



AUCTION MANAGEMENT CORPORATION

1827 Powers Ferry Road, Building 5, Atlanta, Georgia 30339

Phone: (770) 980-9565 Fax: (770) 980-9383 Email : info@auctionEbid.com

AUCTION REAL ESTATE SALES AGREEMENT (the "Agreement") (PSA FIRSTCITY)

Property # _____ DATE: May 19th, 2015

As a result of the efforts of AUCTION MANAGEMENT CORPORATION, hereinafter referred to as "Auctioneer", the undersigned Purchaser agrees to buy, and the undersigned Seller agrees to sell, all that tract or parcel of land lying and being in Eastland County, Texas, being more particularly described as 401 West Moss Street, Eastland TX 76448 hereinafter referred to as the "Real Property", () [checked if applicable] which is more particularly described in Exhibit A, attached hereto and incorporated herein by reference. Seller's interest in the Real Property, Seller's interest in any current leases of the Real Property (the "Leases") and Seller's interest in any personal property (the "Personal Property") located at the Real Property shall be collectively referred to as the "Property",

The Bid Amount of \$ _____
plus a Premium of ten (10%) percent of the bid, or \$ _____
equals the Purchase Price of the Property of \$ _____

(\$ _____) Dollars, to be paid by certified or cashier's check to Seller, in full, at Closing (as defined herein). Purchaser's obligation to close shall not be contingent upon Purchaser's ability to obtain financing.

Applicable provision must be checked:

() This offer remains binding and irrevocable by Purchaser through _____ at 5:00 PM. If this Agreement is not executed by Seller prior thereto the Earnest Money (as hereafter defined) shall be refunded to Purchaser and this Agreement shall be null and void.

() This sale is absolute, becoming a binding Agreement upon execution hereof by Purchaser and without further requirement of execution by Seller.

Purchaser shall pay to Auctioneer within 24 hours of completion of auction the sum of the greater of \$2,500.00 or ten (10%) percent of the Purchase Price, which equals \$ _____, as an earnest money deposit (the "Earnest Money"), which is to be delivered to Stewart Title Company, 1220 Washington, Suite 102, Kansas City, MO 64105, Attn. Brad Farris, Phone (816) 988-9258, (the "Title Company") as escrow agent, and is to be applied as part payment of the Purchase Price at time of Closing. Any Earnest Money paid by other than cash or certified funds will not be refunded, if applicable, until such time as the deposited funds have fully cleared payor bank. The parties hereto understand and acknowledge that disbursement of Earnest Money held by the Title Company may occur only as follows: (a) at Closing; (b) upon written agreement signed by all parties having an interest in said funds; (c) upon court order; (d) upon failure of any contingency; or (e) upon failure of either party to fulfill the obligations thereof contained in this Agreement. This paragraph shall constitute escrow instructions to the Title Company.

Seller states that Seller presently has title to said Real Property, and, subject to the provisions contained in this paragraph, at the time the sale is consummated agrees to convey insurable title to said Real Property to Purchaser by Special or Limited Warranty Deed substantially in the form of Exhibit E (the "Deed"), subject to those matters (the "Permitted Encumbrances") set forth in Exhibit C attached hereto. Seller shall furnish or cause to be furnished to Purchaser, as soon as available, (i) a title commitment for an Owner's Title Insurance Policy for the Real Property prepared by the Title Company, in an amount equal to the Purchase Price and showing Purchaser as the proposed

insured (the "Title Commitment"). Purchaser shall have ten (10) days after receipt of the Title Commitment within which to notify Seller in writing of objections to specific matters identified therein. If Purchaser fails to timely notify Seller of such objections, the condition of title shall be deemed accepted and Purchaser shall be deemed to have elected to proceed with this transaction. If Purchaser timely notifies Seller of such objections, Seller shall have five (5) business days after receipt of Purchaser's notification to respond to Purchaser that Seller shall cause such objections to title to be removed, corrected or remedied, or insured over by procuring appropriate endorsements to the Title Policy (as defined below) on or before the Closing Date, and the Closing Date may be adjourned, at Seller's option, by up to thirty (30) days so that Seller may attempt to remove, correct or remedy such title objections; provided, however, that Seller shall have no obligation to cure, correct or remedy any title objections other than title objections resulting from consensual agreements entered into by Seller encumbering the Assets. If Seller does not respond to Purchaser within said five (5) business day period, Seller shall be deemed to have elected not to remove, correct or remedy or provide endorsement to Purchaser. If Seller does not elect to remove, correct or remedy or provide endorsement covering all of Buyer's objections to title, Purchaser shall have two (2) business days ("Election Period") to elect either of the following as its sole remedy: (1) Proceed with the Closing to purchase and acquire the Property subject to the exceptions to which Purchaser objected and which Seller did not elect to remove, correct or remedy or provide endorsement ("Uncured Exceptions"), without reduction in the Purchase Price; or (2) Cancel this Agreement by written notice to Seller, in which case the Earnest Money shall be returned to Purchaser, subject to the terms and conditions of this Agreement, and the survival of those terms that survive termination of this Agreement.

The Deed shall contain the legal description contained in the instrument by which title was conveyed to Seller. In the event that the legal description of the Real Property as set forth in the Title Commitment differs from the legal description of the Real Property as set forth in the instrument by which title was conveyed to Seller, Seller shall execute a quitclaim deed containing the legal description set forth in the Title Commitment. Seller's interest in the Personal Property, if any, shall be conveyed to Purchaser at Closing by Seller's duly executed quitclaim bill of sale in the form set forth on Exhibit F (the "Quitclaim Bill of Sale"). Seller's interest in the Leases, if any, shall be conveyed to Purchaser at Closing by Seller's duly executed assignment of leases substantially in the form attached hereto as Exhibit G (the "Assignment of Leases").

