

GENERAL TERMS AND CONDITIONS OF SALE

Real Estate Auction
3 Davie Junction Community Townhomes
6301, 6321, 6331 S. Station Square
Davie Florida 33314
Thursday, February 6th, 2020 @ 11:00AM ET

Please review this document ("Terms and Conditions") carefully. In order to be eligible to bid on the Property, a Bidder must sign their Acknowledgment and Acceptance of these General Terms and Conditions of Sale, which may be incorporated into the Real Estate Sales Contract.

1. AUCTION DATE / PLACE / TIME:

The Auction ("Auction") shall be held on Thursday, February 6th, 2020 at The Holiday Inn Express & Suites, Fort Lauderdale Airport West; 2540 Davie Road, Davie, Florida 33317. The Auction will commence at approximately 11:00 AM ET and will be performed by Fisher Auction Company ("Auctioneer").

2. MANDATORY BIDDER REGISTRATION:

Bidder registration will begin one (1) hour prior to the Auction time stated in item 1 above. Registration is required to become a qualified and eligible bidder ("Bidder") at the Auction. To register, a prospective Bidder must:

(a) Provide Bidder's full name, company name, if any, residence/business addresses with telephone numbers, cellular telephone number, facsimile number, email address, a State valid driver's license or a valid passport.

(b) Present (for review) at registration a Cashier's Check or Certified Funds (no exceptions) payable in U.S. Funds to MacLean & Ema P.A., Real Estate Trust Account, ("Escrow Agent / Settlement Agent") in the amount of the **\$10,000 per unit that you wish to bid on**. If desired, Bidders may wire transfer said deposit prior to the Auction date. (Contact Fisher Auction Company for wiring instructions 800.331.6620 or 954.942.0917 for international calls). Wired deposits must be verified by Fisher Auction Company prior to the commencement of the Auction.

(c) Sign an acknowledgment that the Bidder has read and agrees to be bound by these General Terms and Conditions of Sale.

3. SUCCESSFUL BID, TOTAL PURCHASE PRICE (BUYER'S PREMIUM), ESCROW DEPOSITS, REAL ESTATE SALES CONTRACT:

(a) If the Seller, by and through the Auctioneer, accepts a bid ("Successful Bid") for each Property, then the successful Bidder will be required to execute, as Buyer ("Buyer"), the Real Estate Sales Contract ("Contract"), which has been previously furnished to Bidder, immediately following the bidding and / or no later than the conclusion of the Auction, with no changes / exceptions, and tender the Additional Escrow Deposit so required. The Successful Bidder's Initial Escrow Deposit stated in item 2 above will be delivered to MacLean & Ema P.A., as Escrow / Settlement Agent ("Initial Escrow Deposit") and deposited into their Escrow Account and held in escrow as a required deposit pursuant to the terms of the Contract.

(b) An Additional Escrow Deposit ("Additional Escrow Deposit") equal to the difference between 10% of the Total Purchase Price and the Initial Escrow Deposit for each unit, will also be due immediately following the bidding and / or no later than the conclusion of the Auction via a personal or business check in U.S. funds payable to MacLean & Ema P.A., Real Estate Trust Account as Escrow / Settlement Agent and held in escrow as a required escrow deposit pursuant to the terms of the Contract.

(c) The amount of (i) the Successful Bid **AND** (ii) 7% of the Successful Bid ("Buyer's Premium"), added together, will be the Total Purchase Price ("Total Purchase Price") for each Property to be purchased by the Buyer under the Contract together with closing costs as further provided in the Contract.

4. CLOSING AND PAYMENT OF TOTAL PURCHASE PRICE:

(a) The Closing ("Closing") will be on or before Friday, March 6th, 2020. The Closing will be coordinated through the offices of the Escrow / Settlement Agent; MacLean & Ema, P.A.; 2600 NE 14th Street Causeway, Pompano Beach, Florida 33062; Telephone: 954.785.1900; Facsimile: 954.942.9146.

