

LEGAL NAME OF AGENCY: Central Intermediate Unit	DATE: January 1, 2019
ADDRESS: 345 LINK RD, WEST DECATUR, PA 16878	REGIONAL MANAGER, GOVERNMENT: Joe Smith


This PIGGYBACK AGREEMENT ("Agreement") is entered into as of the date first written above (the "Effective Date") by and between IronPlanet, Inc., a Delaware corporation doing business as "GovPlanet" ("GovPlanet") and the customer identified above ("Agency") for the sale of equipment and other business and surplus assets ("Equipment") through IronPlanet's sites and services (e.g., www.ironplanet.com, www.govplanet.com, and any third party marketplace (together, the "Marketplace"). This Agreement shall allow the Agency to list Equipment for sale through GovPlanet on several different selling formats within the Marketplace (each a "Listing"). This Agreement is a piggyback of the Agreement between GovPlanet and the Commonwealth of Pennsylvania Department of General Services, effective January 1, 2019, Contract #4400019747 (the "Master Contract"), a copy of which is included as Schedule B herein.

1. AGENCY INFORMATION	
Authorized Representative	Dr. J. Hugh Dwyer
Title of Authorized Representative	Executive Director
Email	hdwyer@ciu10.org
Telephone	814-342-0884
2. COMMERCIAL TERMS	
Equipment	Pursuant to the terms and conditions of this Agreement, The Agency authorizes GovPlanet to offer and sell the Equipment listed on one or more lists of equipment provided to GovPlanet in the form attached as Schedule A .
Services – Online Auction Services	IronPlanet shall provide online auction services in accordance with the Master Contract.
Rates	All rates extended to Agency shall be in accordance with the Master Contract. The Agency shall not be charged for online auction services under the Agreement. GovPlanet shall charge a Buyer's Premium Fee of 10% of the final selling price of all items sold under the Agreement.
3. TITLED EQUIPMENT	
Agency hereby appoints GovPlanet as its attorney-in-fact with a limited power of attorney ("LPOA") to execute on Agency's behalf, all documents necessary and required to transfer title to, and permit registration of ownership of, any portion of the Equipment to the Buyer; provided, however, if original titles or a notarized LPOA are required by state or local regulation to transfer title, Agency shall provide GovPlanet with either, as applicable, (i) signed original titles or (ii) a notarized LPOA and unsigned original titles at least two weeks prior to the sale. Failure to provide title(s) and/or an LPOA as required will prevent the Equipment being made available for sale until such documentation is provided. <u>Titles shall be sent to: GovPlanet, Attn: Title Specialist, 3825 Hopyard Road, Ste. 250, Pleasanton, CA 94588. Phone: 925-225-8600.</u>	
4. WIRE TRANSFER INSTRUCTIONS	
Wiring is preferred. If wire transfer information is not completed, payment will be made by check to the Agency address noted above (unless otherwise specified) and sent via U.S. First Class mail. Payment Method: <input type="checkbox"/> Company Check <input type="checkbox"/> Wire Transfer	
Beneficiary	ABA Routing #
Bank Name	SWIFT Code (if necessary)
Bank Location (City, State/Province)	Bank Account #
5. LIENS/ENCUMBRANCES	
ARE THERE ANY LIENS ON THE EQUIPMENT? <input type="checkbox"/> YES <u>OR</u> = NO?	
If "Yes," please provide information for each lien holder in the applicable Schedule A . Unless as otherwise disclosed herein, the undersigned, on behalf of the Agency, certifies that all Equipment is or will be free of all liens, charges, security interests, tax or duty obligations or other encumbrances ("Encumbrances") prior to being placed for sale. Further, Agency: (i) authorizes GovPlanet to conduct lien searches on the Equipment;; (ii) authorizes GovPlanet to contact potential lien holders for the disclosure of Encumbrances and to obtain pay-off balances and releases; (iii) consents to the release to GovPlanet of any and all information pertaining to any Encumbrances; and (iv) assigns proceeds from the sale of the Equipment as may be required to discharge and satisfy all Encumbrances in respect of the Equipment.	
Agency's Contact Regarding Liens and Titles (Name/Phone/Fax/Email)	
6. MISCELLANEOUS	

Entire Agreement; Priority	This Agreement, together with the Master Contract and any subsequent Amendments, contains the entire agreement of the parties with respect to the subject matter hereof and supersede all previous communications, representations, understandings and agreements, either oral or written, between the parties. In the event of a conflict between the provisions of this Agreement and the Master Contract, this Agreement shall control.
Counterparts	This Agreement may be executed in counterparts, each of which shall be considered an original, but all of which together shall constitute the same instrument. Execution and delivery of the Agreement may be evidenced by facsimile, PDF (Portable Document Format), electronic signature, or acknowledgement email and shall hold the same force and effect as an original signature for purposes of binding the parties.
Term; Amendments	The term ("Term") of this Agreement shall commence on the Effective and continue until 12/31/2021 in accordance with the Term of the Master Contract. The Agency may request the sale of further equipment during the Term by providing Company with written notification, including a description of the equipment, the proposed platform and auction date and location (if applicable). Company will indicate acceptance by providing the Agency with a schedule in the form of Schedule A for both parties to initial.
Notice	Any notice between Agency and GovPlanet must be in writing and must be sent via email and by registered mail or overnight courier to the applicable contracting entity. Notices to Agency shall be sent to the address provided by Agency in this Agreement. Notices to GovPlanet shall be sent to 4000 Pine Lake Road, Lincoln, Nebraska 68516.

IN WITNESS WHEREOF, the parties herelo have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date, and each represents and warrants to the other that it has validly entered into this Agreement and has the legal power to do so.

AGENCY

By (Signature):  _____
Name: Dr. J. Hugh Dwyer
Title: Executive Director
Date: 12/10/18

GOVPLANET

By (Signature): _____
Name: _____
Title: _____
Date: _____