Seller and Purchaser agree that such documents as may be legally necessary to carry out the terms of this Agreement shall be executed and delivered by such parties at or before the time the sale is consummated. Purchaser agrees Purchaser will, at Purchaser's sole expense, comply with all applicable municipal codes or requirements necessary to consummate the sale, including, without limitation, municipal requirements regarding certificates of occupancy, inspections and repairs to the Property. Purchaser acknowledges Purchaser's compliance with such municipal requirements may require Purchaser to certify in writing, on a form provided by the applicable municipal agency, that Purchaser is purchasing the Property As-Is and with all faults and that Purchaser will need to complete repairs at Purchaser's expense. Further, if this Property is located in Cicero, Illinois, Purchaser hereby represents Purchaser (a) has complied with the Town of Cicero's inspection requirements, (b) has received an estimate from a contractor for repairs to the Property if any repairs have been mandated by the Town of Cicero, and (c) will deposit any required funds for such repairs to be held in escrow by the Town of Cicero.

Seller states that when the sale is consummated the improvements on the Property will be in the same condition as on the date hereof, normal wear and tear excepted. However, should the Real Property be destroyed or substantially damaged before the Agreement is consummated, then both Purchaser and Seller retain the right to cancel or negotiate the Agreement. Unless specifically represented on Exhibit B, no warranties, treatments, nor repairs are to be made by the Seller.

Real estate taxes and assessments on the Real Property shall be prorated as of the date of Closing. Such proration at Closing shall be final and Purchaser hereby releases Seller for any liability related to and assumes all liability for general, special, supplemental real estate and/or personal property taxes and assessments, owners' associations charges, penalties and fees, and all water and sewer charges and assessments relating to the period prior to Closing. All additional general, special and supplemental taxes, and assessments by any taxing authority for the year 2015 and subsequent years, and subsequent taxes and assessments by any taxing authority for prior years and the current year due to change in land usage, ownership or valuation, or because of improvements not assessed or

under assessed for a previous or the current tax year, past, current and future years shall be the liability and sole responsibility of the Purchaser.

Subsequent to close of escrow, should any city, county or state level taxing authority issue or remit to Purchaser any refunds, repayments of taxes, or corrected tax billings that reduce the tax obligation for any periods of time that the Property was under the ownership and control of Seller, and for which Seller has paid or been charged for the taxes, Purchaser shall remit or refund those monies back to Seller for its pro-rated period of ownership. Purchaser shall cooperate with Seller through provision of documentation or evidence of such tax reductions as contained in its records and reasonably requested by Seller. Purchaser acknowledges that Seller may be appealing the valuation of the Property and agrees that Seller shall be entitled, at Seller's cost and expense, to pursue such appeal to completion and to receive (i) any tax refunds or reductions attributable to the years prior to the year of the Closing, and (ii) any tax refund or reduction attributable to the year of the Closing, shall be prorated between Seller and Purchaser after deducting (or crediting Seller, as applicable) any expenses, (including tax consulting and/or attorney's fees) relating to the appeal, and Purchaser shall remit such amounts to Seller within ten (10) days written request therefore by Seller.

Sale shall be closed at the offices of Stewart Title Company, 1220 Washington, Suite 102, Kansas City, MO 64105, Attn: Brad Farris, Phone: (816) 988-9258 (the "Title Company"). Seller shall pay auctioneer commission, deed preparation, transfer tax and reasonable title corrective expenses. Purchaser shall pay all other closing costs including designated attorney closing fees, recording fees, all of Purchaser's attorney fees (should Purchaser choose representation), and a closing and escrow fee of \$1,500, which Purchaser will pay to the Title Company. Unless specified otherwise in Exhibit B, sale shall be closed on or before 30 days from date hereof, or on or before 10 days following Seller's satisfaction of valid title objections (*supra*), if applicable, whichever shall last occur (the "Closing"). Auctioneer is acting as agent for the Seller, not as Purchaser's agent. Time is of the essence.

Should Seller fail to perform or otherwise be in default hereunder for any reason other than a title defect or objection, Purchaser's sole and exclusive right and remedy shall be to terminate this Agreement, whereupon the Earnest Money shall be returned to Purchaser, and there shall be no further loss, damage, right or remedy in favor of either party against the other except for liabilities, rights and remedies which survive Closing or termination as provided in this Agreement. Should Purchaser fail to perform or otherwise be in default hereunder, the Earnest Money shall be retained by Seller and Auctioneer as full liquidated damages. Possession of the premises shall be granted by Seller to Purchaser no later than date of Closing, subject to any leases and Permitted Encumbrances.

Purchaser shall have a one-time right to assign its rights under this Agreement to a wholly owned affiliate of Purchaser without the consent of Seller so long as Purchaser delivers to Seller a fully executed and effective assignment and assumption agreement conveying to such assignee all of Purchaser's right, title and interest in, to and under this Agreement prior to the day of Closing in the form of Exhibit D.

Purchaser acknowledges that Purchaser has read and understands the provisions set forth in Exhibit B (the "Additional Provisions") and that the Additional Provisions are a material part of this Agreement.

The individual executing this Agreement on behalf of Purchaser has full and complete authorization and power to execute this Agreement in the capacity herein stated on behalf of Purchaser. This Agreement is a valid, binding and enforceable obligation of the Purchaser and does not violate any law, rule, regulation, contract or agreement otherwise enforceable by or against Purchaser.

This Agreement constitutes the sole and entire agreement between the parties hereto and no modification of this Agreement shall be binding unless attached hereto and signed by all parties to this agreement. No representation, promise, or inducement not included in this Agreement shall be binding upon any party hereto. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision set forth herein.

(Signature Page Follows)

Purchaser **Date**

BY

ITS

Signature

Address

Address

Phone (daytime) **(evening)**

Email

Seller **Date**

BY

ITS

Signature

Cooperating Broker

BY

Cooperating Broker is working as agent of (check one)
(_____) Purchaser (_____) Seller
Cooperating Broker agrees to be bound by the terms of the Auction
as set forth in the Auction announcements and the Auction Brochure
dated May 19th-29th, 2015.