(b) The Total Purchase Price will be due and payable by Buyer at Closing by Wire Transfer of immediately available funds, pursuant to written instructions from the Settlement Agent. Buyer shall receive credit for the Initial Escrow Deposit and the Additional Escrow Deposit, upon clearance, which shall be released from escrow and applied by the Settlement Agent towards the Total Purchase Price at Closing.

(c) Time shall be of the essence as to Buyer's obligations in these General Terms and Conditions and as described in the Contract.

5. TITLE INSURANCE and ZONING:

(a) The Seller will provide, at the cost to Buyer, an Owner's Title Commitment and Policy on each Property through the Escrow/Settlement Agent. **The Title Commitment and the Premium for the Owner's Title Policy shall be paid by the Buyer.** The Commitment and Owner's Title Insurance Policy will be issued by the Settlement Agent from Old Republic National Title Insurance Company. Buyer acknowledges he/she has previously reviewed and approved the Title Commitment issued by the Settlement Agent from Old Republic National Title Insurance Company.

(b) Except as provided for herein, it is understood and agreed that fee simple title to each Property is being sold to the Buyer without representation or warranty and subject to the Permitted Exceptions.

(c) The Seller will convey title by a General Warranty Deed ("Deed").

(d) Title to each Property will be subject to the exceptions set forth in the Commitments ("Permitted Exceptions"). Buyer agrees to take title to the Property subject to the Permitted Exceptions, among other matters as described in these General Terms and Conditions of Sale and in the Contract.

(e) Buyer agrees that each Property is subject to all laws, ordinances, codes, rules and regulations of applicable governmental authorities pertaining to the ownership, use and occupancy of the Property including, but not limited to, zoning, land use, building codes and agrees to take title subject to such matters, and the following permitted exceptions: (i) all covenants, restrictions, easements and agreements of record now on the Property; (ii) all liens for unpaid municipal charges not yet due (iii) the state of facts which would be shown by a current survey or inspection of the Property; (iv) any matter created by or through Buyer; (v) any title matters which Buyer has accepted or is deemed to have accepted as set forth in the Contract; (vi) any Homeowner's Association Documents / Fees, if any and (vii) such other matters that will not make the Property unusable or unmarketable for residential purposes.

(f) Seller is not providing to Buyer any survey of the Properties. 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. BUYER'S ACKNOWLEDGEMENTS:

- (a) The sale of each Property is an "All Cash" transaction and shall not be subject to any financing, other contingencies, or post due diligence.
- (b) The Seller and Fisher Auction Company 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 and Fisher Auction Company 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 Fisher Auction Company, nor the Seller has any obligation to update this information. Neither Fisher Auction Company, 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 each Property except as is expressly set forth in the Contract.
- (c) The Properties are sold in their "AS IS AND WHERE IS" condition and with all faults and defects, with no representations or warranties, express or implied. All Bidders are encouraged to inspect each Property prior to placing any bid at the Auction and the Successful Bidder, as Buyer, acknowledges that it has had a reasonable opportunity to inspect and examine all aspects of each Property and make inquiries of applicable governmental authorities pertaining to such matters in connection with each Property as Buyer has deemed necessary or desirable prior to the 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.
- (d) The Properties will be offered individually, and each property may be subject to an existing lease in which a Buyer will be required to take title with the existing lease.
- (e) Competitive bidding is an essential element of an 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. Fisher Auction Company will report all illegal conduct to the F.B.I. and cooperate with any prosecution.
- (f) The Properties may be withdrawn from the Auction at any time without notice and is subject to prior sale.
- (g) Seller, in its absolute sole discretion, reserves the right to amend, negotiate, modify, or add any terms and conditions to these General Terms and Conditions of Sale, the Contract and to announce such amendments, modifications, or additional terms and conditions at any time, including from the Auction Block.
- (h) The highest bid shall be the Successful Bid only if same is acceptable to and accepted by Seller, by and through the Auctioneer at the Auction, and as evidenced by Seller and the Successful Bidder, as Buyer, each executing the Contract.
- (i) Back-up bids will be recorded and received by Seller in Seller's absolute discretion. Should a Property not close with the Buyer or should the Buyer not comply with any term or condition of any document executed by Buyer in connection with a Property, the Seller will have the option, but not the obligation, to pursue back-up bids.
- (j) If you are unsure about anything regarding the Properties or the Governing Documents, do not place a bid or participate in the Auction. Review of the Governing Documents and all of the terms and conditions as well as a review of the Properties before making any bids is strongly recommended and you will be deemed to have done so on execution of these General Terms and Conditions of Sale.
- (k) The fall of the hammer and/or the term "Sold" as stated by the Auctioneer upon the acceptance of the Purchaser's bid at the close of the Auction is an acknowledgment that such bid is the highest bid, at which time it became a binding agreement to purchase the Property. Whether such bid is accepted is subject to this Agreement, including any announcements made by the Auctioneer. Thereafter, you may not withdraw your bid and you are obligated to execute the Contract.
- (l) The Buyer's Executed General Terms and Conditions of Sale may be attached and made a part of the Contract. In the event a conflict exists between the Contract and the General Terms and Conditions of Sale, then, (i) prior to Buyer's execution and delivery of the Contract, the terms of the General Terms and Conditions of Sale shall govern and control and (ii) following Buyer's execution and delivery of the Contract, the terms of the Contract shall govern and control over the General Terms and Conditions of Sale.

