

TERMS OF SALE

This auction is being conducted subject to the Terms of Sale and the Purchase and Sale Contract.

BIDDER'S INFORMATION PACKET:

Detailed Bidder's Information Packets (Packet) containing the Purchase and Sale Contract (Contract), survey, environmental report, water well status, title report including recorded documents, detailed information related to the property and the auction are available for each property and may be purchased at all on-site inspections, or from our office via email or mail order. The cost of each Packet is \$50.00. The purchase of a Packet is required to participate in the auction. Please Note: The Packet is delivered in PDF electronic format as a downloadable file.

ATTORNEY REVIEW:

We recommend all bidders have the Purchase and Sale Agreement and the Bidder's Packet reviewed by his or her attorney prior to registering to bid. The terms of this sale are governed by the terms of the Purchase and Sale Agreement that the highest bidder agrees to execute in submission of a sealed bid or upon the conclusion of bidding in a live auction. Please be advised that printed materials may be superseded by any auction day announcements made prior to bidding.

PROPERTIES OFFERED SUBJECT TO MINIMUM BIDS:

These properties are offered subject to the following published Minimum Bids:

7919 East McClain Drive, Scottsdale, AZ	\$1,000,000
7947 East McClain Drive, Scottsdale, AZ	\$1,000,000
34207 North Black Mountain Parkway, Cave Creek, AZ	\$185,000
34211 North Black Mountain Parkway, Cave Creek, AZ	\$185,000
2675 Thurman Avenue, Portland, OR	\$750,000
Tamarack Drive, Orono, MN	\$700,000
Business Park Drive, Rhonert Park, CA	\$375,000

In the event one or more of the bids is placed in accordance with the terms of the Contract and is equal to or greater than the stated Minimum Bid, a bid will be accepted either at the time of the auction or during the bid consideration period described below.

WIRE TRANSFERRED FUNDS ARE REQUIRED:

The submission of the bid must include the deposit in the amount stated in the brochure, Contract and other marketing materials as initial earnest money. The funds must be sent via wire transfer and received by the Escrow Agent as defined in the Purchase & Sale Contract prior to the time and date of the bidding deadline as stated herein.

The initial earnest money shall be held by the Escrow Agent during the consideration period and then, either be deposited in accordance with the terms of the contract or

returned to the unsuccessful bidder. The initial earnest money must be increased to ten percent (10%) of the Total Purchase Price within three business days following the Seller's acceptance of the bid.

CLOSING DATE:

The Standard Closing Date shall be on or before the closing date defined in the Contract.

BUYER'S PREMIUM:

A seven percent (7%) buyer's fee (buyer's premium) will be added to the bid price to determine the Total Purchase Price.

INSPECTION:

The property is being offered for sale in its existing condition subject to the terms of the Contract and leases, if any. The Purchaser may not rely upon disclosures, representations or warranties other than those provided in the Contract. We recommend you thoroughly inspect the property prior to the auction. Those inspecting the property assume all risk associated with any inspection.

SELLER'S AGENT:

Fine and Company, LLC ("FAC"), a real estate broker licensed by the state of Illinois, pertaining to the properties located in the State of Arizona - John A. Weaver ("Weaver"), a licensed Arizona Real Estate Broker, Robert G. Daniel a real estate broker licensed by the state of California Lic # - REB-01236092 ("Daniel"), Steffes Group Inc. License: 146031 ("Steffes"), a licensed real estate broker and auctioneer in the state of Minnesota, Bill Reif ("Reif"), a real estate broker licensed by the state of Oregon, as its collective "Broker" and/or "Auctioneer" and all licensees employed by or associated with FAC who are involved with this auction, represent the Seller in this real estate transaction.

LIVE AND WEBCAST AUCTIONS:

At the conclusion of bidding, the highest bidder will then sign the bid card acknowledging the bid and provide the auctioneer's assistant with the required cashier's check to be deposited as the initial down payment. The bidder will be escorted to the contract signing area and, without further review, sign the Purchase and Sale Agreement which has been included in the Packet. The escrow agent will deposit the cashier's check as the initial down payment. The buyer is further required to increase the initial down payment to a total of 10% of the purchase price, either by personal check at the auction or by cashier's check no later than three business days following the auction. If the High bid on the property is below the Minimum Bid then it will be considered an offer with reserve and the bidder agrees that the bidder will not revoke the bid for five business days following the auction.

SEALED BID AUCTIONS:

To participate and bid in a sealed bid auction, the fully executed Contract (contained in the Bidder's Information Packet) must be delivered to Fine & Company, LLC and received by 2:00 p.m. Central Daylight Time, on or before the actual auction date. Contracts may be sent by email delivery to Michael@fineandcompany.com or by overnight carrier to Michael A. Fine, CCIM, CAI, AARE, Fine & Company, LLC, 747 Lake Cook Rd., Suite 100W,

Deerfield, Illinois 60015. Bids that are received after the deadline will not be eligible for consideration and will be returned to the sender unopened.

