

SPECIAL PROVISIONS ADDENDUM

To Commercial Contract - Improved Property between Ritchie Bros. Properties Inc. and

1. Paragraph 3.D. is added to read as follows:

In addition to the sales price and other amounts payable to Seller hereunder, Buyer shall pay to Seller, at closing, an administration fee in the amount of one percent of the sales price; provided, however, that such administration fee shall be waived if Buyer is represented by a Broker/Agent as provided in Section 9.D. below.

2. Paragraph 3.E. is added to read as follows:

Allocation of Purchase Price: The parties agree that in the event either of them is required to make, file or elect an allocation of the sales price for the Property as between the land and any buildings or improvements, the Buyer will accept Seller's reasonable allocation (indicated by either percentages or fixed amounts). This covenant will survive the closing.

3. Paragraph 7.A. is amended in its entirety to read as follows and is included in the Contract:

Property Conveyed "AS IS". IT IS UNDERSTOOD AND AGREED THAT SELLER IS NOT MAKING AND SPECIFICALLY DISCLAIMS ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OR REPRESENTATIONS AS TO MATTERS OF TITLE, ZONING, TAX CONSEQUENCES, PHYSICAL OR ENVIRONMENTAL CONDITIONS, AVAILABILITY OF ACCESS, INGRESS OR EGRESS, OR PROJECTIONS, VALUATION, GOVERNMENTAL APPROVALS, GOVERNMENTAL REGULATIONS OR ANY OTHER MATTER OR THING RELATING TO OR AFFECTING THE PROPERTY, INCLUDING, WITHOUT LIMITATION, (i) THE VALUE, CONDITION, MERCHANTABILITY, MARKETABILITY, PROFITABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE OF THE PROPERTY, (ii) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS INCORPORATED INTO ANY OF THE PROPERTY AND (iii) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE PROPERTY. BUYER HAS NOT RELIED UPON AND WILL NOT RELY UPON, EITHER DIRECTLY OR INDIRECTLY, ANY REPRESENTATION OR WARRANTY OF SELLER OR ANY AGENT OF SELLER EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES OF SELLER IN THIS CONTRACT. BUYER REPRESENTS THAT IT IS A KNOWLEDGEABLE BUYER OF REAL ESTATE AND THAT IT IS RELYING SOLELY ON ITS OWN EXPERTISE AND THAT OF BUYER'S CONSULTANTS IN PURCHASING THE PROPERTY. BUYER WILL CONDUCT SUCH INSPECTIONS AND INVESTIGATIONS OF

THE PROPERTY AS BUYER DEEMS NECESSARY, INCLUDING, BUT NOT LIMITED TO, THE PHYSICAL AND ENVIRONMENTAL CONDITIONS THEREOF, AND SHALL RELY UPON SAME. UPON CLOSING, BUYER SHALL ASSUME THE RISK THAT ADVERSE MATTERS, INCLUDING, BUT NOT LIMITED TO, ADVERSE PHYSICAL AND ENVIRONMENTAL CONDITIONS, MAY NOT HAVE BEEN REVEALED BY BUYER'S INSPECTIONS AND INVESTIGATIONS BUYER ACKNOWLEDGES AND AGREES THAT UPON CLOSING, SELLER SHALL SELL AND CONVEY TO BUYER AND BUYER SHALL ACCEPT THE PROPERTY "AS IS, WHERE IS" WITH ALL FAULTS. BUYER FURTHER ACKNOWLEDGES AND AGREES THAT EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS CONTRACT, THERE ARE NO ORAL AGREEMENTS, WARRANTIES OR REPRESENTATIONS, COLLATERAL TO OR AFFECTING THE PROPERTY BY SELLER, ANY AGENT OF SELLER OR ANY THIRD PARTY. THE TERMS AND CONDITIONS OF THIS PARAGRAPH SHALL EXPRESSLY SURVIVE THE CLOSING, NOT MERGE WITH THE PROVISIONS OF ANY CLOSING DOCUMENTS AND SHALL BE INCORPORATED INTO THE DEED. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS CONTRACT, SELLER IS NOT LIABLE OR BOUND IN ANY MANNER BY ANY ORAL OR WRITTEN STATEMENTS, REPRESENTATIONS, OR INFORMATION PERTAINING TO THE PROPERTY FURNISHED BY ANY REAL ESTATE BROKER, AGENT, EMPLOYEE, SERVANT OR OTHER PERSON, UNLESS THE SAME ARE SPECIFICALLY SET FORTH OR REFERRED TO HEREIN. BUYER FURTHER ACKNOWLEDGES AND AGREES THAT THE PROVISIONS OF THIS PARAGRAPH WERE A MATERIAL FACTOR IN THE DETERMINATION OF THE SALES PRICE FOR THE PROPERTY.

