

Exhibit "B" - Additional Terms to Commercial Real Estate Purchase Contract

This Contract is based upon the Property being sold at auction pursuant to the terms of those certain Sale Event Terms and Conditions which have been made available on the auction website, *marketplace.realinsight.com* and are incorporated herein as reference as Exhibit "C". And as such, the additional provisions below shall be incorporated and made a part of that Commercial Real Estate Purchase Contract, herein after referred to as "Contract."

- 1.) If there is any conflict between this Exhibit "B" and any of the terms or provisions of the Commercial Real Estate Purchase Contract, the terms and provisions of this Exhibit "B" shall prevail.
- 2.) The Successful Bidder shall be required to execute the Commercial Real Estate Purchase Contract and addenda, within two (2) hours of his/her receipt of such documents. The "Total Purchase Price" shall be the Successful Bid plus 10% (Platform Fee/Buyer's Premium) of such Successful Bid.
- 3.) The earnest money Deposit will be 10% of the Total Purchase Price due within twenty-four (24) hours of the Successful Bidder's receipt of notice that he/she is the winning Bidder for the Property. The Earnest Deposit must be sent via wire transfer to Pioneer Title Agency Attn: Fran Milianta Escrow Agent).
- 4.) Seller shall cause a standard Owner's Title Insurance Policy in an amount equal to the Total Purchase Price to be furnished to the Buyer, at Buyer's expense. The Commitment and Owner's Title Insurance Policy shall be issued by the Escrow Agent from First American National Title Insurance Company. It is understood and agreed that fee simple title to the Property is being sold to the Buyer without representation or warranty and subject to the Permitted Exceptions. The issuance of the Owner's Title Insurance Policy shall be in lieu of any express or implied warranty of Seller concerning title to the Property. Buyer agrees that its only remedy arising by reason of any defect in title shall be against the title insurer. Buyer's acceptance of the special warranty deed from Seller for the Property at the Close of Escrow and the issuance of the standard Owner's Title Insurance Policy to Buyer by First American National Title Insurance Company on the Close of Escrow shall conclusively establish that Seller conveyed the Property to Buyer as required by this Agreement and shall discharge in full Seller's obligations under the Contract.
- 5.) Seller is not providing to Buyer any survey of the Property. In the event Buyer desires to obtain a survey of the Property, Buyer will be solely responsible to obtain, and pay for, such survey without reducing the proceeds of the Total Purchase Price payable to Seller at the Closing. Buyer shall not have the right to terminate the Contract based upon the results of the Survey.
- 6.) Closing shall occur on or before Monday, April 8th, 2019 and will be coordinated through the Escrow Agent: Pioneer Title Agency; 580 E. Wilcox Drive, Sierra Vista, Arizona 85635. The Buyer shall pay the Total Purchase Price at Closing by wire transfer of immediately available funds, to the same.
 - a.) Buyer and Seller (or their respective counsel on behalf of Buyer and Seller) shall execute letters of escrow closing instructions (the "Closing Instructions") which will provide that on the date of closing, Seller and Buyer shall each deposit with Escrow Agent all of the documents and instruments including, but not limited to: Speical Warranty Deed, Affidavit pursuant to the Foreign Investment and Real Property Tax Act, Appropriate Evidence of Authority, Capacity and status of Seller as reasonably required by Escrow Agent, Owner's Affidavit, Settlement Statement prepared by Escrow Agent, Bill of Sale and Tax Proration Agreement.
 - b.) Buyer shall deposit with the Escrow Agent the balance of the Total Purchase Price, via wire transfer, required to be paid after application of the Earnest Deposit thereto and all prorations, adjustments and credits required to be made under this Contract, all of which shall be set forth on, and mutually agreeable pursuant to, a settlement statement executed by both Buyer and Seller at Closing.

c.) Upon receipt of the Total Purchase Price, and such other amounts required from Buyer for the Close of Escrow and the satisfaction of all other conditions set forth in the Closing Instructions, Escrow Agent shall be authorized and directed to disburse the Successful Bid amount to Seller or its designee(s) and the Platform Fee/Buyer's Premium to Auction Firm, record the Deed among the real property records of Cochise County, and release the remaining Closing Documents to the appropriate parties, all in strict accordance with the Closing Instructions.

7.) All Bidders are encouraged to inspect the Property prior to placing any bid at the Online Auction and the Successful Bidder, as Buyer, acknowledges that it has had a reasonable opportunity to inspect and examine all aspects of the Property and make inquiries of applicable governing authorities pertaining to such matters in connection with the Property as Buyer has deemed necessary or desirable prior to the Online Auction. Bidders should review all applicable zoning, land use, code compliance, environmental matters, physical condition, and any and all other governmental statutes, ordinances, rules, laws and regulations and do such other due diligence in advance of execution of this document and all of the accompanying documents in connection with the purchase of the Property ("Governing Documents"). Please review all Governing Documents carefully, and seek the advice of an attorney. Notwithstanding anything to the contrary contained in the Contract, upon execution of the Contract by Buyer, Buyer waives any and all rights it may have under the Contract to inspect the Property and/or object to the condition of the Property, including, but not limited to, any such rights set forth in pages (2) and (3) of the Contract.