EXHIBIT A

Legal Description

EXHIBIT B

Additional Provisions

1. NO REPRESENTATIONS. SELLER MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED OR ARISING BY OPERATION OF LAW WITH RESPECT TO ANY MATTER CONCERNING THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE FOLLOWING: (i) TITLE (OTHER THAN A SPECIAL WARRANTY OF TITLE CONTAINED IN THE DEED), (ii) HABITABILITY, MERCHANTABILITY OR SUITABILITY OR FITNESS OF THE PROPERTY FOR A PARTICULAR PURPOSE OR USE, (iii) THE NATURE AND CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, WATER, DRAINAGE AND GRADING, SOIL AND GEOLOGY, ZONING, LOCATION OF CEMETERIES, UTILITY AVAILABILITY OR HOOK-UP, EASEMENT RIGHTS, FLOOD PLAINS (OR PORTIONS OF THE PROPERTY IN A FLOOD PLAIN) AND THE COSTS AND REQUIREMENTS OF SAME, ACCESS TO STREETS, COSTS OF UTILITIES, LOCATION OF CURB CUTS AND MEDIAN BREAKS IN STREETS, SEWAGE FACILITIES (INCLUDING, WITHOUT LIMITATION, AVAILABILITY OR NONAVAILABILITY OF APPROPRIATE WATER AND SEWER CAPACITY) OR OTHER GOVERNMENTAL RIGHTS OR OBLIGATIONS, (iv) COMPLETENESS, ACCURACY OR APPROVAL OF PERMITS, SURVEYS, PLATS, PRELIMINARY PLATS, POLLUTION ABATEMENT PLANS, SUBDIVISION PLANS OR REPORTS CONCERNING THE PROPERTY, (v) TAX CONSEQUENCES, (vi) COMPLIANCE OF ALL OR ANY PART OF THE PROPERTY WITH APPLICABLE ENVIRONMENTAL LAWS, RULES OR REGULATIONS WITH RESPECT TO HEALTH, THE ENVIRONMENT, ENDANGERED SPECIES AND WETLANDS (COLLECTIVELY, "ENVIRONMENTAL LAWS") INCLUDING, WITHOUT LIMITATION, THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT OF 1980, AS AMENDED, THE RESOURCE CONSERVATION AND RECOVERY ACT OF 1976, AS AMENDED, THE ENDANGERED SPECIES ACT (16 U.S.C. §1531, ET SEQ.), AS AMENDED, ANY STATE WATER, NATURAL RESOURCE OR SOLID WASTE DISPOSAL CODE OR ACT, AS AMENDED, (vii) THE EXISTENCE OF ASBESTOS, OIL, ARSENIC, PETROLEUM OR CHEMICAL LIQUIDS OR SOLIDS, LIQUID OR GASEOUS PRODUCTS OR HAZARDOUS SUBSTANCES AS THOSE TERMS AND SIMILAR TERMS ARE DEFINED OR USED IN APPLICABLE ENVIRONMENTAL LAWS, (viii) NATURE AND EXTENT OF ACCESS TO RIGHTS-OF-WAY OR UTILITIES, AVAILABILITY OF PERMITS TO ACCESS RIGHTS-OF-WAY OR UTILITIES ON THE PREMISES, OR LAND OWNED BY THIRD PARTIES; RIGHTS-OF-WAY, LEASES, ENCUMBRANCES, LICENSES, RESERVATIONS, CONDITIONS OR OTHER SIMILAR MATTERS, (ix) COMPLIANCE WITH ANY LAW, ORDINANCE OR REGULATION OF ANY GOVERNMENTAL ENTITY OR BODY, OR (x) PROPERTY OWNER CLAIMS OR CLAIMS, DEMANDS, OR OTHER MATTERS BY, AGAINST OR WITH RESPECT TO ANY PROPERTY OWNERS ASSOCIATION OR RELATING TO ANY RESTRICTIVE COVENANTS ENCUMBERING THE PROPERTY. EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT, SALE OF THE PROPERTY IS MADE ON AN "AS IS, WHERE IS" AND "WITH ALL FAULTS" BASIS, AND ANY AND ALL WARRANTIES AND COVENANTS ARISING UNDER STATE LAW DO NOT APPLY TO THIS CONVEYANCE. PURCHASER ACKNOWLEDGES THAT PURCHASER WILL HAVE THE FULL, COMPLETE AND UNFETTERED RIGHT TO INSPECT THE PROPERTY TO PURCHASER'S SATISFACTION AND THAT THE PURCHASE PRICE PAID FOR THE PROPERTY WAS IN PART BASED UPON THE FACT THAT THIS CONVEYANCE WAS MADE BY SELLER WITHOUT WARRANTY OR REPRESENTATION (EXCEPT THE SPECIAL WARRANTY OF TITLE). BY ACCEPTANCE OF THIS AGREEMENT, PURCHASER ACKNOWLEDGES THAT PURCHASER HAS RELIED ONLY UPON PURCHASER'S OWN INSPECTIONS AS TO THE CONDITION OF THE PROPERTY, OR ITS OWN DECISION NOT TO INSPECT ANY MATTER.

