER NECESSARY ITEMS AND EQUIPMENT, (2) REMOVE ALL PURCHASED EQUIPMENT IN A SAFE AND LEGAL MANNER AND IN COMPLIANCE WITH ALL APPLICABLE LAWS AND REGULATIONS, AND (3) BE RESPONSIBLE FOR THE PROPER HANDLING AND STORAGE OF THE PURCHASED EQUIPMENT AS BUYER'S PROPERTY. IF ANY OILS, OTHER CHEMICALS OR OTHER HAZARDOUS MATERIALS SHOULD LEAK OR SPILL DURING REMOVAL OF THE PURCHASED EQUIPMENT OR BE PRESENT ON ANY PART OF THE REAL PROPERTY, RIGGER WILL IMMEDIATELY NOTIFY SELLER AND PROPERTY OWNER, AND SHALL PROMPTLY CLEAN UP ANY SUCH SPILL TO SELLER'S AND PROPERTY OWNER'S SATISFACTION AND IN ACCORDANCE WITH APPLICABLE LAWS AND REGULATIONS, INCLUDING, BUT NOT LIMITED TO, PROVIDING NECESSARY ENGINEERING CONTROLS AND/OR PERSONAL PROTECTIVE EQUIPMENT TO PREVENT UNACCEPTABLE EXPOSURE TO RELEASED MATERIALS. SELLER AND PROPERTY OWNER RESERVE THE RIGHT TO (Y) PROMPTLY RECEIVE FREE OF CHARGE, COPIES OF NOTICES AND WORK PLANS PRIOR TO THE COMMENCEMENT OF THE PURCHASED EQUIPMENT REMOVAL AND COPIES OF ALL REPORTS AND TEST RESULTS REQUESTED BY SELLER OR PROPERTY OWNER, AND (Z) BE PRESENT DURING SAMPLING AND TO COLLECT SPLIT SAMPLES. RIGGER HEREBY INDEMNIFIES, DEFENDS, PROTECTS AND HOLDS HARMLESS, THE INDEMNIFIED PARTIES FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, LIABILITIES, ACTIONS, CAUSES OF ACTION, COSTS AND JUDGMENTS, INCLUDING WITHOUT LIMITATION, ATTORNEYS' FEES, ARISING FROM OR RELATING TO ANY RELEASE OF ASBESTOS, PCBS OR OTHER HAZARDOUS MATERIALS IN CONNECTION WITH THE REMOVAL AND TRANSPORTATION OF THE PURCHASED EQUIPMENT FROM THE REAL PROPERTY.**

As used in this Agreement, "Hazardous Materials" means (a) substances that are defined or listed in, or otherwise classified pursuant to, any applicable laws or regulations as "hazardous substances," "hazardous materials," "hazardous wastes," "toxic substances," or any other formulation intended to define, list, or classify substances by reason of deleterious properties such as ignitability, corrosivity, reactivity, carcinogenicity, reproductive toxicity, or "EP toxicity," (b) oil, petroleum, or petroleum derived substances, natural gas, natural gas liquids, synthetic gas, drilling fluids, produced waters, and other wastes associated with the exploration, development, or production of crude oil, natural gas, or geothermal resources, (c) any flammable substances or explosives or any radioactive materials, and (d) asbestos in any form or electrical equipment that contains any oil or dielectric fluid containing levels of polychlorinated biphenyls in excess of 50 parts per million.

9. Rigger represents and warrants to Seller and Property Owner as follows: (i) Rigger is duly organized and existing and in good standing under the laws of the jurisdiction of its organization and qualified to do business in any state where it is transacting its business; (ii) the execution, delivery and performance by Rigger has been duly authorized by all necessary action of Rigger; and (iii) this Agreement is the legally valid and binding obligations of Rigger and enforceable against Rigger in accordance with its terms.

10. Rigger is aware that the Real Property is or may be an inactive industrial facility. Prior to and during removal of the Purchased Equipment, Rigger will provide, install and maintain all required barriers and protect against any unsafe or unlawful condition, including but not limited to complying with this Agreement and all local, state and federal environmental laws and health and safety standards. Rigger shall have the sole responsibility to ascertain the terms and scope of all applicable laws and standards in respect of the Removal of the Purchased Equipment. Rigger shall attend and/or require its subcontractors, agents and employees to attend any and all meetings/classes concerning safety, environmental and/or scheduling issues for the Real Property and neither Seller nor Property Owner shall have any responsibility or liability arising from the failure of Rigger or its subcontractors, agents, representatives or employees to comply with the foregoing or for any condition resulting from the acts or omissions of Rigger and its subcontractors, agents, representatives and employees even if in full compliance with applicable laws and regulations.

