Contract For Sale of Commercial Real Estate at Auction

Date	
Property No.	
Legal Description	**SEE EXHIBIT A ATTACHED HERETO AND INCORPORATED BY REFERANCE HEREIN**
Address	
City, State, County	
Additional Disclosures	**IT IS THE INTENT OF THE PARTIES THAT THIS CONTRACT SHALL BE GOVERNED BY AND CONSTRUED SO AS TO BE IN COMPLIANCE WITH STATE OR LOCAL LAW APPLICABLE TO THE SALE OF COMMERCIAL REAL ESTATE, AND NOT RESIDENTIAL REAL ESTATE.**
	ADDITIONAL DISCLOSURES INCLUDED ON THE DISCLOSURE EXHIBIT ATTACHED HERETO AND INCORPARATED BY REFERENCE HEREIN
Notice	BUYER SHALL PAY A $199 TECHNOLOGY FEE
Deed Name	
Buyer Name	
Street Address	
City, State, Zip	
Telephone	
Email Address	
Purchase Price	
Down Payment ($2,500 min.)	
Buyer's Premium 5%	
Total Purchase Price	
Broker / Auctioneer	**Williams-Williams Marketing Services, Inc., Lic. No. 18545; Philip R. Heiliger, Lic. No. 24486.**
Contact	
TEL	
FAX	

Seller: **THE AMERICAN NATIONAL RED CROSS**

Accepted By: _____

Accepted By: _____

Accepted Date _____

Closing Date **THIRTY (30) DAYS FROM DATE OF SELLER ACCEPTANCE**

By signing below, Buyer acknowledges reading, understanding, and agreeing to be bound by this Contract and its Addenda (the "Contract"). Buyer acknowledges receipt of the Contract and understands and agrees to his/her digital signature being placed in the "Buyer" blanks on the attached Contract and understands that the digital signature has full force and effect as Buyer's original signature. Buyer shall receive a fully executed version of this Contract via email address or facsimile number provided at time of registration:

_____

Buyer Signature

_____

Buyer Signature

Seller Closer Contact **SHELLEY S COTTRELL**
FIDELITY NATIONAL TITLE INSURANCE CO.

7130 GLEN FOREST DRIVE, SUITE 300
RICHMOND,VA 23226
804-267-2132
SHELLEY.COTTRELL@FNF.COM

OFFER, ACCEPTANCE AND CLOSING DATE: As the high bidder at an Auction of the Property by Seller, as recorded by the Auctioneer ("Broker"), Buyer made and hereby makes an irrevocable offer ("offer") under the terms herein to purchase the Property being offered and/or described herein. The offer shall be irrevocable by the Buyer for seven (7) business days from the date herein. Seller may accept the offer during this period or thereafter. The Buyer shall be bound by the offer unless and until Broker receives from Buyer a revocation of the offer after the seven business day timeframe and prior to notification to Buyer by Broker of Seller's acceptance of their offer. Revocation notification may be sent to Broker by Buyer via the fax, email or letter sent to the Broker. Buyer and Seller agree that notice of Seller's acceptance may be sent to Buyer by Broker on Seller's behalf, via the fax, phone, email or street address provided by Buyer herein or at Registration and incorporated herein. Buyer and Seller agree that Closing shall occur at a time and place to be set by the Closer, on or before the Closing Date indicated above.

Buyer, Seller and Broker (the "Parties") acknowledge and agree: they have been encouraged to seek the advice of legal counsel and that no one on behalf of Broker or Closer has or will offer legal advice to Buyer or Seller; that the Parties negotiated this Contract and it is their intent that any rule of construction that would require this Contract be construed against the drafting party shall not apply; that they have not acted under any duress or compulsions, whether legal, economic, or otherwise; that the provisions of this Contract have been expressly agreed to and were taken into consideration in determining the price offered and accepted; that other provisions notwithstanding, "time-is-of-the-essence" for completion of this Contract; that upon approval by Seller as herein provided, a valid and binding contract of sale shall exist, the terms and conditions of which are as follows:

1. BUYER'S INSPECTION, DISCLOSURES, REPRESENTATIONS AND WARRANTIES: Buyer agrees, acknowledges and warrants without limitation to Seller and Broker, and their agents, affiliates, officers, employees and representatives: that it was Buyer's sole responsibility to inspect the Property prior to bidding to determine the location of structures, easements, improvements, inhabitability, use and encroachments or to determine any other matters relevant to Buyer's decision to Purchase; that the Property is being sold in gross and that any estimates of size or acreage were and are approximations only; that Buyer has had more than ten (10) days before signing this Contract to make any and all independent inspections of the Property to Buyer's complete and total satisfaction; during this period Buyer was specifically advised by Seller and Broker to seek from independent sources of Buyer's choosing expert advice and/or inspections on all matters affecting the Property or Buyer's decision to purchase including but not limited to a Lead Based Paint Inspection or Risk Assessment, Radon Gas Test, Mold Inspection, Survey, Appraisal, Structural Report, Heat/Air Inspection, EMP Inspection, Roof Inspection, Termite Inspection, Insurance Inspection, Flood Hazard Inspection, Environmental Audit, and Legal Advice; that Buyer understands and agrees that neither Seller nor Broker are required or will make any inspections or repairs of any kind whatsoever to the Property; that Buyer's inspection of the Property (or waiver thereof) has relieved and shall relieve the foregoing of any liability to Buyer and Buyer hereby accepts all liability, as between Buyer and the foregoing, and shall indemnify and hold harmless Seller, Broker, their affiliates, agents, employees, officers, representatives and owners from and against any claims, liabilities, demands, or actions incident to, resulting from or in any way arising out of this transaction, or the possession, ownership, maintenance or use of the Property and that such indemnity shall survive Closing and not be merged therein; that BUYER'S OPPORTUNITY TO INSPECT OR THE WAIVER THEREOF WAS TAKEN FULLY INTO CONSIDERATION IN DETERMINING THE OFFER MADE HEREIN AND REPRESENTS BUYER'S EXPRESS INTENT TO ACCEPT ALL LIABLITY ATTENDANT THERETO.

BUYER ACKNOWLEDGES AND UNDERSTANDS THE FOLLOWING DISCLOSURES: 1) The mineral estate has been severed from this property (if any) and will not convey upon transfer of the surface estate, unless otherwise disclosed herein; 2) This property may be bound by the assessments and restrictions of a property owners/tenants association and Buyer agrees to be bound by same and to assume any special assessments that may become payable after the Closing date; 3) Property may be subject to code violations within the municipality/city/county and Buyer accepts property in 'As-Is' condition with all faults and shall become responsible for any such violations or remediation thereof; 4) Property may be subject to city/county requirements for transfer and Buyer agrees to ascertain such requirements with the city/county or title company and to be responsible for any fee, permit, remediation required therein, to be done after closing; 5) Neither the Seller or Broker make any assertions or guarantees for compliance standards of smoke or CO2 detectors or fire systems to this property and Buyer accepts all responsibility for same, including any required inspections or remediation; and 6) Neither the Seller or Broker make any assertions or guarantees as to the condition or inspection of any septic, sewer, holding tanks, macerators, sump pumps, location of leach lines, or potability of any well that may be located on the property herein including but not limited to obtaining any necessary permits or inspection required by the municipality or any remediation, fees, or terms required by such authority due to dye testing or inspection, to be performed after closing.

BUYER expressly acknowledges being advised by Broker in sales literature and again at or prior to auction registration: that (1) the Buyer would be bound by this Contract, including all Addendums (incorporated by reference are Seller's Addendums and Exhibits, if any; a Property Disclosure or Disclaimer Statement, if any; and leases, contracts and/or warranties and covenants attached in the Exhibits to this Contract); (2) **it is the intent of the parties that this Contract shall be governed by and construed so as to be in compliance with state or local law applicable to the sale of commercial real estate, and not residential real estate**; and (3) TO NOT BID IF BUYER HAD NOT READ AND AGREED TO BE BOUND BY THIS CONTRACT AND ITS ADDENDUMS IN THEIR ENTIRETY.

2. SALE AND DEED: Unless otherwise specified above, SELLER shall sell the Property to Buyer and BUYER shall accept same and purchase the Property in its present condition "AS IS, WHERE IS and WITH ALL FAULTS" via a "CASH SALE" NOT SUBJECT TO FINANCING, APPRAISAL, SURVEY OR INSPECTIONS OF ANY KIND. Seller shall convey insurable title by a Deed prepared by or on behalf of Seller, and of a form of Seller's choosing, including but not limited to a Quit Claim, Special Warranty, Bargain and Sale, U.S. Marshal's or Trustee's deed (Buyer shall rely only upon the warranty provided by title insurance as defined in P.4). If a modular, manufactured or mobile home or similar structure exists on the Property which may be considered separate from the real property as assessed or otherwise described, same will only be conveyed by Seller via a hold harmless agreement or quit claim Bill of Sale.