Purchaser's Initials: _____

2. NO RELIANCE. PURCHASER ACKNOWLEDGES THAT IT IS NOT RELYING UPON THE ACCURACY OR COMPLETENESS OF ANY REPRESENTATION, BROCHURE, RENDERING, PROMISE, STATEMENT OR OTHER ASSERTION OR INFORMATION WITH RESPECT TO THE PROPERTY MADE OR FURNISHED BY OR ON BEHALF OF, OR OTHERWISE ATTRIBUTED TO, SELLER OR ANY OF ITS AGENTS, EMPLOYEES OR REPRESENTATIVES, ANY AND ALL SUCH RELIANCE BEING HEREBY

EXPRESSLY AND UNEQUIVOCALLY DISCLAIMED, BUT IS RELYING SOLELY AND EXCLUSIVELY UPON ITS OWN EXPERIENCE AND ITS INDEPENDENT JUDGMENT, EVALUATION AND EXAMINATION OF THE PROPERTY. PURCHASER FURTHER UNEQUIVOCALLY DISCLAIMS (i) THE EXISTENCE OF ANY DUTY TO DISCLOSE ON THE PART OF SELLER OR ANY OF ITS AGENTS, EMPLOYEES OR REPRESENTATIVES (ii) ANY RELIANCE BY PURCHASER ON THE SILENCE OR ANY ALLEGED NONDISCLOSURE OF SELLER OR ANY OF ITS AGENTS, EMPLOYEES OR REPRESENTATIVES AND (iii) ANY CLAIMS AGAINST SELLER FOR NEGLIGENT MISREPRESENTATION, INTENTIONAL MISREPRESENTATION AND FRAUD FOR FAILURE TO DISCLOSE ANY INFORMATION EVEN IF KNOWN TO SELLER. PURCHASER EXPRESSLY WARRANTS AND REPRESENTS THAT NO PROMISE OR AGREEMENT WHICH IS NOT HEREIN EXPRESSED HAS BEEN MADE TO IT AND HEREBY DISCLAIMS ANY RELIANCE UPON ANY SUCH ALLEGED PROMISE OR AGREEMENT. THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. THIS PROVISION WAS FREELY NEGOTIATED AND PLAYED AN IMPORTANT PART IN THE BARGAINING PROCESS FOR THIS AGREEMENT. PURCHASER HAS AGREED TO DISCLAIM RELIANCE ON SELLER AND TO ACCEPT THE PROPERTY "AS-IS" WITH FULL AWARENESS THAT THE PROPERTY'S PRIOR USES OR OTHER MATTERS COULD AFFECT ITS CONDITION, VALUE, SUITABILITY OR FITNESS; AND PURCHASER CONFIRMS THAT PURCHASER IS HEREBY ASSUMING ALL RISK ASSOCIATED THEREWITH. PURCHASER UNDERSTANDS THAT THE DISCLAIMERS OF RELIANCE AND OTHER PROVISIONS CONTAINED HEREIN COULD LIMIT ANY LEGAL RECOURSE OR REMEDY PURCHASER OTHERWISE MIGHT HAVE. PURCHASER ACKNOWLEDGES THAT IT HAS SOUGHT AND HAS RELIED UPON THE ADVICE OF ITS OWN LEGAL COUNSEL CONCERNING THIS PROVISION. PROVISIONS OF THIS PARAGRAPH SHALL SURVIVE CLOSING AND SHALL NOT MERGE.

3. WAIVER AND RELEASE. EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES MADE BY SELLER IN THIS AGREEMENT, PURCHASER HEREBY WAIVES, RELEASES AND DISCHARGES ANY CLAIMS IT HAS, MIGHT HAVE HAD OR MAY HAVE AGAINST THE SELLER, ITS MEMBERS, MANAGER, SERVICER, OFFICERS AND AGENTS WITH RESPECT TO THE CONDITION OF THE PROPERTY, EITHER PATENT OR LATENT, ITS ABILITY OR INABILITY TO OBTAIN OR MAINTAIN BUILDING PERMITS, EITHER TEMPORARY OR FINAL CERTIFICATES OF OCCUPANCY OR OTHER LICENSES FOR THE USE OR OPERATION OF THE PROPERTY, THE ACTUAL OR POTENTIAL INCOME OR PROFITS TO BE DERIVED FROM THE PROPERTY, THE REAL ESTATE AND/OR PERSONAL PROPERTY TAXES OR ASSESSMENTS NOW OR HEREAFTER PAYABLE THEREON, THE COMPLIANCE WITH ANY LAND USE LAWS, RULES, REGULATIONS OR REQUIREMENTS, COMPLIANCE WITH ANY CODES OR REGULATIONS RELATED TO CONSTRUCTION OR CONDITION OF THE PROPERTY, ANY TENANT OR SECURITY DEPOSITS, TITLE TO THE PROPERTY OTHER THAN THE SPECIAL OR LIMITED WARRANTY OF TITLE CONTAINED IN THE DEED, CONSEQUENTIAL, SPECIAL AND PUNITIVE DAMAGES AND ANY OTHER STATE OF FACTS WHICH EXIST WITH RESPECT TO THE PROPERTY.

4. AS-IS CONDITION. PURCHASER HEREBY ACKNOWLEDGES, AGREES AND REPRESENTS THAT PURCHASER WILL HAVE HAD PRIOR TO CLOSING THE OPPORTUNITY TO FULLY INSPECT THE PROPERTY AND/OR HAS WAIVED THE RIGHT TO DO SO, AND THAT PURCHASER IS PURCHASING THE PROPERTY "AS IS", AND "WHERE IS", AND IN THEIR PRESENT CONDITION, SUBJECT TO ALL USE, WEAR AND TEAR BETWEEN THE EFFECTIVE DATE AND THE DATE OF CLOSING.

5. Nature of Disclosures. Unless otherwise expressly provided therein, if any information or reports are provided to the Purchaser by Seller or its agents related to the Property, such information and reports are for information purposes only and may not be relied upon as indicators of the value, condition or status of the Property. Purchaser shall not have the right to rely upon the conclusions or other data set forth in such reports and information and shall have no claim or recourse against Seller or its advisors, member, counsel, or agents, including the preparers of such reports, in the event of any errors therein or omissions there from. This paragraph shall survive any acquisition of the Property by Purchaser.