OTHER BIDDING REQUIREMENTS:

All bids must conform to the Contract form supplied in the Bidder's Information Packet. Any bid submitted that does not conform must include proof that the bidder has the prior written consent of the Seller for the bid's non-conforming elements. Any proposed modifications shall be submitted through Fine & Company, the Seller's Broker. The deadline for a bidder's submission of proposed non-conforming modifications to the Contract shall be five business days prior to the auction bid deadline. The Seller's Broker will respond with the Seller's acceptance or rejection of the proposed modification no later than three business days prior to the auction bid deadline.

BID CONSIDERATION:

Bids will be given priority by Seller based on the sole discretion of the Seller based on the following criteria:

1. Bids that are conforming to the terms and conditions of the Contract.
2. Seller has a preference for a non-contingent offer.
3. Highest purchase price.
4. Bids which have verifiable financial information reflecting the ability to Close.

Seller agrees that no negotiations shall take place with parties other than the participants of the sealed bid program during the bid consideration period. Seller reserves the right to reject a bid, notwithstanding that a particular bid is for the highest purchase price among the bids received for the property and meets the terms and conditions of the bid package. Seller reserves the right, in their sole and absolute discretion, to reject any non-conforming bids, bids placed below the published Minimum Bid, counter or request best and final bids on all bids submitted, but only during the consideration period.

BID AWARD:

All bids are subject to Seller acceptance on or before conclusion of the bid consideration period as defined in the Contract. Bids must remain irrevocable by the bidder during this time. All bidders will be notified of the Seller's decision in writing, with notice delivered by email, facsimile, overnight carrier, or personal delivery. Failure to notify the bidder does not constitute acceptance by the Seller.

BUYER'S AGENT COMPENSATION:

The Seller will pay an approved buyer's broker, upon closing, a fee equal to 2% (two percent) of the high bid price, paid by his or her client. In order to be eligible for compensation, the buyer's agent must: (a) be a license real estate broker in the state in which the property is located and will abide by the National Association of Realtors® Code of Ethics; (b) register the client by letter sent via email to info@fineandcompany.com or overnight carrier to Fine and Company, 747 N. Lake Cook Rd., Suite 100W, Deerfield, Illinois 60015, **Attention: ACOM Auction**, or hand delivered to a Fine & Company representative during an on-site property inspection. The letter must contain a signed acknowledgement by the client of the Buyer's Agency relationship. This registration letter must be received before any inspection of the property by the client and no later than four

(4) business days prior to the Auction; (c) register in person with the client during one of the viewing/inspection dates. The receipt of the letter by Fine and Company will be acknowledged in writing.

No oral registrations will be accepted. No agency relationship will be recognized for a client who has previously contacted or been contacted by the Seller, or agents. No referral fees will be paid if the broker, the broker's agents or members of the broker's immediate family is participating in the purchase of the property or is an employee of the Client. An affidavit will be required certifying that the agent is serving only as a broker and not as a principal. Referral fees are based on the High Bid Price at Closing. The Seller has provided a dual commission arrangement for the sale of this property in this offering. If an Agent has not met all of these requirements, no compensation will be paid, even if the Agent's client purchases the property.

For additional Terms of Sale: See Purchase and Sale Contract available at all inspections.

The Seller and Auctioneer and their agents assume no liability for inaccuracies, errors or omissions in the auction marketing materials, including the Bidder's Information Packet. ALL ACREAGE, SQUARE FOOTAGE, DIMENSIONS, AND TAXES IN THIS AND OTHER MARKETING MATERIALS ARE APPROXIMATE. This offering may be withdrawn, modified or canceled without notice at any time. This is not a solicitation or offering to residents of any state where this offering is prohibited by law.



**Fine and Company, LLC Phone (312) 278-0600
Bidder's Information Packet Order Form**

The purchase of a Bidder's Information Packet is required in order to register to bid at the auction. Please fill out this form and execute the Confidentiality Agreement below. Email the form to info@fineandcompany.com or fax it to LLC. (312) 268-1110

Property Name	Cost
SCOTTSDALE AIRPARK – DEVELOPMENT SITES	\$50.00
Cave Creek, AZ – Development Sites	\$50,00
Rhonert Park, CA – Development Site	\$50,00
Portland, OR - Office Building	\$50,00
Orono, MN – Residential Development Site	\$50,00
TOTAL	

Name _____ **Company** _____

Address _____ **City** _____

State _____ **Zip Code** _____

Telephone _____ **Email** _____

CREDIT CARD TYPE _____ **NUMBER** _____

CREDIT CARD EXPIRATION _____ **CVS CODE** _____ **BILLING ZIPCODE** _____

If payment is by check, please make checks payable to: Fine & Company, LLC.

CONFIDENTIALITY AGREEMENT

The undersigned agrees to the following:

The undersigned states that they are requesting this information only for the purpose of evaluating the property for possible purchase and further states that he/she will not disclose the information in the Bidder's Information Packet to anyone other than legal or financial advisors of the undersigned without the written consent of Seller, nor will the undersigned use this information in the solicitation of any of the tenants.

Signature: _____ **Date:** _____