

951 West Watkins Phoenix, Arizona 85007 Toll Free: (800) 801-8880 Tel: (602) 252-4842 Facsimile: 602-275-8548 auctionsystemsselect.com

AUCTION AGREEMENT TO BUY AND SELL REAL ESTATE

This	Agreeme	ent is made this	day of _ ("Seller"),	residing		20	_ by and	between
			(303.),	rooidii ig	a.			and
			_ ("	'Buyer"),	•	res	iding	at
taking prope prope Agre	g place erty des erty purs ement a	winning bidder at 214 S. 11 th scribed herein suant to the recent attached hereto attached hereto attached.	Ave., Phoe and enters in the puirements enters in Exhibit B.	nix, AZ 85 nto this A	<u>007</u> greer	("the nent	Auction" to purch) for the nase the
	property improve pertainin ingress public ro hereby	ERTY: Seller a situated at [See ments, fixtures g thereto, includand egress, and bad, all of the abacknowledges at here is" basis.	e Exhibit A], attached the ding non-excludities service ove hereinaf	together verto, all procession and ter collective	with a rivilego ment from rely ca	all buil es ar rights said alled "	dings, pend appurent for purent property Property	ermanent rtenances poses of and the "." Buyer
	the Auc Buyer's Premiun	tion, which was	th is the aggre- described in The sum erein as the "P real estate to in U SIT: As a reement, Buye ument the su by made paya	gate of the section of the Han urchase Pricaxes and a l.S. decondition of the condition of	winnir _ ("Ha _ 3 nmer ce." T ssess ollars f entered to 0.00 est An	ng bid amme bel Price he Pu ments ering provid (Five nerica	made by r Price"), ow, wand the archase Pas as into the de in cash Hundred n Title C	Plus the plus the hich is Buyer's Price plus payable follows: Bidder's h or cash Dollars) Company"
Initials	Seller	Seller	1		Initi	als	Buyer	Buyer

bidder, the Initial Deposit becomes non-refundable and is credited toward the Purchase Price.

b.	ADDITIONAL DEPOSIT: Due Immediately but no later than 4:00 p.m
	of the first business day following the auction, Buyer agrees to provide
	in cash equivalent funds made payable to First American Title ar
	additional deposit of ("Additional Deposit"), which
	is an amount equal to 10% of the Hammer Price less the Initial Deposit
	The Additional Deposit will be held in a non-interest bearing escrov
	account by Title Company and will be credited toward the Purchase
	Price.

- c. BALANCE OF PURCHASE PRICE: On or before 4:00 p.m. on the Closing Date as hereinafter defined, Buyer shall pay in cash or cash equivalent funds made payable to First American Title the balance of the Purchase Price, which is
- d. BUYER'S SALES EXPENSES, TAXES AND ASSESSMENTS: On or before 4:00 p.m. on the Closing Date as hereinafter defined, Buyer shall pay Buyer's Sale Expenses as set forth in Section 12 of this Agreement and Buyer's Taxes and Assessments as set forth in Section 11 of this Agreement.
- 3. BUYER'S PREMIUM: Buyer shall pay a fee of 10% (Ten Percent) of the Hammer Price as a Buyer's Premium. The Buyer's Premium is part of the balance of the Purchase Price due and payable at the Closing. Buyer acknowledges that the fee will be paid to the Title Company, which shall then pay the fee at the direction of Auction Systems Select, ("Auction Systems Select"). This fee does not create an agency relationship between Buyer and Auction Systems Select. Buyer agreed to this fee prior to submitting a bid on the Property. This fee is independent from any commission or fee, if any, to which Auction Systems Select may be entitled.
- 4. FORFEITURE OF INITIAL DEPOSIT: If Buyer's offer is accepted and Buyer fails or refuses to make the Additional Deposit required under and in accordance with Section 2(B), Buyer shall forfeit the Initial Deposit and this Agreement shall be null and void.
- 5. CLOSING: The closing ("the Closing") shall take place on or before April 23, 2013 ("Closing Date") at the offices of Title Company 4435 E. Chandler Blvd., #100 Phoenix AZ 85048. Buyer understands that sales price is subject to seller approval. At the Closing, Buyer shall pay to Seller the balance of the Purchase Price plus or minus other items as required by this Agreement by cash or cash equivalent funds acceptable to Seller. Upon receipt of the entire Purchase Price by Seller, Seller shall deliver to Buyer a Special Warranty Deed, any Affidavits required by Arizona state law and any required mortgage or lien releases in order to convey to Buyer title to the premises, free and clear

Initials			_	2	Initials		
	Seller	Seller		_		Buyer	Buyer

of all liens and encumbrances except as set forth elsewhere in this Agreement and shall provide possession of the Property to Buyer as set forth in Section 7.