11. Rigger and its subcontractors, agents, representatives and employees will leave all portions of the Real Property in the condition required under this Agreement and also by applicable standards.

12. Prior to any entry onto the Real Property and during the removal of the Purchased Equipment Rigger shall maintain insurance acceptable to Seller and Property Owner and obtain and deliver to Seller and Property Owner, certificates of insurance from carriers acceptable to Seller, evidencing (i) Rigger's maintenance of workers' compensation and employers' liability (E.L.) insurance in an amount of not less than \$500,000, E.L. each accident or disease pursuant to all applicable state and local statutes and regulations, (ii) automobile liability insurance coverage in the amount of at least \$1,000,000 combined single limit (each accident), (iii) general liability insurance coverage in the amount of at least \$1,000,000 per occurrence/\$2,000,000 in the aggregate, \$100,000 damage to rented equipment, (iii) umbrella insurance coverage in the amount of at least \$1,000,000 per occurrence/\$1,000,000 in the aggregate, and (iv) such other insurance as requested by Seller and/or Property Owner, in each case, valid and enforceable throughout the removal period (the foregoing is collectively referred to as the "Rigger Insurance"). The Rigger Insurance must be acceptable to Seller and Property Owner identifying Seller and Property Owner as additional named insureds and Seller and Property Owner as loss payee (with respect to the insurance described in (iii) above). Rigger shall also be bonded as required by law and/or by Seller and Property Owner. In addition, Seller may, in its sole discretion, require Rigger to coordinate its work so that Seller's representative may be present at the time of dismantling, loading, moving, repair or restoration or similar activities associated with the removal of Purchased Equipment, and may require that Rigger reimburse Seller for the reasonable costs and expenses relating, without limitation, to supervision, inspection, clean up, restoration and compliance with applicable laws and regulations.

13. **THIS AGREEMENT SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA WITHOUT GIVING EFFECT TO PROVISIONS FOR CHOICE OF LAW THEREUNDER. EACH OF THE PARTIES HERETO AGREES THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS AGREEMENT SHALL BE TRIED AND LITIGATED ONLY IN THE STATE COURTS AND, TO THE EXTENT PERMITTED BY APPLICABLE LAW, FEDERAL COURTS LOCATED IN THE COUNTY WHERE THE REAL PROPERTY IS SITUATED. IN ANY SUCH ACTION OR PROCEEDING, EACH OF THE PARTIES HERETO WAIVES PERSONAL SERVICE OF THE SUMMONS AND COMPLAINT OR OTHER PROCESS AND PAPERS THEREIN AND AGREES THAT THE SERVICE THEREOF MAY BE MADE BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, DIRECTED TO EACH OF THE PARTIES AT ITS OFFICES SET FORTH HEREIN. EACH OF THE PARTIES HERETO, TO THE FULL EXTENT NOW OR HEREAFTER PERMITTED BY APPLICABLE LAW, HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF ANY OF THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. EACH OF THE PARTIES HERETO REPRESENT THAT EACH HAS REVIEWED THIS WAIVER AND EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. IN THE EVENT OF LITIGATION, A COPY OF THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.**

14. This Agreement shall bind and inure to the benefit of the respective successors and assigns of each of the parties, provided, however, that Rigger may not assign this Agreement or any rights or duties hereunder without the Seller's and Property Owner's prior written consent and any prohibited assignment shall be absolutely void *ab initio*. No amendment or waiver of any provision of this Agreement shall be effective unless the same shall be in writing and signed by all of the parties hereto. Each provision of this Agreement shall be severable from every other provision of this Agreement for the purpose of determining the legal enforceability of any specific provision.

15. This Agreement may be executed in counterparts and by facsimile or other electronic signatures, each of which when so executed, shall be deemed an original, but all of which shall constitute but one and the same instrument.

16. In the event any suit, action or proceeding is instituted by any party in connection with the breach, enforcement or interpretation of this Agreement, the prevailing party therein shall be entitled to the award of reasonable attorneys' fees and related costs, in addition to whatever other relief the prevailing party may be awarded.

17. Rigger agrees and acknowledges that all references to "Rigger" in this Agreement in describing the Rigger's performances or compliances under this Agreement shall also include the subcontractors, agents, representatives and employees of Rigger.

18. Rigger has read and understands all of the terms and conditions contained in this Agreement.

SELLER: CAPITAL RECOVERY GROUP, LLC.  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: 1654 King Street, Ste 9, Enfield, CT 06082

PROPERTY OWNER:  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_

RIGGER: \_\_\_\_\_  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_

BUYER: \_\_\_\_\_  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_