

PUBLIC AUCTION



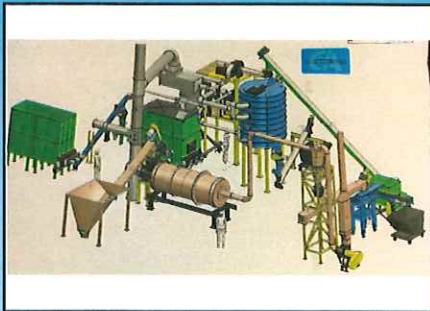
SALE CATALOG

Online Only Auction

TERRA GREEN ENERGY, LLC

69 Pearl Street, Port Allegany, Pennsylvania 16743

BIDDING ENDS: THURS., JUNE 8, 2017 - 11:00 AM



Auctioneers: Cincinnati Industrial Auctioneers - PA License No. AY002219

Jeffrey L. Luggen - PA License No. AU003274R

Joseph M. Luggen - PA License No. AU005954

18% BUYER'S PREMIUM IS IN EFFECT FOR THIS SALE!

NO MERCHANDISE MAY BE REMOVED WHILE THE SALE IS IN PROGRESS!

ALTHOUGH INFORMATION HAS BEEN OBTAINED FROM SOURCES DEEMED RELIABLE, THE AUCTIONEER MAKES NO WARRANTY FOR GUARANTEE EXPRESSED OR IMPLIED, AS TO THE ACCURACY OF THE INFORMATION HEREIN CONTAINED. IT IS FOR THIS REASON THAT BUYERS SHOULD AVAIL THEMSELVES FOR THE OPPORTUNITY TO MAKE INSPECTION PRIOR TO THE SALE.



Sale Under the Management of

CINCINNATI INDUSTRIAL AUCTIONEERS

auctioneers | appraisers | since 1961 | cia-auction.com | info@cia-auction.com

2020 Dunlap St., Cincinnati, Ohio 45214 Phone 513-241-9701 Fax 513-241-6760

SYNOPSIS OF THE TERMS OF SALE

TERRA GREEN ENERGY, LLC - Port Allegany, PA 16743

Bidding Ends: June 8, 2017 at 11:00 AM

ALL ITEMS BEING SOLD SUBJECT TO BID CONFIRMATION

Successful Bidder(s) Notified By June 9, 2017 at 12:00 PM

REGISTRATION: All Bidders must register at Bidspotter.com. Bidders must complete Bidder Approval and Removal Agreement forms as provided by the Auctioneer.

"AS IS, WHERE IS": Everything is being sold for cash on an "as is", "where is" basis without warranties expressed or implied on part of the Owner and Auctioneer. There are NO REFUNDS, NO EXCHANGES, NO GUARANTEES or NO WARRANTIES on any item, and ALL SALES ARE FINAL. Some items may be sold Subject to Confirmation or Reserve.

PAYMENTS: ALL INVOICES MUST BE PAID IN FULL WITHIN 24 HOURS AFTER THE SALES CONCLUSION. Any merchandise not paid for by this time will be considered abandoned and may be resold by the auctioneer, any loss incurred in the resale to be borne by the original buyer. **Payments can be made via wire transfer. Wire transfer instruction will be provided with your invoice. Payments made with Company checks must be expressed mailed to our office. WE DO NOT ACCEPT ANY FORM OF CREDIT CARD FOR PAYMENT.** Please inquire with auction personnel regarding the acceptance of funding.

REMOVAL:

All items will be available for removal by appointment only with Auctioneers representative John Rome at 513-477-6407 or John@cia-auction.com.

ALL ITEMS MUST BE OFF THE PREMISES BY FRIDAY, JULY 7, 2017 at 4:00 PM. Any items remaining after this time will be removed from the premises and stored at the expense of the buyer, considered abandoned and scrapped.

IMPORTANT AUCTION NOTICES:

18% BUYERS PREMIUM IS IN EFFECT FOR ALL PURCHASES!

ALL BUYERS WILL BE REQUIRED TO EXECUTE AN "AUCTION PURCHASE REMOVAL AGREEMENT"

NO MERCHANDISE MAY BE REMOVED WHILE THE SALE IS IN PROGRESS!!!

ALL SALES SUBJECT TO STATE AND LOCAL SALES TAX WHERE APPLICABLE

ALL BIDDERS MUST COMPLY WITH OUR CUSTOMARY "TERMS OF SALE" ATTACHED HERETO, POSTED AT THE SALE SITE & OUR WEBSITE @ WWW.CIA-AUCTION.COM.