8.) NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THE CONTRACT, AS A MATERIAL INDUCEMENT TO THE EXECUTION AND DELIVERY OF THIS CONTRACT BY SELLER AND THE PERFORMANCE BY SELLER OF ITS DUTIES AND OBLIGATIONS HEREUNDER, BUYER DOES HEREBY ACKNOWLEDGE, REPRESENT, WARRANT AND AGREE, TO AND WITH THE SELLER, THAT, (A) BUYER IS PURCHASING THE PROPERTY IN AN "AS-IS," "WHERE IS" AND "WITH ALL FAULTS" CONDITION AS OF THE DATE OF THE CLOSING WITH RESPECT TO ANY FACTS, CIRCUMSTANCES, CONDITIONS AND DEFECTS; (B) SELLER HAS NO OBLIGATION TO REPAIR OR CORRECT ANY SUCH FACTS, CIRCUMSTANCES, CONDITIONS OR DEFECTS OR COMPENSATE BUYER FOR SAME INCLUDING, WITHOUT LIMITATION, THE ENVIRONMENTAL CONDITION OF THE PROPERTY; (C) AS OF EXECUTION OF THE CONTRACT, BUYER SHALL HAVE UNDERTAKEN ALL SUCH PHYSICAL, LEGAL AND OPERATIONAL INSPECTIONS AND EXAMINATIONS OF THE PROPERTY AS BUYER DEEMS NECESSARY OR APPROPRIATE UNDER THE CIRCUMSTANCES, AND THAT BASED UPON SAME, BUYER IS AND WILL BE RELYING STRICTLY AND SOLELY UPON SUCH INSPECTIONS AND EXAMINATIONS AND THE ADVICE AND COUNSEL OF ITS AGENTS AND OFFICERS, AND BUYER IS AND WILL BE FULLY SATISFIED THAT THE PURCHASE PRICE IS FAIR AND ADEQUATE CONSIDERATION FOR THE PROPERTY; (D) SELLER IS NOT MAKING AND HAS NOT MADE ANY WARRANTY OR REPRESENTATION WITH RESPECT TO ALL OR ANY PART OF THE PROPERTY (INCLUDING, BUT NOT LIMITED TO, ANY LEGAL, TAX OR OPERATIONAL MATTERS, ANY MATTERS CONTAINED IN DOCUMENTS MADE AVAILABLE OR DELIVERED TO BUYER IN CONNECTION WITH THIS CONTRACT OR ANY COMPLIANCE OR NON-COMPLIANCE BY SELLER OR THE PROPERTY WITH ANY LAWS, PERMITS, LICENSES, RULES OR REGULATIONS AFFECTING THE PROPERTY) AS AN INDUCEMENT TO BUYER TO ENTER INTO THIS ESCROW AND THEREAFTER TO PURCHASE THE PROPERTY OR FOR ANY OTHER PURPOSE; AND (E) BY REASON OF ALL OF THE FOREGOING, BUYER SHALL ASSUME THE FULL RISK OF ANY LOSS OR DAMAGE OCCASIONED BY ANY FACT, CIRCUMSTANCE, CONDITION OR DEFECT PERTAINING TO THE PHYSICAL, LEGAL, TAX, OPERATIONAL, FINANCIAL AND OTHER CONDITION OF THE PROPERTY.

BUYER HEREBY EXPRESSLY AND UNCONDITIONALLY WAIVES, DISCHARGES AND RELEASES SELLER, AND ITS SUCCESSORS, HEIRS AND ASSIGNS, AND EACH OF THEM (INDIVIDUALLY AND COLLECTIVELY, THE "RELEASED PARTIES") FROM ANY AND ALL PAST, PRESENT AND FUTURE RIGHTS, DEMANDS, OBLIGATIONS, LOSSES, CAUSES OR ACTION AND CLAIMS AGAINST SELLER AND/OR THE RELEASED PARTIES WITH RESPECT TO THE CONDITION, VALUATION,

