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Pipes, Valves, Flanges & MRO Spare Parts from Black Hills Energy - Various Locations

Online Auction

2:00pm CDT on Wednesday 28th September 2022

Black Hills Energy

7001 Mount Rushmore Road, Rapid City, South Dakota, United States, 57702

Asset Locations:

3078 E. STATE HWY 150, ARBLA, Blytheville, Arkansas, United States, 72315

1811 E BORICK DR., ARFAA, Fayetteville, Arkansas, United States, 72701

2339 CATABERRY RUN ROAD, AROZA, Ozark, Arkansas, United States, 72949

1600 GENERAL WELCH BLVD, KSLIA, Liberal, Kansas, United States, 67901

Lot #	Description	Current Bid	Notes
1	Bulk Lot of Assorted Valves, Fittings & Elbows	\$1,000.00	
2	Clamps, Elbows, Ball Valves, Marker Balls , Large Steel Fittings	\$1,000.00	
3	Bulk Lot of Assorted Valves & Line Tape, Dresser Weld Stops	\$1,000.00	
4	Bulk Lot of Steel Pipes	\$3,000.00	

Inspection Information:

Inspection Terms: • By Appointment Only! • All individuals who are inspecting equipment will undergo a security clearance and sponsorship before being allowed onsite. • Failure to complete pre-screen test will result in you not being able to inspect the equipment. • Must come with PPE – Safety Hat, Safety Shoes, Safety Vest, Safety Glasses, Mask

Sales Terms:

BILL OF SALE AND RELEASE Black Hills Energy Arkansas, Inc ("Seller"), in consideration of the sum of {Spell Out Funds} & 00/100 Dollars (\$_____.00) paid by {Enter Purchaser Name} ("Purchaser"), does hereby grant, sell, transfer, convey and deliver to Purchaser all right, title and interest in and to the material more specifically described on Exhibit A (the "Material") on this ____ day of _____, 20__ (the "Effective Date"). 1. The right, title and interest herein assigned, and the provisions hereof shall extend to and be binding upon Seller and Purchaser and their respective successors and assigns. 2. Purchaser has carefully inspected the Material assigned and certifies that Purchaser is familiar with the present condition of the Material. Purchaser agrees that the Material is being sold on an "AS-IS" basis. 3. SELLER EXPRESSLY DISCLAIMS AND NEGATES ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, RELATING TO THE MATERIAL OR ITS CONDITION, INCLUDING WITHOUT LIMITATION ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, ANY EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, IT BEING EXPRESSLY UNDERSTOOD BY PURCHASER, AND IT BEING THE EXPRESS INTENTION OF SELLER, THAT THE MATERIAL IS CONVEYED TO PURCHASER AS IS, WHERE IS, WITH ALL FAULTS IN ITS PRESENT CONDITION. SELLER ALSO DISCLAIMS ANY WARRANTY, REPRESENTATION, OR COVENANT CONCERNING THE MATERIAL'S COMPLIANCE WITH APPLICABLE FEDERAL, STATE, OR LOCAL STATUTES, REGULATIONS, ORDINANCES OR STANDARDS. 4. All local, state, and federal taxes or assessments attributable to the Material or any portion of it after the Effective Date are Purchaser's responsibility. 5. This Bill of Sale and Release is subject to all applicable laws, ordinances, rules and regulations affecting the Material and Purchaser shall comply with the same and properly obtain and maintain all permits and other authorizations requested or required by governmental authorities asserting jurisdiction over the Material. 6. This Bill of Sale and Release may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Bill of Sale and Release delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Bill of Sale and Release. IN WITNESS WHEREOF, Seller and Purchaser have executed this Bill of Sale on the date first written above.

BILL OF SALE AND RELEASE Black Hills/Kansas Gas Utility Company, LLC ("Seller"), in consideration of the sum of {Spell Out Funds} & 00/100 Dollars (\$_____.00) paid by {Enter Purchaser Name} ("Purchaser"), does hereby grant, sell, transfer, convey and deliver to Purchaser all right, title and interest in and to the material more specifically described on Exhibit A (the "Material") on this ____ day of _____, 20__ (the "Effective Date"). 1. The right, title and interest herein assigned, and the provisions hereof shall extend to and be binding upon Seller and Purchaser and their respective successors and assigns. 2. Purchaser has carefully inspected the Material assigned and certifies that Purchaser is familiar with the present condition of the Material. Purchaser agrees that the Material is being sold on an "AS-IS" basis. 3. SELLER EXPRESSLY DISCLAIMS AND NEGATES ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, RELATING TO THE MATERIAL OR ITS CONDITION, INCLUDING WITHOUT LIMITATION ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, ANY EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, IT BEING EXPRESSLY UNDERSTOOD BY PURCHASER, AND IT BEING THE EXPRESS INTENTION OF SELLER, THAT THE MATERIAL IS CONVEYED TO PURCHASER AS IS, WHERE IS, WITH ALL FAULTS IN ITS PRESENT CONDITION. SELLER ALSO DISCLAIMS ANY WARRANTY, REPRESENTATION, OR COVENANT CONCERNING THE MATERIAL'S COMPLIANCE WITH APPLICABLE FEDERAL, STATE, OR LOCAL STATUTES, REGULATIONS, ORDINANCES OR STANDARDS. 4. All local, state, and federal taxes or assessments attributable to the Material or any portion of it after the Effective Date are Purchaser's responsibility. 5. This Bill of Sale and Release is subject to all applicable laws, ordinances, rules and regulations affecting the Material and Purchaser shall comply with the same and properly obtain and maintain all permits and other authorizations requested or required by governmental authorities asserting jurisdiction over the Material. 6. This Bill of Sale and Release may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Bill of Sale and Release delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Bill of Sale and Release. IN WITNESS WHEREOF, Seller and Purchaser have executed this Bill of Sale on the date first written above. Seller: Purchaser:

 _____ By: _____ By:
 _____ Title: _____ Title: _____ EXHIBIT A

(Include itemized list from sale) • All items are sold as is where is – No Warranties No Guarantee's • Buyers must make payment within 48 hours of receiving their invoice. • Buyer must arrange logistics within 10days once payment has been made. • Seller will sign and acknowledge of equipment being released to buyer. • If equipment is not picked up within the timeframe set by the seller, Buyer will forfeit all goods and monies.

Payment Terms:

All payments must be made through the Aucto Payment Gateway (APG). Buyers have below options to send payments: - Wire Transfer - ACH - Automated Clearing House (US) - EFT - Electronic Funds Transfer (Canada) - Credit Card (ONLY available for sale orders less than 5000 USD or 5000 CAD) - Instructions will be available via APG to winners after a sale has concluded. Aucto will NOT accept Cash, Check, E-Check, Cashier's Check or Bank Drafts as payment options. Unless specified by the seller in the "Sale Terms", all payments are due within 24 hours of a sale order being delivered. Please submit tax exemption forms to payments@aucto.com with your sale-order number in the subject line. Local tax laws may apply to Aucto Buyer's Premium (Aucto BP or ABP). In most situations, tax on Aucto BP is not subject to tax exemption.

Removal Terms:

Removal Terms: • Buyer is responsible for scheduling logistics and providing shipping related documents to the seller. • Buyer should provide seller with BOL and time of arrival to ensure no delays during pick up. • If Buyer personally picks up, they must follow all COVID-19 rules set out by seller. • Payment must be made in full before removal.

Payment Instructions:

Payments will be made through the Aucto Payment Gateway. Paying via credit cards will only be available for orders under \$5000.