- 6. LIABILITY OF TITLE COMPANY: The parties acknowledge that Title Company is acting as escrow agent hereunder at the request and convenience of the parties. When acting in such capacity, Title Company shall not be deemed to be the agent of either of the parties hereto and Title Company shall not be liable to either of the parties for any acts or omissions of Title Company on its part as escrow agent unless taken or suffered in bad faith, in willful disregard of this Agreement, or involving gross negligence. Seller and Buyer shall, jointly and severally, indemnify, defend and hold harmless Title Company from and against all costs, claims, and expenses, including reasonable attorneys' fees incurred in connection with the performance of Title Company's duties as escrow agent hereunder, except with respect to acts or omissions taken or suffered by Title Company in bad faith, in willful disregard of this Agreement, or involving gross negligence on the part of Title Company. In no event shall Title Company be liable for unearned interest, if any, with respect to any deposit or other payment made to Title Company hereunder.
- 7. TITLE: Seller has provided prior to the bidding at the Auction a preliminary certificate of title to the property and has allowed Buyer to review, which preliminary certificate of title covers the Property. Buyer will be purchasing the Property free and clear of liens and encumbrances except as reflected in said preliminary certificate of title available at the Auction, Online and at Open Houses. Anything in this agreement to the contrary notwithstanding, Buyer understands and acknowledges that Buyer is aware of any additional conditions related to title of the property posted on the web site of Auction Systems Select or any of its affiliates or emailed to Buyer and such conditions shall be additional conditions to the preliminary certificate of title. Buyer may elect to purchase an Owner's Title Insurance Commitment ("Title Commitment") to be paid by Buyer in the customary form showing title to the Property in the name of Seller, subject to the following permitted exceptions ("Permitted Exceptions"): (i) rights or claims of parties in possession not shown by the public records; (ii) easements or claims of easements not shown by the public records; (iii) encroachments, overlaps, boundary line disputes or other matters which would be disclosed by an accurate survey or inspection of the Property, (iv) any lien or right of lien for services, labor or material heretofore or hereinafter furnished, imposed by law and not shown by the public record; (v) taxes or special assessments which are not shown as existing liens; (vi) any water, mineral or other rights already granted or reserved by other parties, including but not limited to any mineral leases; (vii) the rights of any current tenants in possession of the Property; (viii) any encroachments, easements, party walls or other facts which are not shown by the public records but which would be disclosed by an accurate survey or by an inspection of the land; and (ix) such easements, covenants, restrictions, conditions, standard printed exceptions and other matters, if any, identified in the Title Commitment.

Initials			_	3	Initials		
	Seller	Seller		3		Buyer	Buyer

If Buyer has any valid objections to the status of title other than a Permitted Exception, or if between the date of the Auction and the date of the Closing, a new defect in title is disclosed by an updated endorsement to the Title Commitment, Buyer, within three days after notice thereof, shall provide Seller with written notice of Buyer's objections. Seller may, at Seller's discretion, take action to resolve Buyer's objections to the status of title. If Seller fails or refuses to resolve Buyer's objections to title, then Buyer may either purchase the Property subject to Buyer's objections, or Buyer may terminate this Agreement, in which event Buyer's Initial Deposit and any Additional Deposit shall be returned to Buyer. Seller shall have the right at its sole election to delay the Closing by not more than sixty (60) days to cure any such defect in title.

