



Proposal for Online Auction

October 8, 2025

Curt Brannon
Sympateco, Inc.
8800 F St
Omaha, NE 68127
curt.brannon@sympatecoinc.com
402-333-1661, Ext. 1201

Dear Curt:

On behalf of EX-FACTORY, I would like to thank you for considering EX-FACTORY Auctions for your Auction Sale! We truly believe we can create the best possible sales experience while still obtaining top values in today's market. Please allow me to explain some of the major points of the sale to you in Q & A Format.

What type of auction format will be performed? We will be conducting an online-only Auction. This is a "timed" Auction that will be advertised before going online and during the 3-week period that it is live to the world. Our main activity is Woodworking Machinery, but we have successfully expanded our Auction activity into Metalworking, Stone, and Glass Machinery. At times we do offer a supervised inspection period, but we will not have hundreds of bidders wandering throughout the facility around dangerous machinery.

What is the projected timeline for our Auction? A basic idea is as follows: On the first day or days, the EXFA Team will be on-site photographing and cataloging all assets to be sold. Once we return to our home office, we will spend the next days writing detailed specifications and loading the Auction to the website. The Auction would run live online for 3 weeks. After the close of the online portion of the Auction, the winning bidders will have approximately 2 weeks to remove their items.

How will EXFA advertise and market our Auction? We manage over 100,000 unique email addresses for the Woodworking, Metalworking, and Stone and Glass Industries. Our graphics design department will create unique e-mail advertising campaigns with high-resolution pictures and pertinent specifications of your machinery. We will send out at least (3) "your equipment only" e-blasts during the 3-week period that the Auction is being conducted live online. It will also be included in other "general auction announcements" and promoted on other party website platforms.

Where are the bidders located for our event? On average and depending on the equipment ...25% – 40% of sold equipment stays within a 250-mile radius of the facility; another ...40% – 60% goes to the rest of the U.S. and Canada and the remaining ...15% – 20% leaves the U.S. and Canadian borders. Of the equipment that leaves the U.S. border, the majority is sent to Canada, Mexico, Central, and South America. Our multilingual staff communicates fluently in Spanish, French, German, Russian, and Italian; it certainly gives us the advantage to handle bidders outside the U.S. and Canada. We are the only company in our industry that provides this exceptional service.



Proposal for Online Auction (continued)

How do items get loaded and shipped to the customers? You might have the ability to load some or all the items for winning bidders. Bidders will be charged a loading fee in addition to the winning bid amount, a reasonable loading fee for the equipment to be loaded on a truck.

Quoting for crating or other packaging for buyers can be quoted during or after the Auction on a case-by-case basis. If a seller wants to hire his own rigger to load his winnings, he can hire a rigger however machinery will only be removed by licensed and insured riggers approved by both EXFA and you. All riggers are required to provide proof of insurance (minimum of \$2,000,000 liability) before being allowed on-site.

Also, we have an in-house Logistics Department that bidders can contact for freight quotes and transportation arrangements. Generally, EXFA will coordinate the handling of more than half of the customers' shipping needs. All removal expenses are paid for by the successful bidder.

Reserved or Absolute Auction? Most of our Auction Events have a reserve or "minimum sale price" attached to each item. For the Seller, it offers protection that each item will not be sold unless it meets or exceeds the reserve amount. With reserves, when an item's reserve is met, bidders know immediately that the item will be sold; it entices the bidders to stay involved and bid to win or lose the opportunity.

A "No Reserves" Auction which is referred to as an "Absolute Auction" does not have this "reserve" protection and the item sells for "what is bid". For that reason, they typically attract a larger number of bidders. The..."everyone wants to get in on the action" psychology applies.

What is EXFA's proposed commission structure? Depending on the project and work involved we will charge a Setup fee especially when extensive cleaning and staging of equipment is required. Otherwise, the only fee that we will retain from the proceeds is 15% of the collected high-bid amount for each item sold in the Auction. In other words, if the total of the high bids is ...\$100, we would send you a check for ...\$85.00 and EXFA would retain \$15.00. This "Seller's Fee" covers all Sales, Marketing, and Advertising expenses mentioned above.

Please read and complete the sections in the Consignment Agreement that follow. If in agreement, please sign and email it to kevin.welker@exfactoryauctions.com.

Best regards,

A handwritten signature in black ink that reads "Kevin R. Welker". The signature is fluid and cursive, with the first letters of each name being capitalized and prominent.

Kevin Welker
Senior Auction Manager



CONSIGNMENT AGREEMENT

This Consignment Agreement ("Agreement") indicates the terms and conditions required of EX-FACTORY INC. d/b/a EX-FACTORYAuctions (as "Consignee") and the Seller (as "Consignor") in order to facilitate the Auction of Consignor's Asset(s).

CONTACT NAME:	Curt Brannon
COMPANY NAME:	Sympateco, Inc.
FULL ADDRESS:	8800 F St Omaha, NE 68127
COUNTRY:	USA
PHONE 1:	402-333-1661, Ext. 1201
PHONE 2:	402-510-3574 (mobile)
EMAIL:	curt.brannon@sympatecoinc.com

Auction Terms & Conditions:

1. In consideration for providing said auction services, Consignee shall retain...15% of the final bid price for all Consignor Assets sold at the auction. The Consignee also will retain the amount of incurred travel expenses, not to exceed \$1,500.
2. Consignee shall also charge any third-party purchasers of Consignor Assets a buyer's premium.
3. The Parties agree that no Consignor Asset shall be sold at a selling price less than the applicable Reserve listed in the "Exhibit A", unless the Parties have agreed otherwise in writing.
4. Consignor shall provide labor to clean the machinery for photography as well as oversee inspection; load each piece at an agreed charge or at cost for the winning bidder.