6. Not Prohibited Person. Neither Purchaser nor any of its members, partners or shareholders is a person (a “Prohibited Person”) either listed on the specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Asset Control, U.S. Department of the Treasury (the “OFAC List”) or otherwise blocked or banned under Laws, regulations or executive orders, including Executive Order No. 13224, 66 Fed. Reg. 49079 (Sept. 25, 2001) administered by the Office of Foreign Asset Control, U.S. Department of the Treasury (collectively, the “OFAC Rules”), or under or pursuant to the USA Patriot Act (Title III of Pub. L. 107-56, signed into law October 26, 2001) (the “Patriot Act”). Neither Purchaser nor any of its members, partners or shareholders (i) is controlled by a Prohibited Person, (ii) is acting hereunder nor will act hereunder for or on behalf of a Prohibited Person, nor (iii) is providing or will provide material, financial or technological support or other services to or in support of acts of terrorism of a Prohibited Person.

7. Fire or Other Casualty. Except as herein provided, damage to the Assets by fire or other casualty between the Effective Date and the date of Closing shall not impair the obligations of either party under this Agreement. In the event that the Property is damaged by fire or other casualty, the net proceeds of any insurance collected prior to Closing that have not been used by Seller to pay for repairs or securing the Assets or paid to a third party assisting Seller in regard to the casualty, will be credited to Purchaser at Closing or paid to Purchaser within fifteen (15) days of Seller’s receipt after Closing. As between Seller and Purchaser, Purchaser shall be responsible for the making of any repairs which Purchaser elects to have made. The amount of any unpaid claims will not, however, be credited on account of the Purchase Price. Notwithstanding the foregoing, in the event of a loss valued at more than fifty percent (50%) of the Purchase Price either Seller or Purchaser may within 10 days following such loss, terminate this Agreement by written notice to the other party, in which event the Earnest Money shall be returned to Purchaser subject to the provisions of this Agreement.

8. Condemnation. Seller agrees to give Purchaser written notice of any action or proceeding instituted or pending in eminent domain or for condemnation affecting any part of the Property promptly after Seller’s receipt thereof. If prior to Closing all or a substantial portion (and, for the purposes of this Agreement, a “substantial portion” shall be deemed to include any portion of the Property which materially and adversely affects the use and enjoyment of the Property) of the Property is taken by condemnation or eminent domain proceeding or other transfer in lieu thereof (or in the event any notice of any of the foregoing shall be delivered), each of Seller and Purchaser shall have the right to terminate this Agreement by written notice to the other party within ten (10) days after the receipt of notice of such proceedings, in which event the Earnest Money shall be returned to Purchaser subject to the provisions of this Agreement. In the event of a partial taking of less than a substantial portion of the Property this Agreement shall continue in full force and effect and Seller shall, at Closing, credit or assign to Purchaser all of Seller’s right, title and interest in the condemnation award and all other rights or claims arising out of or in connection with any such eminent domain or condemnation action or proceeding.

9. Brokerage. Buyer has been represented by _____ (“Buyer’s Broker”) for purposes of this transaction. If, as and when Closing takes place and the Purchase Price and all other sums due Seller under this Agreement have been paid to Seller and all requirements or conditions set forth under Seller’s contract with Auctioneer (the “Listing Agreement”) have been met, Seller shall pay a real estate commission to Auctioneer in accordance with, and subject to, the terms of the Listing Agreement. Auctioneer shall have sole responsibility to pay Buyer’s Broker. Except for Auctioneer and Buyer’s Broker and as provided in the last sentence of this section, each party hereto represents and warrants to the other that it has not employed or retained any broker or finder in connection with the transaction contemplated by this Agreement which would entitle such person to a fee or commission in connection with this transaction. Each party hereby agrees to indemnify and hold the other harmless from and against any loss, cost, claim, demand or expense (including attorneys’ fees) which may be incurred or sustained by such other party by virtue of any claim for fee or commission made against it by any broker or other person claiming through the other party to this Agreement, which indemnification and hold harmless agreement shall survive Closing or any termination of this Agreement. Notwithstanding the foregoing, after the Closing, Buyer hereby assumes and agrees to pay any leasing fee, commission or other compensation owed to or payable to a broker, property manager or other third party related to revenues collected after the Closing and/or the renewal, expansion or extension of any lease of the Property existing as of the Closing.

EXHIBIT C

Permitted Encumbrances

- (i) Real estate taxes and assessments and sewer and water charges not yet due and payable (subject to proration as provided for in this Agreement).
- (ii) Standby fees, taxes and assessments by any taxing authority for the year of Closing, and subsequent years; subsequent taxes and assessments by any taxing authority for the period prior to Closing due to change in land usage, ownership or valuation, or because of improvements not assessed or under assessed for the period prior to Closing and taxes for the period prior to Closing not paid at Closing (proration final as provided in this Agreement).
- (iii) Facts that could be disclosed by an accurate survey and/or inspection of the Real Property, whether or not a survey and/or inspection are obtained. This Permitted Encumbrance does not obligate Seller to provide a survey or inspection of the Real Property.
- (iv) Rights, public and private, in and to roads or alleyways abutting or adjoining the Real Property.
- (v) Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or overlapping of improvements.
- (vi) The standard printed exceptions in any title commitment or policy to be provided regarding the Real Property.
- (vii) Rights of parties in possession.
- (viii) Existing building and zoning ordinances, laws, regulations and ordinances of municipal and other governmental authorities.
- (ix) Restrictive covenants, conditions, declarations, easements, rights of way, mineral reservations and interests, plats, and other encumbrances of record.
- (x) Any Uncured Exceptions.

EXHIBIT D

**ASSIGNMENT AND ASSUMPTION
OF REAL ESTATE PURCHASE AGREEMENT**

This ASSIGNMENT AND ASSUMPTION OF REAL ESTATE PURCHASE AGREEMENT (this “Assignment”) is made as of _____, 2015, by _____, a _____ (“Assignor”), in favor of _____, a _____ (“Assignee”).