- 8. POSSESSION: Possession of the Property shall be delivered to Buyer on or before 5:00 p.m. on the Closing Date after being notified of recording of title. If Seller, after payment of the Purchase Price, fails to deliver possession as specified, Seller shall be subject to eviction and shall be additionally liable to Buyer for payment of liquidated damages in the amount of \$250 per day for each day after the Closing Date in which Seller fails or refuses to deliver possession of the Property to Buyer.
- 9. INSPECTION: Buyer acknowledges receiving the right and opportunity to perform any type of inspection on the Property and to be satisfied as to the condition prior to making an offer on the Property; review all property information and due diligence materials; independently verify any information Buyer deems important including information available in public records; and inquire of public officials as to the applicability of and compliance with land use and environmental laws, building ordinances, zoning, health and safety codes, and any other local, state or federal laws and regulations.

Buyer acknowledges receiving the right and opportunity to inspect the physical condition and investigate the suitability of the Property. Buyer acknowledges that Buyer must conduct and rely solely upon Buyer's own investigation of the Property and not any information provided by Seller, Auction Systems Select or any Broker, agent or other third party.

Buyer is responsible for the cost of all inspections, surveys, engineering reports, environmental studies, including, but not limited to, ALTA Survey Phase I Environmental Site Assessment, or for any other work performed at Buyer's request, and shall pay for any damage which occurs to the Property.

These properties are offered together with improvements thereon as is, where is, with no warranty expressed or implied. Buyers are assuming any "Notice of Violation or Substandard" posted against the properties prior to the sale and after. The Seller, Listing Agent and Auctioneer make no representations regarding the properties offered for sale (i.e. square footage,



zoning, etc.). Bidders must rely on their own inspections and research prior to bidding. No termite clearance will be supplied for these sales.

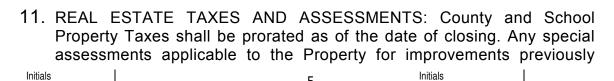
10. WARRANTIES: Buyer acknowledges that a full inspection of the Property and all related information was made including this Agreement, the Commercial Seller's Property Disclosure Statement, the Bidder's Registration Agreement, the Auction bid package, and that Buyer is satisfied in all respects with the condition of the Property and all matters pertaining thereto.

These properties are offered with no Minimum Starting Bid (unless specified on The Brochure or on Auction Day) and no Asking Price, however, the sale will be subject to seller approval.

Buyer accepts the Property "as is" "where is" and "with all faults" and in its present condition with Buyer assuming the risk thereof. Buyer understands that Seller makes no warranty or representation of any kind, either expressed or implied or arising by operation of law, as to the condition, quality, serviceability, merchantability or fitness for a particular purpose of the Property, or any portion thereof, and in no event shall Seller be liable for consequential damages. Buyer certifies that Buyer has inspected the property and is not relying on any sales literature, brochures, documents, maps, projections, pro formas, statements or anything else that may have been made available by Seller or Auction Systems Select.

Seller agrees to complete and deliver to Buyer the most current version of the applicable Arizona Real Estate Commercial Seller Property Disclosure Statement. Seller agrees to hold harmless Auction Systems Select and any broker or agent involved in this Auction and to defend and indemnify them from any claim, demand, action or proceedings, resulting from any omission or alleged omission by Seller in Seller's Arizona Commercial Real Estate Property Disclosure Statement.

Buyer acknowledges that Seller has not agreed to perform any work on or about the Property as a condition of Buyer's purchase of the same. Buyer understands that by entering into this Agreement and agreeing to accept the Property and pertinent structures in an "as is" condition, that Buyer is buying the Property subject to any and all recorded easements, leases, covenants and restrictions of record.



Buyer

Buyer

Seller

Seller

made to benefit the Property shall be paid by Seller. Buyer shall assume and agree to pay all special assessments for improvements which are completed after the date of this Agreement.