CONSIGNOR'S ASSETS

The list of Consignor Assets shall be produced on a separate document labeled "Exhibit_A". Once signed, Exhibit A shall become part of this agreement. (To be supplied at a later date)

ASSET LOCATION / DATES OF AUCTION

LOCATION	8800 F St, Omaha, NE 68127		
SET-UP DATES	October 20, 2025	Through	October 22, 2025
ONLINE AUCTION DATES	October 28, 2025	Through	November 12, 2025
INSPECTION DATES	By Appointment Only		
AUCTION REMOVAL PER.	Within (10) business days after closing		

Additional Auction Consignment Terms

All persons electing to utilize the consignment services of EX-FACTORYAuctions INC ("Consignee") through its Website ("Consignor's") acknowledge and agree that Consignor's use of such services shall legally bind the Consignor by the Additional Consignment Terms set out below, which form part of and are incorporated into the Consignment Agreement (the "Consignment Agreement") between Consignor and Consignee.

1. **Engagement of Consignee.** Consignor hereby engages Consignee to conduct auction(s) through Consignee's Website for the purpose of selling those items Consignor is legally entitled to sell. Consignor shall produce legal documentation indicating Consignor's legal right to sell the items listed in the Consignor's Assets section above.
2. **Exclusivity.** Consignee shall have the exclusive rights to sell any and all items identified in the attached "Exhibit_A" of this agreement. No item listed in said "Exhibit_A" shall be sold by the Consignor unless the Consignee is to receive the indicated commissions and fees as outlined in this agreement. These exclusive rights shall commence on the date that this agreement is signed and will terminate (1) month after the close of the auction.
3. **Reserves.** Reserve prices are listed in the Consignor's Assets section above for each asset and this amount shall constitute the minimum amount an asset will be sold for by Consignee at Auction. Consignor is obligated to sell such asset listed above whereby a winning bid equals or exceeds the Reserve amount.
4. **Expected High & Low Values.** Expected High & Low Values listed in the Consignor's Assets section above for each asset are merely estimates and do not represent a guarantee of the price for which each asset is ultimately sold. EXF provides no guarantee and no responsibility in the event that the individual/overall proceeds do not meet the owner's expectations.



CONSIGNMENT AGREEMENT (continued)

5. Timing of Auction. The Auction shall be held on the Auction Date determined by Consignee shortly after the date Consignor executes this Consignment Agreement. Consignee may, in its discretion, change the Auction Date, provide Dates that the lots can be loaded, and state the final Date for removal (collectively the "Dates"); provided, however that the Consignee shall not advance or delay the new Dates by more than ten (10) days from the Dates originally agreed to by the parties.

6. Proceeds of Auction of Consignor Assets. The proceeds of Consignor Assets sold at Auction shall be forwarded to Consignor within (10) business days of receipt from Purchaser(s) with the appropriate deductions set forth herein. Consignor shall release all assets upon Consignee approval that funds have been received.

7. Consignee Fee. As a fee for services rendered to Consignor, Consignee shall retain 15% of the received high bid price for all Consignor Assets sold at Auction.

8. Buyer's Premium. Consignee may also charge any third-party purchasers whose bid is accepted by Consignee as the winning bid in an Auction (such purchasers and any other purchaser of Consignor Assets, including Consignee, collectively, the "Purchaser(s)") of Consignor Assets, a "Buyer's Premium". In the event of any breach of a representation, warranty or covenant of Consignor hereunder, Consignee shall have the right to withdraw an Asset(s) from the Auction and/or deduct from and set off against the proceeds of Consignor Assets the amount of any liability, damage or expense incurred by Consignee as a result of such breach, including reasonable attorney's fees.

9. "AS IS, WHERE IS" Warranty. THE EQUIPMENT REFERRED TO IN THIS AGREEMENT IS SOLD ON AN "AS IS, WHERE IS" BASIS, WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, EXCEPT WITH NEW EQUIPMENT THAT MAY BE COVERED BY FACTORY WARRANTY. CONSIGNEE SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, AND FITNESS FOR A PARTICULAR PURPOSE.

10. Indemnification. Consignor and Consignee hereby indemnify each other and agree to defend and to hold each other harmless from and against any and all claims, notices, demands, suits, actions, proceedings, costs and/or expenses (including reasonable attorneys' fees and expenses) arising from or out of or related to any breach by Consignor of its covenants, representations and warranties contained herein or arising from its actions hereunder.

11. Controlling Law; Jurisdiction. This Agreement is made under, and shall be construed and enforced in accordance with, the laws of the State of North Carolina applicable to agreements made and to be performed solely therein, without giving effect to principles of conflicts of law. Any action, claim, proceeding, or suit against any of the Parties relating in any way to this Agreement or the subject matter at hand shall be brought and enforced exclusively in the federal or state courts located in Mecklenburg County.

By signing below, Consignor agrees to be legally bound by and accepts the terms and conditions contained herein.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set out above.

CONSIGNOR (Seller)

NAME: **Sympateco, Inc.**

BY:

NAME: _____
Curt Brannon

TITLE: _____

DATE: ____/____/____

CONSIGNEE

NAME: **EX-FACTORY Inc.
d/b/a EX-FACTORY Auctions**

BY:

A handwritten signature in black ink that reads "Kevin R. Welker".

NAME: Kevin Welker

TITLE: Senior Auction Manager

DATE: October 8, 2025