MARKETABILITY, OPERATION, UTILITY AND PRIOR USE OF THE PROPERTY, AND ANY LAW, PERMIT, LICENSE, RULE OR REGULATION PERTAINING TO ANY OF THE FOREGOING AND ANY OTHER FEDERAL, STATE, OR LOCAL LAW OF SIMILAR EFFECT, AS WELL AS ANY AND ALL COMMON LAW CLAIMS. BUYER ACKNOWLEDGES AND AGREES THAT THE FOREGOING WAIVER AND RELEASE INCLUDES ALL RIGHTS AND CLAIMS OF BUYER AGAINST SELLER PERTAINING TO THE PROPERTY, WHETHER HERETOFORE OR NOW EXISTING OR HEREAFTER ARISING, OR WHICH COULD, MIGHT, OR MAY BE CLAIMED TO EXIST, OF WHATEVER KIND OR NATURE, WHETHER KNOWN OR UNKNOWN, SUSPECTED OR UNSUSPECTED, LIQUIDATED OR UNLIQUIDATED, EACH AS THOUGH FULLY SET FORTH HEREIN AT LENGTH, WHICH IN ANY WAY ARISE OUT OF, OR ARE CONNECTED WITH, OR RELATE TO, THE PROPERTY OR THE OPERATION THEREOF. THIS RELEASE INCLUDES CLAIMS OF WHICH BUYER IS PRESENTLY UNAWARE OF WHICH BUYER DOES NOT PRESENTLY SUSPECT TO EXIST WHICH, IF KNOWN BY BUYER, WOULD MATERIALLY AFFECT BUYER'S RELEASE TO SELLER. IN CONNECTION AND TO THE EXTENT PERMITTED BY LAW, BUYER HEREBY AGREES, REPRESENTS AND WARRANTS THAT BUYER REALIZES AND ACKNOWLEDGES THAT FACTUAL MATTERS NOW UNKNOWN TO IT MAY HAVE GIVEN OR MAY HEREAFTER GIVE RISE TO CAUSES OF ACTION, CLAIMS, DEMANDS, DEBTS, CONTROVERSIES, DAMAGES, COSTS, LOSSES AND EXPENSES WHICH ARE PRESENTLY UNKNOWN, UNANTICIPATED AND UNSUSPECTED, AND BUYER FURTHER AGREES, REPRESENTS AND WARRANTS THAT THE WAIVERS AND RELEASES HEREIN HAVE BEEN NEGOTIATED AND AGREED UPON IN LIGHT OF THAT REALIZATION AND THAT BUYER NEVERTHELESS HEREBY INTENDS TO RELEASE, DISCHARGE AND ACQUIT SELLER AND THE RELEASED PARTIES FROM ANY SUCH UNKNOWN CAUSES OF ACTION, CLAIMS, DEMANDS, DEBTS, CONTROVERSIES, DAMAGES, COSTS, LOSSES AND EXPENSES.

BY INITIALING THIS CONTRACT CLAUSE, BUYER ACKNOWLEDGES THAT THIS SECTION HAS BEEN READ AND FULLY UNDERSTOOD, AND THAT BUYER HAS HAD THE CHANCE TO ASK QUESTIONS OF ITS COUNSEL ABOUT ITS MEANING AND SIGNIFICANCE.

BUYER'S INITIALS

9.) Competitive bidding is an essential element of an Online Auction sale, and such a sale should be conducted fairly and openly with full and free opportunity for competition among bidders. Any conduct, artifice, agreement, or combination the purpose and effect of which is to stifle fair competition and chill the bidding, is against public policy and will cause the sale to be set aside. Collusion / Bid Rigging is a Federal Felony punishable by imprisonment and fine. Auctioneer will report all illegal conduct to the F.B.I. and cooperate with any prosecution.

10.) The Property may be withdrawn from the Online Auction at any time without notice and is subject to prior sale.

11.) Seller may select the winning bid in its sole and absolute discretion. No obligation to sell shall be binding on Seller unless and until this Contract is counter-signed by Seller. Seller may rescind any oral acceptance of a winning bid prior to the execution and delivery of this Contract to Buyer for any reason, including but not limited to, the receipt of a subsequent higher bid or offer to purchase whether such higher bid or offer to purchase was received pursuant to the Sale Event Terms and Conditions.

12.) Buyer represents and warrants that Buyer has received, read and accepts all terms and conditions pertaining to the sale of the Property (the Sale Event Terms and Conditions) which have been made available on the auction website, *marketplace.realinsight.com* and which Sale Event Terms and Conditions are incorporated herein by reference. In the event of any conflict or inconsistency between the Sale Event Terms and Conditions and the Contract, the Contract shall control and prevail in all respects.

13.) The Seller, NAI Horizon and Auctioneer and their representatives, attorneys, agents, and sub-agents, assume no liability for errors or omissions in this or any other property listing or advertising or promotional/publicity statements and materials. The Seller, NAI Horizon and Auctioneer and their representatives, attorneys, agents and sub-agents, make no representation or guarantee as to the accuracy of the information herein contained or in any other property listing or advertising or promotional/publicity statements and materials. Neither Auctioneer, NAI Horizon nor the Seller has any obligation to update this information. Neither Auctioneer, NAI Horizon nor the Seller, their Agents and Sub-Agents, attorneys, Escrow Agent / Settlement Agent, representatives, members, managers or affiliates has any liability whatsoever for any oral or written representations, warranties, or agreements relating to a Property except as is expressly set forth in the Contract.

