AUCTION SALE TERMS AND CONDITIONS

1. **Property Information.** **THE PROPERTY SHALL BE SOLD IN “AS-IS” CONDITION** (as more fully described in the Disclaimer in Section 13 of these Terms and Conditions), subject to any state of facts an accurate survey or personal inspection of the Property may reveal, rights of tenants and parties in possession, if any, any existing rights-of-way, easements, encroachments, restrictive covenants, matters of record, zoning regulations, governmental agency regulations, notices of violations of law or municipal ordinances, environmental conditions, leases, adverse possession, restrictions, sewer assessments, and any code violations issued or noted by any governmental entity, if applicable, and subject to water and sewer use charges and assessments, if any. No improvements or repairs to the Property are required to be made by Seller.

2. **Auction Purchase and Sale Agreement.** Immediately upon the conclusion of the auction, the successful bidder must execute and deliver a completed Auction Purchase and Sale Agreement (“Auction Purchase and Sale Agreement”), in the form established by Pro Auctions, LLC, which is available for inspection prior to the auction. **ALL PERSONS INTENDING TO BID AT THE AUCTION ARE ADMONISHED PRIOR TO THE AUCTION TO REVIEW THE AUCTION PURCHASE AND SALE AGREEMENT AND EXHIBITS, AND TO CONSULT WITH LEGAL COUNSEL WITH RESPECT THERETO.** The fully executed Auction Purchase and Sale Agreement (together with all Exhibits) shall control all terms and conditions of the sale. The Closing Date shall be as specified in the Auction Purchase and Sale Agreement. No changes to the terms of the Auction Purchase and Sale Agreement will be permitted. If for any reason the successful bidder fails or refuses to deposit the required funds and/or execute the Auction Purchase and Sale Agreement immediately upon conclusion of the auction, the Seller reserves the right to declare the successful bidder’s rights void, any deposit forfeited, and may auction the Property once again at the successful bidder’s risk.

3. **Pro Auctions, LLC’s Notice Of Agency Relationship.** Pro Auctions, LLC is acting as agent for the Seller in this transaction. Pro Auctions, LLC is not acting as agent for the successful bidder. Any buyer-broker is acting as an agent for the successful bidder and is not a subagent of Pro Auctions, LLC.

4. **Property Inspection.** In addition to the matters set forth in the Disclaimer in Section 13 of these Terms and Conditions, all bidders are advised as follows: 1) It is the bidder’s responsibility to inspect the Property, the improvements located thereon and the immediate surroundings, and to be satisfied as to its condition prior to the auction, and to inquire of public officials as to the applicability of and compliance with land use laws, codes, ordinances, zoning laws and any subdivision laws and regulations. 2) Any and all materials provided by the Seller or Pro Auctions, LLC including, but not limited to, photographs, directions, square footages, dimensions, acreages, zoning, leases, maintenance fees, association dues, taxes, dates or ages of the Property, operating statements, rental income, security deposits, etc. are believed by the Seller to be correct; however neither Seller nor Pro Auctions, LLC make any guarantee or warranty as to the accuracy of completeness of such information.
5. **Open House, Property Condition.** The Property may currently be occupied by tenants and may not have been fully available for inspection. Nonetheless, the Property is sold “AS IS, WHERE IS, WITH ALL FAULTS” even if the successful bidder has not had the opportunity to inspect all portions of the Property or of the leases with tenants; all bidders shall take such circumstances into account in bidding at the auction and signing the Auction Purchase and Sale Agreement.

6. **Terms Of Sale.** The Deposit shall not be refundable except in the case of a material default by Seller under Auction Purchase and Sale Agreement. A defaulting buyer is not entitled to any surplus profits or any compensation and the sale is void.

7. **Buyer’s Premium.** There will be a Buyer’s Premium of ______% added to the high bid price to arrive at the total contract price for the Property to be paid at closing by the successful bidder at auction or purchaser at a pre-auction or post-auction sale. It is not a separate fee paid by the successful bidder or purchaser. The Buyer’s Premium must be paid at the settlement by the high bidder in addition to all other applicable fees and charges described herein and in the Auction Purchase and Sale Agreement. A deposit equal to 10% of the Total Purchase Price is required immediately after the auction. No credit cards will be accepted. The remaining balance of the Total Purchase Price is due within 30 days from the date of the offer’s commencement date. Deposit funds are non-refundable. If paying with a certified or cashier check, the check(s) should be made payable to yourself, and in the event you are the Winning Bidder you will endorse it to the applicable seller.

8. **Closing Adjustments.** Closing adjustments shall be as set forth in Auction Purchase and Sale Agreement.

9. **Closing.** Closing provisions shall be as set forth in Auction Purchase and Sale Agreement.