1. FOR VALUE RECEIVED, Assignor hereby endorses, negotiates, sells, assigns, conveys, and transfers to Assignee all of Assignor’s right, title, interest, obligations and liabilities in and to and arising under an Auction Real Sales Agreement (“Agreement”) dated _____, 2015 between _____ (“Seller”) and Assignor, as Buyer.
2. Assignee hereby agrees to and accepts the assignment described in Paragraph 1 above. In addition, Assignee hereby expressly assumes and agrees to keep, perform, and fulfill and shall be subject to and bound by as if made by Assignee, all of the terms, covenants, disclaimers, obligations, releases and conditions required to be kept, performed, fulfilled or made by Assignor under, and/or with respect to, the Agreement and/or contained in the Agreement.
3. Assignor agrees that it is not being released of any of its obligations and liabilities to Seller under the Agreement due to this Assignment. Assignor and Assignee hereby indemnify Seller against, and shall defend and hold Seller harmless from (using counsel reasonably satisfactory to Seller), any and all damages, liabilities, costs, expenses, and losses (including, without limitation, attorneys’ fees and costs) that Seller may sustain or incur directly or indirectly arising out of or related to any breach or default in Assignor’s and Assignee’s obligations under the Agreement.
4. Assignor represents to Seller that it has fully disclosed all information in its possession concerning the Assets (defined in the Agreement) to Assignee. **ASSIGNEE HEREBY ACKNOWLEDGES, AGREES AND REPRESENTS THAT ASSIGNEE HAS HAD THE OPPORTUNITY TO FULLY INSPECT THE ASSETS AND/OR HAS WAIVED THE RIGHT TO DO SO, AND THAT ASSIGNEE IS PURCHASING THE ASSETS “AS IS”, AND “WHERE IS”, AND IN THEIR PRESENT CONDITION AND SUBJECT TO ALL CHANGES OCCURRING BETWEEN THE DATE HEREOF AND THE DATE OF CLOSING.**
5. Assignee specifically acknowledges and agrees that it hereby waives, releases and discharges any claims it has, might have had or may have against the Seller with respect to the condition of the Assets, either patent or latent, its ability or inability to obtain or maintain building permits, either temporary or final certificates of occupancy or other licenses for the use or operation of the Assets and/or certificates of compliance for the Assets, the actual or potential income or profits to be derived from the Assets, the real estate and/or personal property taxes or assessments now or hereafter payable thereon, the compliance with any land use laws, rules, regulations or requirements, consequential, special and punitive damages and any other state of facts which exist with respect to the Assets.
6. Assignee represents and warrants to Seller that the owners of Assignee are: _____ and that Assignee is an affiliate of Assignor.
7. The provisions of this Assignment shall be binding upon and shall inure to the benefit of Assignor and Assignee and their respective heirs, executors, administrators, successors and assigns.
8. Any undefined capitalized terms used in this Assignment shall have the meaning provided for such capitalized term in the Agreement.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment and Real Estate Purchase Agreement as of the date first set forth above.

ASSIGNOR:

By

Name

Title

ASSIGNEE:

By

Name

Title

SELLER:

By

Name

Title

EXHIBIT "E"

Record in _____ County, _____

WILL BE REVISED AS REQUIRED BY STATE LAW WHERE REAL PROPERTY IS LOCATED

SPECIAL WARRANTY DEED

Date: _____, 2015

Grantor:

Grantor's Mailing Address: P. O. Box 8216
Waco, McLennan County, Texas 76714-8216

Grantee:

Grantee's Mailing Address (including county):

Consideration: TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration.

Property (including any improvements):

_____ (the "Property").

Reservations from and Exceptions to Conveyance and Warranty:

1. This conveyance is made and accepted subject to: All of those matters set forth on Exhibit A attached hereto and made a part hereof for all purposes. [Permitted Encumbrances to be completed]

2. Ad valorem taxes on the above-described Property are assumed by Grantee and Grantee covenants and promises to pay the same.