WIRING INSTRUCTIONS

The balance of your invoice may be wired directly to our bank:

PNC Bank, 201 East Fifth Street, Cincinnati, Ohio 45201

Funds should be directed to the following:

Cincinnati Industrial Auctioneers, Inc.

Call for Complete Wire Transfer Instructions

PLEASE SPECIFY YOUR BIDDER NUMBER WHEN MAKING YOUR WIRE TRANSFER

NOTE: A BANK WIRE TRANSFER FEE WILL APPLY WHICH IS NOT INCLUDED IN BALANCE DUE OF INVOICE

REMEMBER - WIRE TRANSFERS TAKE 1/2 DAY TO REACH OUR BANK

ONLINE TERMS OF SALE

NOTICE: All Bidders and other persons participating in this sale agree that they have read and have full knowledge of these terms and agree to be bound thereby.

1. **IDENTIFICATION** - All purchases are required to give full name and addresses at time of registration. Auctioneer, at its sole discretion, may deny registration to any person or entity.
2. **DEPOSIT & BIDDER APPROVAL** - Each bidder will be required to post a deposit in cash, certified check or bank letter of guarantee if stated or maybe required to continue bidding if monetary threshold has been reached. Failure to make a required deposit may result in suspension of bidding privileges.
3. **TIME OF PAYMENT** - All invoices must be paid in full within 48 hours of the sales conclusion. Any other arrangements must be made with auctioneer prior to bidding. If not, the merchandise will be deemed abandoned and Buyer will lose any right, title or interest Buyer may have acquired and the merchandise shall revert and repossess to Auctioneer without further notice to Buyer and the transaction shall be null and void as to Buyer.
4. **REMOVAL** - All purchases must be removed not later than the date specified in the Auction Catalogue and/or announced on the website. In any case, No later than 14 days after the close of the sale. . All goods are sold "Where Is". Removal shall be at the expense, risk and liability of the Buyer. Purchases will be delivered only on presentation of paid bill. Auctioneer shall not be responsible for goods not removed within the time allowed, but shall have the option to remove and store at the expense and risk of the Buyer any article purchased, but not paid for and removed within the time aforesaid.
5. **MANNER OF PAYMENT** - All payments must be made by cash, cashier's check or company check with a bank letter of authorization guaranteeing funds to Cincinnati Industrial Auctioneers, Inc. All checks for deposits and balances due shall be payable to the order of "Cincinnati Industrial Auctioneers, Inc." All invoices must be paid to the Auctioneer at the office address 2020 Dunlap St. Cincinnati, Ohio 45214 unless otherwise announced. The full purchase price on all lots sold to the same Buyer must be paid within the time fixed and before removal of any goods.
6. **CONDITION OF ARTICLES SOLD** - The auctioneer shall not be responsible for the correct description, genuineness, authenticity of, or defect in any lot, and makes no warranty in connection therewith. No sale will be set aside nor allowance made on account of any incorrectness, error in commentary, cataloging, or any imperfection not noted. No deduction allowed on damaged articles, all goods being exposed for public exhibition, are purchased and accepted by Buyer "AS IS", "WHERE IS" and "WITH ALL FAULTS". Auctioneer makes no warranties or guarantees whatsoever whether written, oral or implied as to quality, quantity, condition, usability, salability, weight, measurement, year, model, mechanical condition, performance or other specifications and without recourse.
7. **CLAIMS** - No Claims will be allowed after removal of goods from premises.
8. **RESPONSIBILITY FOR NON-DELIVERY** - Auctioneer shall not, in any event, be liable for non-delivery or for any other matter or thing, to any Buyer of any lot, other than for the return to the Buyer of the deposit or sum paid on said lot, should the Buyer be entitled thereto.
9. **COMPLIANCE WITH TERMS OF SALE** - In default of payment of bills in full within the time therein specified, the auctioneer in addition to all other remedies allowed by law, may retain all monies received as deposit or otherwise, as liquidated damages. Lots not paid for and removed within the time allowed herein may be resold at public or private sale without further notice, and any deficiency, together with all expenses and charges of re-sale, will be charged to the defaulting purchaser.
10. **RISK TO PERSON AND PROPERTY** - Persons attending during exhibition, sale or removal of goods assume all risks of damage of or loss to person and property and specifically release the auctioneer from liability therefor. Neither the auctioneer nor his principal shall be liable by reason of any defect in or condition of the premises on which the sale is held.
11. **ADDITION TO OR WITHDRAWAL FROM SALE** - The auctioneer reserves the right to alter the order of the sale, withdrawal from the sale any of the property listed or to sell at this sale property not listed, and also reserves the right to group one or more lots into one or more selling lots or to subdivide into two or more selling lots. Whenever the best interest of the Seller will be served, the Auctioneer reserves the right to sell property listed, in bulk.
12. **SALE BY ESTIMATED WEIGHT, COUNT OR MEASURE** - Where items are sold by estimated weight, count or measure, the Buyer will be billed for and required to pay for the estimated weight, count or measure. If, upon delivery, any shortage exists, the Buyer will receive a refund at the rate of the purchase. If there be an excess, the Buyer will be required to take and pay for such excess, at the rate of the purchase.
13. **DISPUTE BETWEEN BIDDERS/BID INCREMENTS** - If any dispute arises between two or more bidders, the auctioneer may decide the same or put the lot up for sale again at once, or resell to the highest bidder. The Auctioneer may reject a nominal or fractional bid advance if, in his estimation, it proves injurious to the sale. The auctioneer's decision shall be final and absolute.
14. **RESERVE** - The auctioneer reserves the right to reject any and all bids. On lots upon which there is a reserve, the auctioneer shall have the right to bid on behalf of the seller.
15. **RECORDS** - The record of sale kept by the auctioneer and bookkeeper will be taken as final in the event of any dispute.
16. **AGENCY** - The auctioneer is acting as agent only and is not responsible for the acts of its principals.
17. **SALES TAX** - All sales are subject to state and local taxes, unless a proper exemption certificate including tax exempt number is presented at the time of payment.
18. **BUYER'S PREMIUM** - The Auctioneer in its sole discretion may impose a Buyer's Premium on any goods sold. The Buyer's Premium is a percentage that is added to the final purchase price of any item. Applicable Buyer's Premium will be posted on the website.
19. **SHIPPING** - All coolants, oil and fluids must be drained from all machinery and equipment prior to removal. All of the above must be shipped in compliance with state and federal regulations.
20. **INSURANCE** - All buyers, or the buyer's riggers must provide the auctioneer, owner and landlord a certificate of insurance in amounts acceptable to the above parties prior to removal of any machinery and equipment.
21. **ADDITIONAL TERMS AND CONDITIONS** - The auctioneer may modify or supplement these terms and conditions of sale by language in the Auctioneers website, the catalog or via email to active bidders.
22. **FALSE BIDS**: If the high bidder fails to complete the transaction Auctioneer reserves the right to dispose of the assets in the best interest of the seller. Any High Bidder that fails to complete a transaction will be held responsible for all damages resulting from that action.
23. **MALFUNCTION**: ANY Malfunction, Shutdown, or Temporary loss of Service involving bidding for Items may render the results of the auction Void. In such an event Auctioneer reserves the right to remedy the situation in whatever way best represents the seller, including canceling the existing bid.