- 12. SALES EXPENSES: Seller and Buyer agree that all sales expenses are to be paid prior to or at the Closing.
 - a. SELLER'S EXPENSES: Seller agrees to pay all costs of releasing existing liens or mortgages and recording the releases; deed stamps and cost of filing any Gains Tax Affidavit; the cost of any preliminary title search; the professional fee to the Seller's broker in this transaction (Note: this refers to any separate listing agreement fee and does not include the Buyer's Premium, which shall be paid and distributed as set forth in Section 3); and any other expenses stipulated to be paid by Seller under other provisions of this Agreement.
 - b. BUYER'S EXPENSES: Buyer agrees to pay all expenses incident to: any loan (e.g., loan commitment fees, preparation of other loan documents, recording fees, additional transfer tax (if applicable), mortgage tax, title examinations, mortgage title insurance policy premium, etc.); any premium for an owner's title insurance policy; recording of the deed; filing cost for any Assessment Affidavit; copies of documents pertaining to restrictions, easements, or conditions affecting the Property; ALTA Survey, if needed; Environmental Survey Phase I, if needed; and expenses stipulated to be paid by Buyer under other provisions of this Agreement.
- 13. DEFAULT: If Buyer fails to perform any obligation imposed by this Agreement, Seller may serve written notice of default upon Buyer. If such default is not corrected within ten (10) days thereafter, then, at the option of Seller, Seller may terminate this Agreement and shall be entitled to retain the Initial Deposit and any Additional Deposit paid hereunder as liquidated damages. The foregoing remedy in the event of a default is not intended to be the exclusive remedy of Seller, and Seller shall have the right to seek all other remedies available at law or equity, including but not limited to specific performance. Default by Buyer shall entitle Seller to court costs and reasonable attorneys' fees incurred in enforcing the provisions of this Agreement.

In the event of Seller's failure to perform its obligations imposed by this Agreement, Buyer shall serve upon Seller written notice to correct such default. Should Seller fail to correct such default within ten (10) days of receipt of such notice, Buyer's sole remedy hereunder shall be to declare this Agreement terminated and receive a refund of its Initial



Deposit and any Additional Deposit. The Title Company acting as escrow agent, upon receiving an affidavit from Seller or Buyer stating that this Agreement has been terminated, by default or otherwise, and requesting that Title Company pay over the Initial Deposit or the Additional Deposit, shall notify the other party in writing of said affidavit and shall, in the event that the other party does not object in writing within ten (10) business days, deliver the Initial Deposit and the Additional Deposit as directed in the affidavit. In the event that the other party objects within the ten (10) day period to the payment of the Initial Deposit and the Additional Deposit, the Title Company shall retain the deposits until the parties have reached written agreement on the disposition of the Initial Deposit and any Additional Deposit or a court of law has ordered the disposition of the same. The Title Company shall be entitled to file an interpleader action in the event of dispute regarding the disposition of the Initial Deposit and any Additional Deposit.

Nothing in this Section 13 shall be construed to require Seller to provide Buyer with any notice of Buyer's failure to make the Additional Deposit required hereunder. If Buyer fails to make the Additional Deposit on a timely basis as required by section 2(b) hereof, Buyer shall immediately forfeit the Initial Deposit as set forth in Section 4 without any obligation on the part of Seller to provide Buyer with a notice of default.

- 14. ENTIRE AGREEMENT: This Agreement contains the entire agreement of the parties and no representations, warranties or agreements have been made by either of the parties except as set forth in this Agreement.
- 15. RISK OF LOSS: Except as herein provided, all risk of loss with respect to damage to the Property shall be borne by Seller until the Closing Date; thereafter, all risk of loss shall be borne by Buyer. In the event that the Property is significantly damaged or is destroyed by fire or other casualty or hazard prior to the Closing Date, Seller shall have the option to restore the Property to its pre-casualty condition or to cancel this Agreement. In such event, the Initial Deposit and the Additional Deposit shall be returned to Buyer as a complete and final settlement to Buyer of all Seller's obligations hereunder. Should Seller desire to restore the Property to its pre-casualty condition, Seller shall so notify Buyer and anything to the contrary in Section 13 hereof notwithstanding thereafter shall have 120 days to complete such restoration, with the Closing Date to be postponed accordingly.
- 16. HEIRS, SUCCESSORS AND ASSIGNS: This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective heirs, successors and permitted assigns, provided, however, that Buyer may not assign its rights or obligations hereunder without the prior written consent of the Seller.