4. All materials and documents provided under Paragraph 7.D. are limited to those in the Seller's possession or immediate control; the Seller makes no warranty or representations as to any such materials or documents, including particularly any materials or documents prepared by third parties. The delivery under Section 7.D. is subject to, and not an exception to, the limitations of Section 7.A.

5. Paragraph 9.D. is added as follows:

In the event Buyer has delivered a Broker Registration Form prior to the execution of this contract, the Broker/Agent identified on the Form shall be deemed the Principal Broker for all purposes herein. If Buyer has not timely delivered a Broker Registration Form, no fees or commissions shall be paid. Buyer agrees to indemnify and hold Seller harmless from and against any and all claims to or demands for brokerage commissions or other compensation asserted by any person, firm or corporation in connection with this contract or the transaction contemplated to the extent that any such claim or demand as based upon a contract or commitment of the Buyer other than the brokerage fee set forth herein.

6. Paragraph 14.A.(2) is deleted in its entirety and replaced with the following:

If the Closing shall occur before the tax rate or the assessed valuation of the Property is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the preceding year applied to the latest assessed valuation.

7. Paragraph 15.B. is added as follows:

If for any reason whatsoever Seller shall default under this contract, Buyer may, after the giving of notice and passage of any applicable cure period and as its sole remedy, terminate this contract and receive a refund of the earnest money and, in addition, receive from Seller the sum of \$1,000.00, an amount which the parties agree to be a reasonable and foreseeable estimate of the actual damages incurred by the Buyer incident to the breach of this contract by Seller, if any. Upon the making of such payment and refund, this contract shall be null and void and of no further force or effect except for those provisions expressly stated to survive the termination of this contract. Buyer hereby waives all other rights and remedies that it might have, including but not limited to, the right to sue for damages.

8. Paragraph 15.C. is added as follows:

Except for failure to close timely, either party shall give the other 5 days notice and opportunity to cure defaults before exercising any remedy for breach or default. A party's failure to timely deliver notice of a default shall be deemed a waiver of the default.

9. The following is added at the end of Paragraph 19:

C. The representations of Seller set forth in Paragraph 19.B. are made to the actual present knowledge of Glen Valentine (the Senior Manager for the Property for Seller), without such individual having any duty or obligation to make an independent inquiry or investigation. Glen Valentine is an individual who is likely to receive notices relating to the Property in the ordinary course of action. Any reference to Seller's "receipt" or language similar thereto of notices or other written documents shall mean the actual receipt of the same by Glen Valentine. In no event shall Buyer be entitled to assert any cause of action against Glen Valentine nor shall Glen Valentine have any personal liability whatsoever for any matter under or related to this Contract. At Closing, Seller shall update the representations made in Paragraph 19.B. above as the facts then exist. The representations made in Paragraph 19.B. and any update of such representations shall survive the Closing for six (6) months; provided, however, any representation which results in a reduction of the sales price as set pursuant to Paragraph 19.D. below shall not survive the Closing. In any event, Seller's maximum liability after Closing for representations that survive Closing shall not exceed Twenty Five Thousand and 00/100 Dollars (\$25,000.00).

D. Subject to the provisions of Paragraph 19.E. below, if any representation of Seller shall fail to be true in any material and adverse respect, Buyer's sole remedy shall be to terminate this Contract and receive the return of the earnest money and upon the receipt of same, this Contract shall be null and void and of no further force or effect and, except for those provisions expressly

stated to survive the termination of this Contract, neither party shall have any rights or obligations against or to the other. Seller shall have the option to rescind Buyer's termination of this Contract and adjourn the Closing for a period not to exceed thirty (30) days beyond the date scheduled for the Closing in order to make such representation true. If the Closing shall take place without Buyer making an objection to an untrue representation of which Buyer shall have knowledge, Buyer shall be deemed to have waived all liability of Seller by reason of such untrue representation. The provisions of this Paragraph 19.D. shall survive the Closing or termination of this Contract.