10. **Auction with Reserve.** Unless otherwise expressly stated in auction advertisements, the Property is offered subject to a reserve. A reserve is the minimum price that the Seller is willing to accept for the Property, which may or may not be disclosed, and which may be determined or modified at any time by written or verbal communication between the Seller and Pro Auctions, LLC through the conclusion of the auction sale for the Property. It is important for all bidders to know that Pro Auctions, LLC may open the bidding on the Property by placing a bid on behalf of the Seller, and may continue to bid on behalf of the Seller up to the amount of the reserve price, either by placing consecutive bids or by placing bids in response to other bidders.

11. **Acceptance and Rejection of Bids: Miscellaneous.** Pro Auctions, LLC may in its sole and absolute discretion (1) cancel the auction sale at any time; (2) modify or change the terms and conditions of sale, by oral or written announcement, prior to or during the auction (and all such announcements shall take precedence over all advertisements, these Terms and Conditions, and any Property information files); (3) deny any person the opportunity to bid and expel anyone who in any way disrupts or attempts to disrupt an auction: (4) accept or reject, on Seller’s behalf, any back-up bid in the event any Buyer defaults. All decisions of Pro Auctions, LLC are final as to the methods of bidding, disputes among bidders, increments of bidding, priority of bidders and any other matters that may arise before, during or after the auction.

12. **DISCLAIMERS.**

A. **THE PROPERTY IS SOLD IN “AS IS, WHERE IS, AND WITH ALL FAULTS” CONDITION, WITH ALL EXISTING DEFECTS (PATENT AND LATENT). THE SUCCESSFUL BIDDER SHALL BE DEEMED TO ACCEPT ALL FAULTS OF THE**
PROPERTY WHETHER KNOWN OR UNKNOWN, PRESENTLY EXISTING OR THAT MAY HEREAFTER ARISE. SELLER AND PRO AUCTIONS, LLC AND THEIR AFFILIATES, EMPLOYEES, AGENTS, CONTRACTORS, OFFICERS, AND DIRECTORS SHALL NOT BE LIABLE OR BOUND IN ANY MANNER BY ANY ORAL OR WRITTEN STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PROPERTY, OR THE OPERATION THEREOF, THAT IS FURNISHED BY THEM OR BY ANY REAL ESTATE BROKER, AGENT, EMPLOYEE OR OTHER PERSON. THE SUCCESSFUL BIDDER SHALL BE DEEMED TO HAVE ACKNOWLEDGED AND AGREED THAT SELLER AND PRO AUCTIONS, LLC AND THEIR AFFILIATES, EMPLOYEES, AGENTS, CONTRACTORS, OFFICERS, AND DIRECTORS, HAVE NOT MADE, DO NOT MAKE AND SPECIFICALLY NEGATE AND DISCLAIM ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTEES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OR AS TO CONCERNING OR WITH RESPECT TO:

1. THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO THE PROPERTY;

2. THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE PROPERTY;

3. THE PHYSICAL CONDITION OR ANY OTHER ASPECT OF THE PROPERTY, INCLUDING WITHOUT LIMITATION THE STRUCTURAL INTEGRITY OF ANY IMPROVEMENTS ON THE PROPERTY, THE CONFORMITY OF THE IMPROVEMENTS TO ANY PLANS OR SPECIFICATIONS FOR THE PROPERTY THAT MAY BE PROVIDED TO BIDDERS, THE CONFORMITY OF THE PROPERTY TO APPLICABLE ZONING OR BUILDING CODE REQUIREMENTS;

4. CONSTRUCTION MATERIALS AND/OR HAZARDOUS MATERIALS, INCLUDING WITHOUT LIMITATION FLAME RETARDANT TREATED PLYWOOD (FRT), RADON, RADIUM, MOLD SPORES, UREA FORMALDEHYDE FOAM INSULATION (UFFI), SYNTHETIC STUCCO (EIFS), ASBESTOS, POLYBUTYLENE PIPING, OR LEAD BASED PAINT;

5. WATER QUANTITY, QUALITY, COLOR OR TASTE, OR OPERATING CONDITIONS OF PUBLIC AND/OR PRIVATE WATER SYSTEMS;

6. LOCATION, SIZE OR OPERATING CONDITION OF ANY ON-SITE SEWAGE DISPOSAL SYSTEMS, OR ACCESS OR LACK OF ACCESS TO ANY PUBLIC SEWER SYSTEMS;

7. THE EXTENSIONS OF PUBLIC UTILITIES BY LOCAL MUNICIPAL AUTHORITIES, EXISTENCE OR AVAILABILITY OF PUBLIC UTILITIES, AND ANY ASSESSMENTS, FEES OR COSTS FOR PUBLIC UTILITIES WHICH MIGHT BE IMPOSED BY LOCAL
MUNICIPAL AUTHORITIES SHOULD PUBLIC UTILITIES BE EXTENDED OR AVAILABLE TO THE PROPERTY;