**Cincinnati
Industrial
Auctioneers**

AUCTIONEERS/LIQUIDATORS/APPRAISERS
2020 DUNLAP STREET, CINCINNATI, OHIO 45214
Phone (513) 241-9701 Fax (513) 241-6760
Internet: www.cia-auction.com

AUCTION PURCHASE REMOVAL AGREEMENT
TERRA GREEN ENERGY, LLC
69 Pearl St., Port Allegany, PA 16743

Bidding Ends: June 8, 2017 at 11:00 AM

ALL ITEMS BEING SOLD SUBJECT TO BID CONFIRMATION

Successful Bidder(s) Notified By June 9, 2017 at 12:00 PM

All purchasers of items at the Terra Green Energy, LLC auction conducted by Cincinnati Industrial Auctioneers, Inc. hereby agree to the following:

All items are purchased on an "As Is, Where Is" basis, with the purchaser to incur all costs in conjunction with the removal of the items from the premises. **ALL EQUIPMENT MUST BE REMOVED IN A WORKMAN LIKE MANNER AND ALL UTILITIES MUST BE CAPPED. ALL ANCHOR BOLTS MUST BE CUT OFF AT FLOOR LEVEL. ALL OILS AND COOLANTS MUST BE REMOVED FROM MACHINES PRIOR TO REMOVAL.** Removal is by appointment only with the auctioneer's representative John Rome at john@cia-auction.com or 513-477-6407.

"TIME IS OF THE ESSENCE" regarding the removal of items from the premises. All items **must** be removed by Friday, July 7, 2017 at 4:00 PM. Any items remaining after this time will be removed and stored at the expense of the buyer, subject to rent / access fees or considered abandoned and scrapped. **NO EXCEPTIONS!**

All purchasers and/or riggers of machinery **MUST** provide Cincinnati Industrial Auctioneers, Inc. and Terra Green Energy, LLC a certificate of insurance in the amount of \$2,000,000.00 prior to removal. Cincinnati Industrial Auctioneers, Inc. and Terra Green Energy, LLC must be named on the policy as co-insurer.