E. The provisions of Paragraph 19.D. above to the contrary notwithstanding, if any representation(s) shall fail to be true and such representation(s) can be made true by the payment of a liquidated sum of money only, and if both (a) such representation(s) can reasonably be expected to be made true within a period of thirty (30) days beyond the date scheduled for Closing and (b) the sum of money required to make such representation(s) true shall not exceed Twenty-Five Thousand and 00/100 (\$25,000.00) Dollars in the aggregate (the "Maximum Representation Expense"), in such event, Seller agrees to adjourn the Closing for the period required to make such representation(s) true, but not to exceed thirty (30) days beyond the date scheduled for the Closing and to expend (or, at Seller's election, to obligate itself to expend by indemnity agreement, bond or any other manner) an amount not to exceed the Maximum Representation Expense. If there shall be any untrue representation(s) which can be made true by the payment of a sum of money only which exceeds the Maximum Representation Expense, or which can be made true by the payment of not more than the Maximum Representation Expense but not within said thirty (30) day period, and Seller notifies Buyer that Seller elects not to, or cannot, make such representation(s) true within the available time, Buyer may elect to (i) cancel this Contract by notice to Seller given within five (5) business days after receipt of Seller's notice or (ii) close with a credit from Seller equal to the lesser of the amount required to make the representation true or the Maximum Representation Expense. If Buyer fails to timely cancel this Contract as provided in the preceding sentence, Buyer shall nevertheless proceed to Closing and the sales price shall be reduced by the lesser of the sum of money required to make such representations true or the Maximum Representation Expense. Anything in this Section to the contrary notwithstanding, an attempt by Seller to make any untrue representation to be true shall not be deemed to be or create an obligation of Seller to make the same true.

EXHIBIT D
TO
To Commercial Contract - Improved Property between
Ritchie Bros. Properties Inc.

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

DEED WITHOUT WARRANTY

THE STATE OF TEXAS §
 § KNOW ALL BY THESE PRESENTS:
COUNTY OF HARRIS §

THAT the undersigned, RITCHIE BROS. PROPERTIES INC., a Washington corporation, hereinafter referred to as "Grantor," for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration in hand paid by _____, hereinafter referenced "Grantee," the receipt and sufficiency of which is hereby acknowledged, has GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY unto Grantee, the following described real property, to-wit:

That certain tract of land described on Exhibit "A", attached hereto and incorporated by reference herein.

together with all and singular the rights and appurtenances thereto in any way belonging (collectively, the "Property"), to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever, without express or implied warranty. All warranties that might arise by common law as well as the warranties in section 5.023 of the Texas Property Code (or its successor) are excluded.

The conveyance described herein is expressly subject to that certain DECLARATION OF RESTRICTIVE COVENANTS executed by Grantor on _____, 2009 and filed for record under Clerk's File No. _____ of the Real Property Records of Harris County, Texas (the "Covenant"); and any violation of the Covenant shall permit the Grantor to (a) obtain injunctions against such auctions with or without a breach and without a bonding requirement; (b) for each breach or threatened breach of this covenant, the Grantee shall pay as liquidated damages and not as a penalty, the sum of \$10,000 per day for each day the breach or threatened breach continues and until the threat or the breach is abated, as well as all costs and attorney fees of the Grantor for enforcing the Covenant, obtaining judgment for the aforesaid damages

(including interest at the lesser of the highest rate allowed by law or 18% per annum until paid) and complete collection and satisfaction of the judgment plus earned interest. Grantor and Grantee stipulate that (a) the Covenant touches and concerns the Property; (b) privity of estate exists by reason of the ownership of the Property; (c) notice is given by filing this instrument in the real property records of the county in which the Property is situated; and (d) the Covenant is reasonable, its purpose being for the common benefit of Grantor, Grantee, and the present owner (RITCHIE BROS. PROPERTIES INC., a Washington corporation) and future owner(s) of a fee simple interest in land of the Benefited Property (as described in the Covenant). Any failure of Grantor or the owner of the Benefited Property, or their respective successors or assigns, to complain of any default, irrespective of how long such failure shall continue, shall not constitute a waiver of the right to seek enforcement of the Covenant set forth herein.