8. LOT SIZE AND EXACT LOCATION;

9. AIRPORT OR AIRCRAFT NOISE, PLANNED LAND USE, ROADS OR HIGHWAYS;

10. THE VALUE, NATURE, QUALITY OR CONDITION OF THE SOIL AND GEOLOGY; THE EXISTENCE OF SOIL INSTABILITY, PAST SOIL REPAIRS, SUFFICIENCY OR UNDER SHORING, SUFFICIENCY OR DRAINAGE, OR ANY OTHER MATTER AFFECTING THE STABILITY OR INTEGRITY OF THE LAND OR ANY BUILDINGS OR IMPROVEMENTS SITUATED THEREON;

11. THE INCOME TO BE DERIVED FROM THE PROPERTY, AND THE EXPENSES OF OWNING AND OR LEASING AND OR OPERATING THE PROPERTY;

12. THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH THE SUCCESSFUL BIDDER MAY CONDUCT THEREFROM;

13. THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY;

14. THE EXISTENCE OF ANY VIEW FROM THE PROPERTY OR THAT ANY EXISTING VIEW WILL NOT BE OBSTRUCTED IN THE FUTURE;

15. THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, INCLUDING WITHOUT LIMITATION, THE “AMERICANS WITH DISABILITIES ACT” OR WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS, INCLUDING SOLID WASTE (AS DEFINED BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS AT 40 C.F.R. PART 261), OR THE DISPOSAL OR EXISTENCE IN OR ON THE PROPERTY OF ANY HAZARDOUS SUBSTANCE (AS DEFINED BY THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT OF 1980 AS AMENDED, AND REGULATIONS PROMULGATED THEREUNDER); OR

16. ANY OTHER MATTER WITH RESPECT TO THE PROPERTY.
B. ALL BIDDERS, HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY (WHETHER OR NOT ACCESS HAS BEEN RESTRICTED BY TENANTS), SHALL RELY SOLELY ON THEIR OWN INVESTIGATION OF THE PROPERTY AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY SELLER OR PRO AUCTIONS, LLC. ANY INFORMATION PROVIDED OR TO BE PROVIDED BY OR ON BEHALF OF SELLER OR PRO AUCTIONS, LLC WITH RESPECT TO THE PROPERTY INCLUDING, WITHOUT LIMITATION ALL INFORMATION CONTAINED IN ANY PROPERTY INFORMATION PACKAGE MADE AVAILABLE BY SELLER OR PRO AUCTIONS, LLC, IS OBTAINED FROM A VARIETY OF SOURCES, BUT NEITHER SELLER NOR PRO AUCTIONS, LLC HAVE MADE ANY INDEPENDENT INVESTIGATIONS OR VERIFICATION OF SUCH INFORMATION AND MAKE NO REPRESENTATION AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION, AND BIDDERS ARE NOT ENTITLED TO RELY UPON SUCH INFORMATION FOR ANY PURPOSE.

C. THE SUCCESSFUL BIDDER SHALL BE DEEMED TO HAVE FULLY AND IRREVOCABLY RELEASED SELLER AND PRO AUCTIONS, LLC AND THEIR RESPECTIVE AFFILIATES, EMPLOYEES, OFFICERS, DIRECTORS, REPRESENTATIVES AND AGENTS FROM ANY AND ALL CLAIMS THAT SUCH BIDDER MAY HAVE OR ACQUIRE AGAINST SELLER AND/OR PRO AUCTIONS, LLC, THEIR AFFILIATES EMPLOYEES, OFFICERS, DIRECTORS, REPRESENTATIVES AND AGENTS FOR ANY COST, LOSS, LIABILITY, DAMAGE, EXPENSE, DEMAND, ACTION OR CAUSE OF ACTION ARISING FROM OR RELATED TO ANY CONSTRUCTION DEFECTS, ERRORS, OMISSIONS OR OTHER CONDITIONS, INCLUDING WITHOUT LIMITATION ENVIRONMENTAL MATTERS, AFFECTING THE PROPERTY OR ANY PORTION THEREOF. THIS RELEASE INCLUDES CLAIMS OF WHICH THE SUCCESSFUL BIDDER IS AT THE TIME OF AUCTION UNAWARE OR WHICH THE SUCCESSFUL BIDDER DOES NOT SUSPECT TO EXIST WHICH, IF KNOWN, WOULD MATERIALLY AFFECT THIS RELEASE. IT IS UNDERSTOOD AND AGREED THAT THE PURCHASE PRICE HAS BEEN AGREED UPON TO REFLECT THAT THE PROPERTY IS SOLD SUBJECT TO THE FOREGOING.