There are NO REFUNDS, NO EXCHANGES, NO GUARANTEES OR NO WARRANTIES on any item, and ALL SALES ARE FINAL.

Accepted By Purchaser:

Company Name

Buyer Number / Bidspotter Username

Signature

Date

Terra Green Energy, LLC
June 8, 2017

This catalog is meant merely as a guide. The Auctioneers do not warrant the accuracy, genuineness, authenticity, description, weight, count or measure of any of the lots specified herein.

<u>Lot</u>	<u>Qty.</u>	<u>Description</u>	<u>Lot</u>	<u>Qty.</u>	<u>Description</u>
1	1	ALL ITEMS ARE BEING SOLD SUBJECT TO BID CONFIRMATION - SUCCESSFUL BIDDER(S) WILL BE NOTIFIED BY JUNE 9, 2017 AT 12:00 PM	9	1	AJAX / RENOLD VIBRATING SHAKER SEPARATOR; S/N 1071, WITH 12" WIDE X 12' PATZ RUBBER BELT DISCHARGE CONVEYOR - SOLD SUBJECT TO BID CONFIRMATION
2	1	..DELETE..			
3	1	..DELETE..	10	1	REACTOR FEED EQUIPMENT; 40" WIDE X 48" LONG X 36" COLLECTION BOX WITH 3 HP NORD DRIVE AUGERS AND 12" WIDE X 30' LONG INCLINE AUGER CONVEYOR THAT FEEDS TOP OF REACTOR - SOLD SUBJECT TO BID CONFIRMATION
4	1	..DELETE..			
5	1	..DELETE..			
6	1	..DELETE..			
7	1	MILLER MODEL MILLERMATIC 180 AUTO SET WIRE FEED WEDLERS, 220 VOLT, SINGLE PHASE, WITH HELMET - SOLD SUBJECT TO BID CONFIRMATION	11	1	ADVANCED RECYCLING EQUIPMENT MODEL CHALLENGER CCUE402-A WARM AIR THERMAL COMBUSTION SYSTEM; S/N CCU0514035, ROTARY AIRLOCK DE-ASH SYSTEM, SIEMENS MULTI-PANEL CONTROLS, 231 HOURS SHOWING, 51" X 120" X 86" CHIP HOLDING HOPPER WITH AUGER DRIVES, INCLINE CONVEYOR FROM HOLDING HOPPER TO COMBUSTION CHAMBER WITH HONEYVILLE MODEL HAL-8 AIR LOCK; S/N 118803 - SOLD SUBJECT TO BID CONFIRMATION
8	1	ECOTHERM 4-1/2' DIAMETER X 12' ROTARY DRUM DRYING SYSTEM; METERING CONVEYOR WITH HOPPER WITH CONVEYOR, CYCLONE COLLECTOR, AUGER CONVEYOR FROM DRYER TO SEPARATOR, VIDDE AIR LOCK, EXHAUST FAN, SIEMENS SIMATIC HMI TOUCH SCREEN CONTROL, INTEGRATED FLAMEX FMZ5000 SPARK DETECTOR WITH WATER SUPPRESSION SYSTEM, 15 HP BLOWER UNIT - SOLD SUBJECT TO BID CONFIRMATION			

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<u>Lot</u>	<u>Qty.</u>	<u>Description</u>
12	1	CUSTOM BUILT VERTICAL STYLE HEATED WOOD CURING REACTOR WITH RK INDUSTRIES REACTOR INSULATED SIDE WALLS, BOTTOM MOUNTED VALVING AND PROBES ENTRIES PORTS, SIEMENS SIMATIC MULTI-PANEL TOUCH SCREEN CONTROL PANEL - SOLD SUBJECT TO BID CONFIRMATION
13	1	12" WIDE X 12' S. HOWES, INC. POWERED INCLINE DISCHARGE CONVEYOR FROM BOTTOM OF REACTOR - SOLD SUBJECT TO BID CONFIRMATION
14	1	..DELETE..
15	1	..DELETE..
16	4	1-1/2 YARD SELF DUMPING HOPPERS - SOLD SUBJECT TO BID CONFIRMATION
17	1	..DELETE..
18	1	..DELETE..
19	1	..DELETE..
20	1	(12) 22" X 72" X 25" CONCRETE RETAINING WALL BLOCKS - SOLD SUBJECT TO BID CONFIRMATION
21	1	OVERALL: LOTS FROM NO. 7 TO NO. 20 - CONTACT AUCTIONEER FOR INFORMATION OR INSPECTION APPOINTMENT DETAILS - ALSO REFER TO CIA-AUCTION.COM - SOLD SUBJECT TO BID CONFIRMATION