IT IS UNDERSTOOD AND AGREED THAT GRANTOR IS NOT MAKING AND SPECIFICALLY DISCLAIMS ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OR REPRESENTATIONS AS TO MATTERS OF TITLE, ZONING, TAX CONSEQUENCES, PHYSICAL OR ENVIRONMENTAL CONDITIONS, AVAILABILITY OF ACCESS, INGRESS OR EGRESS, OR PROJECTIONS, VALUATION, GOVERNMENTAL APPROVALS, GOVERNMENTAL REGULATIONS OR ANY OTHER MATTER OR THING RELATING TO OR AFFECTING THE PROPERTY, INCLUDING, WITHOUT LIMITATION, (i) THE VALUE, CONDITION, MERCHANTABILITY, MARKETABILITY, PROFITABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE OF THE PROPERTY, (ii) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS INCORPORATED INTO ANY OF THE PROPERTY AND (iii) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE PROPERTY. GRANTEE HAS NOT RELIED UPON AND WILL NOT RELY UPON, EITHER DIRECTLY OR INDIRECTLY, ANY REPRESENTATION OR WARRANTY OF GRANTOR OR ANY AGENT OF GRANTOR EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES OF GRANTOR IN THE COMMERCIAL CONTRACT – IMPROVED PROPERTY DATED _____, 2009 BETWEEN GRANTOR AND GRANTEE ("CONTRACT"). GRANTEE REPRESENTS THAT IT IS A KNOWLEDGEABLE BUYER OF REAL ESTATE AND THAT IT IS RELYING SOLELY ON ITS OWN EXPERTISE AND THAT OF GRANTEE'S CONSULTANTS IN PURCHASING THE PROPERTY. GRANTEE HAS CONDUCTED SUCH INSPECTIONS AND INVESTIGATIONS OF THE PROPERTY AS GRANTEE DEEMS NECESSARY, INCLUDING, BUT NOT LIMITED TO, THE PHYSICAL AND ENVIRONMENTAL CONDITIONS THEREOF, AND SHALL RELY UPON SAME. GRANTEE ASSUMES THE RISK THAT ADVERSE MATTERS, INCLUDING, BUT NOT LIMITED TO, ADVERSE PHYSICAL AND ENVIRONMENTAL CONDITIONS, MAY NOT HAVE BEEN REVEALED BY GRANTEE'S INSPECTIONS AND INVESTIGATIONS GRANTEE ACKNOWLEDGES AND AGREES THAT GRANTOR SELLS AND CONVEYS TO GRANTEE AND GRANTEE ACCEPTS THE PROPERTY "AS IS, WHERE IS" WITH ALL FAULTS. GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT EXCEPT AS OTHERWISE PROVIDED IN THE CONTRACT, THERE ARE NO ORAL AGREEMENTS, WARRANTIES OR REPRESENTATIONS, COLLATERAL TO OR AFFECTING THE

PROPERTY BY GRANTOR, ANY AGENT OF GRANTOR OR ANY THIRD PARTY. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THE CONTRACT, GRANTOR IS NOT LIABLE OR BOUND IN ANY MANNER BY ANY ORAL OR WRITTEN STATEMENTS, REPRESENTATIONS, OR INFORMATION PERTAINING TO THE PROPERTY FURNISHED BY ANY REAL ESTATE BROKER, AGENT, EMPLOYEE, SERVANT OR OTHER PERSON, UNLESS THE SAME ARE SPECIFICALLY SET FORTH IN THE CONTRACT. GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT THE PROVISIONS OF THIS PARAGRAPH WERE A MATERIAL FACTOR IN THE DETERMINATION OF THE SALES PRICE FOR THE PROPERTY.

[SIGNATURE APPEARS ON FOLLOWING PAGE]

EXHIBIT A TO THE DEED WITHOUT WARRANTY

Legal Description