7. ANNOUNCEMENTS:

All announcements from the Auction Block at the Auction shall supersede and take precedence over all previously written or printed material and any other oral statements made; provided however that the Auctioneer shall not be authorized to make any representation or warranty (express or implied) with respect to each Property. The Auctioneer has the sole and absolute discretion to make any announcements at the Auction, including but not limited to any announcements that may amend or alter the auction terms, conditions, or procedures that were previously set forth in written materials. In the event of a dispute over the bidding process, the Auctioneer shall make the sole and final decision and will have the right either to accept or reject the final bid or re-open the bidding. Bidding increments shall be at the sole discretion of the Auctioneer.

8. TELEPHONE BIDDING:

Telephone Bidding will be accepted, subject to all terms and conditions of the Auction. Interested bidders must obtain and sign the proper forms by contacting Fisher Auction Company and tender the required Initial Escrow Deposit.

9. DEFAULT:

If the Buyer fails to comply with any of these General Terms and Conditions of Sale, the Seller shall retain the required Initial and Additional Escrow Deposits, which shall be considered fully earned and non-refundable, under this Agreement and / or the Contract as liquidated damages and not as a penalty. The Escrow / Settlement Agent must immediately release the Initial and Additional Escrow Deposits upon request of the Seller. Buyer acknowledges and understands that this provision is enforceable and shall not be deemed a penalty because the damages are not readily ascertainable and generally impossible to calculate under the circumstances. Upon Default and notice of same by Seller to Escrow / Settlement Agent, Buyer understands and agrees to the immediate release of the Initial and Additional Escrow Deposit funds to the Seller by Escrow / Settlement Agent without the requirement of further documentation or consent from Buyer.

10. REPRESENTATIONS:

All information was derived from sources believed to be correct but is not guaranteed. Bidders shall rely entirely on their own information, judgment, and inspection of each Property and records. Neither the Seller, nor Fisher Auction Company, its Agents and Sub-Agents makes any representation or warranties as to the accuracy or completeness of any information provided. All sizes, dimensions, drawings are approximations only.