- 17. TIME IS OF THE ESSENCE: The time for performance of the obligations of the parties is of the essence of this Agreement.
- 18. ARBITRATION: Any action, claim, controversy, or dispute arising out of this Agreement including, but not limited to, its breach, enforcement, interpretation, termination, or validity, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined and resolved exclusively by final and binding arbitration, with no appeal permitted, except as provided by applicable law for the judicial review or enforcement of arbitration decisions. The arbitration shall administered by the American Arbitration Association, pursuant to its "Comprehensive Arbitration Rules and Procedures" then in effect, and heard and decided by a panel of three (3) independent arbitrators. Judgment on the arbitration award may be entered in any court having jurisdiction. Each party unconditionally and irrevocably waives all right to a trial by jury in any action, proceeding, or counterclaim arising out of or related to this Sale Contract, the transactions contemplated, and the related dealings of the parties. The costs of arbitration, including the fees and expenses of the arbitrators; but not including the parties' attorneys' fees, shall initially be paid equally by the parties. The prevailing party shall be entitled to collect from the other its full costs associated with the arbitration, including reasonable attorneys' fees. The parties agree that the filing, proceedings, rulings, decisions, result, and award from any arbitration shall be permanently kept confidential and not disclosed in any form or manner to any entity, media, or person whatsoever, and the parties shall jointly move the court entering judgment on the arbitration award to so order. Any arbitration or other adversarial proceeding must be commenced within one year from the date of the Auction or when the cause of arbitration accrued, whichever first occurs, or it will be forever barred. The right of arbitration shall accrue, and the one-year limitation period shall begin to run, from the date the breach, damage, or injury is sustained and not when discovered.
- 19. JURISDICTION: This Agreement shall be constructed in accordance with the laws of the State of Arizona. The venue of any action or suit relating to this Agreement shall be in a court located in Maricopa County, Arizona. Any provision of this Agreement which is unenforceable or invalid or the inclusion of which would affect the validity, legality, or enforcement of this Agreement shall be of no effect, but all the remaining provisions of this Agreement shall remain in full force and effect.
- 20. ENVIRONMENTAL: The Buyer acknowledges that the Seller has not made, will not make, and hereby disclaims any and all representations and warranties concerning the environmental condition of the property.



Buyer acknowledges that, if applicable, Buyer has reviewed any environmental disclosure documents prior to bidding, and that the information provided, and in the form provided, is acceptable to the Buyer.

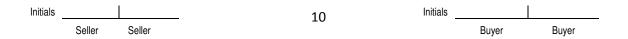
- 21. SELLING AGENT: This agreement is solely between Buyer and Seller. Auction Systems Select shall not be liable for any existing or arising defects or deficiencies in the Property, improvements or other appurtenant structure thereon, nor for any information provided to the Buyer from sources deemed reliable. Buyer acknowledges that it has conducted its own independent investigations, inspections, inquiries and due diligence concerning the Property. Auction Systems Select is exclusively the agents for the Seller.
- 22. SALES COMMISSIONS: Seller and Buyer warrant and represent each to the other that Auction Systems Select is the only broker involved with the sale of the Property and that Auction Systems Select's listing commission shall be paid by the Seller. In the event that any other Broker or other parties are entitled to commission, fee or other compensation relating to the sale of the Property as a result of Buyer's dealings with such Broker or other party, Buyer shall pay the same and hereby agrees to indemnify and hold Seller and Auction Systems Select harmless from the payment of any such commission, fee or compensation which obligation of Buyer shall survive closing. However, if Buyer's Broker properly registered Buyer, per the Buyer Broker guidelines issued in the Realtor Registration Form, the Seller shall pay the Buyer Broker the stipulated fee at the closing of the transaction per the Buyer Broker guidelines issued by Auction Systems Select. The valid Realtor Registration must be attached as Exhibit D to be enforceable. This section does not cover the Buyer's Premium and the distribution thereof, which is explained in sections 3 of this Agreement.
- 23. FAIR HOUSING STATEMENT: It is illegal, pursuant to Arizona's Fair Housing Law and the Federal Fair Housing Law, 42 U.S.C.A. 3601, to refuse to sell, transfer, assign, rent, lease, sublease, or finance housing accommodations, refuse to negotiate for the sale or rental of housing accommodations, or otherwise deny or make unavailable housing accommodations because of race, color, religion, sex, familial status, ancestry, handicap or national origin; or to discriminate in advertising the sale or rental of housing, in the financing of housing, or in the provision of real estate brokerage services. It is also illegal, for profit, to induce or attempt to induce a person to sell or rent a dwelling by representations regarding the entry into the neighborhood of a person or persons belonging to one of the protected classes.