14.) When executed by Seller and Buyer, this Contract shall be binding on all parties, their heirs, personal representatives, successors and assigns.

15.) If Buyer fails to perform under this Contract, then, as Seller's sole and exclusive remedy under this Contract, the Escrow Agent is hereby irrevocably immediately directed and instructed that the Escrow Deposits shall be forfeited and paid over to Seller as agreed liquidated damages in order to compensate Seller for the damages caused by such breach and not as a penalty.

16.) In the event of Seller's default under this Contract, Buyer's sole remedies shall be (i) to receive the return of Buyer's Escrow Deposit(s), at which time the Contract shall cease and terminate and Seller and Buyer shall have no further obligations, liabilities or responsibilities to one another; or (ii) Buyer must file an action within sixty (60) calendar days to seek specific performance of Seller's obligation under this Contract. Buyer shall not have any claim against Seller (nor shall Seller be liable) for damages (actual, special, punitive or otherwise) and hereby waives any such claims.

SELLER'S INITIALS BUYER'S INITIALS

17.) In the event any litigation arises under this Contract, the prevailing party shall be entitled to recover from the non-prevailing party all of their reasonable attorney's fees, court costs, and expenses, including those incurred on appeal. The provisions of this section shall survive closing or earlier termination of this Contract. THE PARTIES HEREBY IRREVOCABLY WAIVE THEIR RIGHTS TO A TRIAL BY JURY WITH RESPECT TO ANY CLAIM OR CONTROVERSY ARISING OUT OF OR RELATED TO THIS CONTRACT.

18.) If any provision of this Contract is held or rendered illegal or unenforceable, it shall be considered separate and severable from this Contract and the remaining provisions of this Contract shall remain in force and bind the parties as though the illegal or unenforceable provision had never been included in this Contract.

19.) Notwithstanding anything to the contrary contained in the Contract, Buyer acknowledges that neither Seller, NAI Horizon or Auctioneer have made any representations or warranties of any kind upon which Buyer is relying as to any matters concerning the Property, including, but not limited to, (i) any implied warranty as to the quality of the construction of any improvements on the Property or its fitness for use for a particular purpose, (ii) the environmental condition of the Property or any of the improvements located thereon, (iii) whether or not the Property is subject to airport corridor noise, (iv) the existence or nonexistence of asbestos, lead in water, lead in paint, radon, underground or above ground storage tanks, petroleum, toxic waste or any Hazardous Substances, (v) whether or not the Property is affected by the natural hazard laws, (vi) the existence or nonexistence of cultural artifacts, archeological discoveries, human remains or burial markers affecting the Property, (vii) economic projections or market studies concerning the Property, (viii) any development rights, taxes, assessments, bonds, covenants, conditions and restrictions affecting the Property, (ix) water or water rights, (x) topography, drainage, soil, subsoil of the Property, (xi) the utilities serving the Property, if any, (xii) any zoning, environmental or

building laws, rules or regulations affecting the Property, or (xiii) whether the Property complies with any fire codes, building codes or health codes, or any other laws, rules, regulations, codes, covenants, conditions or restrictions affecting the Property. For purposes of this Contract, the term "Hazardous Substance" shall mean any material, substance or waste designated as hazardous, toxic, radioactive, injurious or potentially injurious to human health or the environment, or as a pollutant or contaminant, or words of similar import, under any Hazardous Substance Law (as defined below), including, but not limited to, petroleum and petroleum products, asbestos, polychlorinated biphenyls, urea formaldehyde, radon gas, radioactive matter, medical waste, and chemicals which may cause cancer or reproductive toxicity. As used herein, "Hazardous Substance Law" means any federal, state or local law, statute, regulation or ordinance now or hereafter in force, as amended from time to time, pertaining to materials, substances or wastes which are injurious or potentially injurious to human health or the environment or the release, disposal or transportation of which is otherwise regulated by any agency of the federal, state or any local government with jurisdiction over the Property or any such material, substance or waste removed therefrom, or in any way pertaining to pollution or contamination of the air, soil, surface water or groundwater, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. Section 9601, et seq.), as amended; the Resource Conservation and Recovery Act of 1976 (42 U.S.C. Section 6901, et seq.), as amended; the Clean Water Act (33 U.S.C. Section 1251, et seq.), as amended; the Safe Drinking Water Act (42 U.S.C. Section 300f, et seq.), as amended; the Hazardous Materials Transportation Act (49 U.S.C. Section 1801, et seq.), as amended and the Toxic Substance Control Act (15 U.S.C. Section 2601, et seq.), as amended.