11. BROKER PARTICIPATION:

Three Percent (3%) of the Final Bid Price will be paid to a qualified Licensed Real Estate Broker ("Broker") whose registered Buyer's offer is accepted by the Seller and closes on the Property, provided the Broker is not prohibited by law from being paid such commission. To qualify for a commission, the Broker must first register their prospect on the MANDATORY REAL ESTATE BUYER BROKER PARTICIPATION REGISTRATION form. The form must be received by the office of Fisher Auction Company no later than 5:00 PM ET, Wednesday, February 5th, 2020. This registration MUST be sent to Fisher Auction Company, 2112 East Atlantic Boulevard, Pompano Beach, FL 33062. Brokers may fax their broker registration(s) to 954-782-8143 or email to info@fisherauction.com. NO LATE REGISTRATIONS WILL BE ACCEPTED. Commissions will be paid only after closing and after Fisher Auction Company has been paid in full. Brokers are not required to attend the Closing. If a Broker has not met all of these requirements, no commission will be paid to the Broker, even if the Broker's prospect purchases the Property. No oral registrations will be accepted. Under no circumstances whatsoever will any commission be paid if the sale does not close for any reason.

12. FINAL BID PRICE:

The final bid price for the Properties shall be determined by competitive bidding at the Auction. The Properties are being sold to the Highest and Successful Bidder at or above a bid price of \$295,000 (for each unit) plus the seven percent (7%) Buyer's Premium, subject to the terms and conditions of the Governing Documents.

13. ACKNOWLEDGMENT AND ACCEPTANCE:

The Undersigned Bidder acknowledges receipt of a copy of these General Terms and Conditions of Sale, and having read and understood the provisions set forth therein, accepts same and agrees to be bound thereby. Facsimile or electronic signatures will be treated and considered as original.

14. INDEMNIFICATION:

Buyer shall defend, indemnify, and hold harmless Seller, Fisher Auction Company, its officers, directors, employees, and agents, from and against any and all claims, demands, causes of action, costs, liabilities, losses, damages, and expenses (including reasonable attorneys and expert witness fees and expenses) (collectively, "Claims"), and by whomever brought, to the extent arising out of or in any way related to (i) the sale of the Properties, (ii) the performance of the parties' obligations under this Agreement; (iii) the physical condition and quality (and express or implied representations regarding such condition and quality) of each Property or any portion thereof, (iv) any breach of these General Terms and Conditions of Sale, Governing Documents, or the Contract; (v) any claim arising from the sale of the Properties; (vi) any claim arising from Buyer's participation in the Auction; or (vii) any other act, omission or representation by Buyer.

15. GOVERNING LAW / JURISDICTION/VENUE:

This Agreement shall be construed, enforced and governed by the laws of the State of Florida, without regard to choice of law and similar doctrines. The parties consent to jurisdiction in the State of Florida and venue, for any litigation arising out of this Agreement, shall lie exclusively in the courts of Broward County, Florida.

16. WAIVER OF JURY TRIAL:

EACH PARTY TO THIS AGREEMENT HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED UPON THIS AGREEMENT OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY OTHER AGREEMENT CONTEMPLATED AND EXECUTED IN CONNECTION HERewith, OR ANY COURSE OF DEALING, COURSE OF CONDUCT, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO.

17. ATTORNEY'S FEES:

If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret any provision or provisions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees and costs, whether at the trial court and appellate level, in addition to all other costs associated with the action whether or not the action advances to judgment, in addition to any other relief to which that party may be entitled.

18. ENTIRE AGREEMENT:

This Agreement embodies the entire agreement between the parties relative to the subject matter, and there are no oral or written agreements between the parties, or any representations made by either party relative to the subject matter, which are not expressly set forth herein. To the extent that any of the terms or provisions contained herein differs or conflicts with those contained within the Contract, the Contract shall control.

THE BIDDER ACKNOWLEDGES AND AGREES THAT THE BIDDER HAS READ ALL OF THE TERMS AND CONDITIONS AND EACH OF THE TERMS AND CONDITIONS CONTAINED IN THE GOVERNING DOCUMENTS AND AGREES TO BE BOUND TO SAME BY BIDDER'S SIGNATURE BELOW.

Bidder No.

Bidder's Signature

Date

Time