24. ADDENDA AND EXHIBITS: The following Addenda and Exhibits are attached to this Agreement and are made a part hereof.

Property To Be Sold At Auction ■ Exhibit A Bidder Registration Form □ Exhibit B Commercial Seller Property Disclosure Statement Exhibit C (CSPDS) Realtor Registration Form Exhibit D Arizona Agency Disclosure (if Buyer is represented by a Exhibit E Real Estate Agent) **Buyer Advisory** Exhibit F Market Conditions Advisory ■ Exhibit G

- 25. EXECUTION: AUTHORITY. The individual(s) signing this Agreement on behalf of Buyer represent and warrant that either: (a) he or she is (or they are) the same person(s) named as Buyer on Page 1 of this Agreement; OR (b) he or she has (or they have) full authority to execute this Agreement on behalf of the Buyer named on Page 1 of this Agreement.
- 26. CONVEYANCE INSTRUCTIONS: The Property shall be conveyed to (and Buyer hereby directs Seller to execute and deliver the deed to) the party(ies) identified below Buyer's signature under "Exact name(s) to appear on deed" (the "Deed Grantee"). If the Deed Grantee is different than the party executing this Agreement as Buyer, then: (a) if requested by Seller, Buyer will, prior to closing, execute and deliver an appropriate instrument prepared or approved by Seller assigning Buyer's rights and obligations to acquire the Property to the Deed Grantee; and (b) the Buyer shall nevertheless be bound by all of the terms of the Agreement unless Seller hereafter agrees in writing to release Buyer from this Agreement.
- 27. NOTICES: Any notices required or permitted to be sent pursuant to this Agreement shall be sent via certified mail return receipt requested to the address of the Seller or Buyer contained herein and, if to the Seller, a copy shall be sent by certified mail return receipt requested to Auction Systems Select, 951 W. Watkins St., Phoenix, AZ 85007.
- 28. OFFER ACCEPTANCE: These properties are offered with no Minimum Starting Bid (unless specified on The Brochure or on Auction Day) and no Asking Price, however, the sale will be subject to seller approval.



In Witness Whereof, the parties have executed this Agreement in two counterparts, each of which shall be an original.

SELLER:			
Print name:		Print name:	
Signature:		Signature:	
Date:		Date:	
Phone:		Phone:	
Email:		Email:	
BUYER:			
Print name:	(name to be on deed)	Print name:	(name to be on deed)
Signature:		Signature:	
Date:		Date:	
Phone:		Phone:	
Email:		Email:	
Initials		11	Initials

Seller

Seller

Buyer

Buyer

EXHIBIT A

Property to be auctioned on March 23, 2013

APN: 112-06-001-A	LOT 1	MARSHALL SUB BLK 31 NEAHRS & NLY 8F ABAND ALLEY P/F 95-0344369
APN: 112-06-002-A	LOT 2	MARSHALL SUB BLK 31 NEAHRS & SLY 8F ABAND ALLEY P/F 95-0344369
APN: 112-06-003-A	LOT 3	MARSHALL SUB BLK 31 NEAHRS & SLY 8F ABAND ALLEY P/F 95-0344369
APN: 112-06-004-A	LOT 4	MARSHALL SUB BLK 31 NEAHRS & NLY 8F ABAND ALLEY P/F 95-0344369
APN: 112-06-006-A	LOT 7	MARSHALL SUB BLK 31 NEAHRS & SLY 8F ABAND ALLEY P/F 95-0344369
APN: 112-06-007-A	LOT 8	MARSHALL SUB BLK 31 NEAHRS & SLY 8F ABAND ALLEY P/F 95-0344369
APN: 112-06-008-A	LOT 9	MARSHALL SUB BLK 31 NEAHRS & SLY 8F ABAND ALLEY P/F 95-0344369
APN: 112-06-009-A	LOT 10	MARSHALL SUB BLK 31 NEAHRS & NLY 8F ABAND ALLEY P/F 95-0344369