3. GRANTOR MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED OR ARISING BY OPERATION OF LAW WITH RESPECT TO ANY MATTER CONCERNING THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE FOLLOWING: (i) TITLE (OTHER THAN THE SPECIAL WARRANTY OF TITLE OF THIS DEED), (ii) HABITABILITY, MERCHANTABILITY OR SUITABILITY OR FITNESS OF THE PROPERTY FOR A PARTICULAR PURPOSE OR USE, (iii) THE NATURE AND CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, WATER, DRAINAGE AND GRADING, SOIL AND GEOLOGY, ZONING, LOCATION OF CEMETERIES, UTILITY AVAILABILITY OR HOOK-UP, EASEMENT RIGHTS, FLOOD PLAINS (OR PORTIONS OF THE PROPERTY IN A FLOOD PLAIN) AND THE COSTS AND REQUIREMENTS OF SAME, ACCESS TO STREETS, COSTS OF UTILITIES, LOCATION OF CURB CUTS AND MEDIAN BREAKS IN STREETS, SEWAGE FACILITIES (INCLUDING, WITHOUT LIMITATION, AVAILABILITY OR NONAVAILABILITY OF APPROPRIATE WATER AND SEWER CAPACITY) OR OTHER GOVERNMENTAL RIGHTS OR OBLIGATIONS, (iv) COMPLETENESS, ACCURACY OR APPROVAL OF PERMITS, SURVEYS, PLATS, PRELIMINARY PLATS, POLLUTION ABATEMENT PLANS, SUBDIVISION PLANS OR REPORTS CONCERNING THE PROPERTY, (v) TAX CONSEQUENCES, (vi) COMPLIANCE OF ALL OR ANY PART OF THE PROPERTY WITH APPLICABLE ENVIRONMENTAL LAWS, RULES OR REGULATIONS WITH RESPECT TO HEALTH, THE ENVIRONMENT, ENDANGERED SPECIES AND WETLANDS (COLLECTIVELY, "ENVIRONMENTAL LAWS") INCLUDING, WITHOUT LIMITATION, THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT OF 1980, AS AMENDED, THE RESOURCE CONSERVATION AND RECOVERY ACT OF 1976, AS AMENDED, THE ENDANGERED SPECIES ACT (16 U.S.C. §1531, ET SEQ.), AS AMENDED, ANY STATE WATER, NATURAL RESOURCE OR SOLID WASTE DISPOSAL CODE OR ACT, AS AMENDED, (vii) THE EXISTENCE OF ASBESTOS, OIL, ARSENIC, PETROLEUM OR CHEMICAL LIQUIDS OR SOLIDS, LIQUID OR GASEOUS PRODUCTS OR HAZARDOUS SUBSTANCES OR MATERIALS AS THOSE TERMS AND SIMILAR TERMS ARE DEFINED OR USED IN APPLICABLE ENVIRONMENTAL LAWS, (viii) NATURE AND EXTENT OF ACCESS TO RIGHTS-OF-WAY OR UTILITIES, AVAILABILITY OF PERMITS TO ACCESS RIGHTS-OF-WAY OR UTILITIES ON THE PROPERTY, THE SELLER RETAINED PROPERTY OR LAND OWNED BY THIRD PARTIES; RIGHTS-OF-WAY, LEASES, ENCUMBRANCES, LICENSES, RESERVATIONS, CONDITIONS OR OTHER SIMILAR MATTERS, (ix) COMPLIANCE WITH ANY LAW, ORDINANCE OR REGULATION OF ANY GOVERNMENTAL ENTITY OR BODY, OR (x) PROPERTY OWNER CLAIMS OR CLAIMS, DEMANDS, OR OTHER MATTERS BY, AGAINST OR WITH RESPECT TO ANY PROPERTY OWNERS ASSOCIATION OR RELATING TO ANY RESTRICTIVE COVENANTS ENCUMBERING THE PROPERTY. SALE OF THE PROPERTY IS MADE ON AN "AS IS, WHERE IS" AND "WITH ALL FAULTS" BASIS, AND ANY AND ALL WARRANTIES AND COVENANTS ARISING UNDER STATE LAW DO NOT APPLY TO THIS CONVEYANCE. GRANTEE ACKNOWLEDGES THAT GRANTEE HAS HAD THE FULL, COMPLETE AND UNFETTERED RIGHT TO INSPECT THE PROPERTY TO GRANTEE'S SATISFACTION AND THAT THE PURCHASE PRICE PAID FOR THE PROPERTY WAS IN PART BASED UPON THE FACT THAT THIS

CONVEYANCE WAS MADE BY GRANTOR WITHOUT WARRANTY OR REPRESENTATION (EXCEPT THE SPECIAL WARRANTY OF TITLE). BY ACCEPTANCE OF THIS DEED, GRANTEE ACKNOWLEDGES THAT GRANTEE HAS RELIED ONLY UPON GRANTEE'S OWN INSPECTIONS AS TO THE CONDITION OF THE PROPERTY, OR ITS OWN DECISION NOT TO INSPECT ANY MATTER.

Grantor, for the consideration and subject to the Reservations from and Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor hereby binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, executors, administrators, successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from and Exceptions to Conveyance and Warranty, when the claim is by, through, or under Grantor but not otherwise.

When the context requires, singular nouns and pronouns include the plural.

EXECUTED this ____ day of _____, 2015.

By: _____

Name:
Title:

THE STATE OF _____ §
COUNTY OF _____ §

BEFORE ME, the undersigned, a Notary Public in and for said county and state, on this day personally appeared _____, who is a _____ for _____, a _____, known to me to be the person whose name is subscribed to the foregoing instrument, and he acknowledged to me that he executed the same for the purposes and consideration therein expressed, as the act and deed of said corporation and in the capacity therein stated.

Given under my hand and seal of office this _____ day of _____, 2015.

Notary Public, State of _____

By: _____

Name:

Title:

THE STATE OF _____ §
COUNTY OF _____ §

BEFORE ME, the undersigned, a Notary Public in and for said county and state, on this day personally appeared _____, who is a _____ for _____, a _____, known to me to be the person whose name is subscribed to the foregoing instrument, and he acknowledged to me that he executed the same for the purposes and consideration therein expressed, as the act and deed of said corporation and in the capacity therein stated.

Given under my hand and seal of office this _____ day of _____, 2015.

Notary Public, State of _____

AFTER RECORDING RETURN TO:

EXHIBIT A

To Special Warranty Deed

Permitted Encumbrances

EXHIBIT "F"

QUITCLAIM BILL OF SALE

Date: _____, 2015

Grantor:

Grantor's Mailing Address: P. O. Box 8216
Waco, McLennan County, Texas 76714-8216

Grantee:

Grantee's Mailing Address (including county):

Consideration: TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration.

Property:

All personal property (the "Personal Property") located on the real property described as follows:

[Real Property Description]

For the Consideration, Grantor quitclaims to Grantee all of Grantor's right, title, and interest, if any, in and to the Personal Property, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Neither Grantor nor Grantor's heirs, successors, or assigns will have, claim, or demand any right or title to the Personal Property or any part of it. It is the intention of the Grantor to convey only that Personal Property to which Grantor has title; however, Grantor does not warrant title. The terms of this Quitclaim Bill of Sale shall supersede any contrary provision contained in any other document, including the Purchase Agreement, related to the transfer of the Personal Property.

This Quitclaim Bill of Sale is made and accepted subject to taxes for the prior, current and subsequent years and subsequent assessments for prior years and the current year. All taxes, transfer, property and/or sales, on the Personal Property or related to this transfer are assumed by Grantee and Grantee covenants and promises to pay the same.

GRANTOR MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED OR ARISING BY OPERATION OF LAW WITH RESPECT TO ANY MATTER CONCERNING THE PERSONAL PROPERTY, INCLUDING, WITHOUT LIMITATION, THE FOLLOWING: (i) TITLE, (ii) HABITABILITY, MERCHANTABILITY OR SUITABILITY OR FITNESS OF THE PERSONAL PROPERTY FOR A PARTICULAR

PURPOSE OR USE, (iii) THE NATURE AND CONDITION OF THE PERSONAL PROPERTY, OR (iv) COMPLIANCE WITH ANY LAW, ORDINANCE OR REGULATION OF ANY GOVERNMENTAL ENTITY OR BODY. SALE OF THE PERSONAL PROPERTY IS MADE ON AN "AS IS, WHERE IS" AND "WITH ALL FAULTS" BASIS, AND ANY AND ALL WARRANTIES AND COVENANTS ARISING UNDER STATE LAW DO NOT APPLY TO THIS CONVEYANCE. GRANTEE ACKNOWLEDGES THAT GRANTEE HAS HAD THE FULL, COMPLETE AND UNFETTERED RIGHT TO INSPECT THE PERSONAL PROPERTY TO GRANTEE'S SATISFACTION AND THAT THE PURCHASE PRICE PAID FOR THE PERSONAL PROPERTY WAS IN PART BASED UPON THE FACT THAT THIS CONVEYANCE WAS MADE BY GRANTOR WITHOUT WARRANTY OR REPRESENTATION. BY ACCEPTANCE OF THIS QUITCLAIM BILL OF SALE, GRANTEE ACKNOWLEDGES THAT GRANTEE HAS RELIED ONLY UPON GRANTEE'S OWN INSPECTIONS AS TO THE CONDITION OF THE PERSONAL PROPERTY, OR ITS OWN DECISION NOT TO INSPECT ANY MATTER.

When the context requires, singular nouns and pronouns include the plural.

GRANTOR:

By: _____
Name:
Title:

THE STATE OF TEXAS §
COUNTY OF McLENNAN §

BEFORE ME, the undersigned, a Notary Public in and for said county and state, on this day personally appeared _____, who is a _____ for _____, a _____, known to me to be the person whose name is subscribed to the foregoing instrument, and he acknowledged to me that he executed the same for the purposes and consideration therein expressed, as the act and deed of said company and in the capacity therein stated.

Given under my hand and seal of office this _____ day of _____, 2015.

Notary Public, State of Texas

GRANTEE:

By: _____
Name:
Title:

THE STATE OF _____ §
COUNTY OF _____ §

BEFORE ME, the undersigned, a Notary Public in and for said county and state, on this day personally appeared _____, who is a _____ for _____, a _____, known to me to be the person whose name is subscribed to the foregoing instrument, and he acknowledged to me that he executed the same for the purposes and consideration therein expressed, as the act and deed of said corporation and in the capacity therein stated.

Given under my hand and seal of office this _____ day of _____, 2015.

Notary Public, State of _____

EXHIBIT "G"
FORM OF ASSIGNMENT OF LEASES

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

Space Above Line For Recorder's Use Only

ABSOLUTE ASSIGNMENT AND ASSUMPTION OF LEASES

This ABSOLUTE ASSIGNMENT AND ASSUMPTION OF LEASES (this "Assignment") is made as of _____, 2015, by _____, a _____ limited liability company ("Assignor"), in favor of _____ ("Assignee") and is executed in connection with one certain Real Estate Purchase Agreement dated _____, 2015 ("Agreement") entered into between Assignor and Assignee.

1. FOR VALUE RECEIVED, subject to the terms of the Agreement, Assignor hereby absolutely and irrevocably assigns, conveys, and transfers to Assignee all of Assignor's right, title, and interest, if any, in and to any and all Leases (as defined in the Agreement) including but not limited to those Leases described on Exhibit "A" attached hereto.

2. THIS ASSIGNMENT IS WITHOUT RECOURSE, REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, EXCEPT AS EXPRESSLY PROVIDED IN THAT CERTAIN REAL ESTATE PURCHASE AGREEMENT, DATED AS OF _____, 2015, BETWEEN ASSIGNOR AND ASSIGNEE (the "Real Estate Purchase Agreement").

3. Assignee hereby agrees to and accepts the assignment described in Section 1 above. In addition, Assignee hereby expressly assumes and agrees to keep, perform, and fulfill all of the terms, covenants, obligations, and conditions required to be kept, performed, and fulfilled by Assignor under, and/or with respect to, the Leases from and after the date of this Assignment. Assignor hereby agrees to deliver to each person or entity currently obligated to pay and perform the obligations of the tenant under the Leases (the "Tenant") any notice required by law to inform Tenant that Assignor has transferred its interest in the Leases to Assignee as of the date hereof. Assignee hereby indemnifies Assignor against, and shall defend and hold Assignor harmless from (using counsel reasonably satisfactory to Assignor), any and all damages, liabilities, costs, expenses, and losses (including, without limitation, attorneys' fees and costs) that Assignor may sustain or incur directly or indirectly arising out of or related to any breach or

default in Assignee's or the landlord's obligations under the Leases or in Assignee's obligations hereunder, from and after the Closing Date (as defined in the Real Estate Purchase Agreement).

4. The provisions of this Assignment shall be binding upon and shall inure to the benefit of Assignor and Assignee and their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Absolute Assignment and Assumption of Leases as of the date first set forth above.

ASSIGNOR:

By: _____

Name: _____

Title: _____

THE STATE OF _____ §
COUNTY OF _____ §

BEFORE ME, the undersigned, a Notary Public in and for said county and state, on this day personally appeared _____, who is the _____ for _____, a _____ limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument, and he acknowledged to me that he executed the same for the purposes and consideration therein expressed, as the act and deed of said corporation and partnership and in the capacity therein stated.

Given under my hand and seal of office this _____ day of _____ 2015.

Notary Public, State of _____

ASSIGNEE:

By: _____

Name: _____

Title: _____

THE STATE OF _____ §
COUNTY OF _____ §

BEFORE ME, the undersigned, a Notary Public in and for said county and state, on this day personally appeared _____, who is the _____ for _____, known to me to be the person whose name is subscribed to the foregoing instrument, and he acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____, 2015.

Notary Public
My commission expires:_____