3. RECEIPT AND PURCHASE PRICE: Broker / Auctioneer acknowledges receipt of the Down Payment amount indicated above and the Parties agree: Broker shall be entitled to accept Buyer's funds or check for immediate deposit without recourse, trust or escrow as sums due Broker or Seller as of this date, and specifically agree and stipulate that the Down Payment SHALL NOT BE HELD IN TRUST OR ESCROW OR OTHERWISE TREATED AS 'FUNDS DUE OTHERS', AND INTEREST EARNED THEREON, IF ANY, SHALL BELONG TO BROKER. If the Buyer has tendered this deposit in the form of a certified check, cashiers check, or personal check, Buyer authorizes Broker to process the check itself, or to process the check electronically through ACH or other carrier. Buyer has funds available to cover this check at the time of execution and authorizes an electronic processing in the discretion of Broker. The Buyer guarantees the Down Payment funds and shall be personally liable in the event the form of Down Payment is not available in immediately available funds, including the cost of bank fees, collection fees, and processing fees. The balance of the Purchase Price, Buyer's Premium (if any), Pre-paid Service Fee (if any), plus costs due from Buyer shall be paid by cash, wire, cashiers check or certified check at Closing.

4. TITLE AND COSTS: Buyer shall receive at or before Closing an Owner's Title Insurance Policy (a.k.a. "Title Insurance Commitment" until such policy is issued), which the Parties agree shall be ordered and/or prepared through Closer from an issuer Closer selects, at Buyer's expense, with a face value equal to the Purchase Price herein, issuing insurable title subject to the following "Permitted Title Exceptions": (i) mineral, oil and gas interest (whether owned, severed, or reserved); (ii) all easements, encroachments, overlaps, discrepancies or conflicts in boundary lines, shortage in area, or other matters of record or which could be disclosed by an accurate and complete survey or inspection of the premises; (iii) all restrictions on the use of the Property, whether or not recorded, under existing and future laws, ordinances, and regulations; (iv) subdivision, deed, and plat restrictions of record; (v) current city, state and county ad valorem property and sanitary sewer taxes not yet due and payable; (vi) current leases affecting the Property; (vii) customary exceptions made to the Title Commitment by the Issuer of the Title Commitment; (viii) those easements, restrictions, encumbrances, or mortgages set forth in the preliminary title commitment provided to Buyer prior to auction and/or attached hereto as Exhibit B; and (ix) other easements, restrictions, encumbrances or mortgages specified in this Contract or any exhibit incorporated herein. "Preclusion to title" shall be in the sole discretion of the Closer or Title Examiner and shall mean any issue which would preclude clear title or transfer thereof, including city inspections, occupancy certificates, tax stamps, boundary/title disputes, lost deeds, or payoff statements. No matter shall be construed as a valid objection or preclusion to title under this Contract unless it is a) not a "Permitted Title Exception" above, and b) is construed to be a valid objection or preclusion to title by the title insurance examination attorney chosen by Closer or the policy issuer (such attorney shall be deemed Buyer's attorney for title examination purposes only), and c) is communicated to the Parties prior to Closing. In case of such valid objection or preclusion to title, Seller shall, at Seller's option: have one-hundred and twenty (120) days (the "Cure Period") from the date of the original Closing or such additional time as may be agreed to in writing by the Parties to satisfy such objections and preclusions; or choose to terminate the transaction by returning Buyer's down payment upon which the parties shall incur no further liability to the transaction or each other. If such objections cannot be satisfied within the Cure Period, the Down Payment shall be returned to the Buyer and this Contract shall be of no further force and effect. The Parties acknowledge and agree the following costs were estimated and disclosed by Broker prior to the Auction or Sale:

SELLER shall pay their: State deed tax or stamps, unless otherwise exempt or immune; filing fees for releases from liens (if any); bankruptcy search fee (if any); and any other document fees incurred by Seller. Seller shall deliver to Closer at or before Closing the duly executed and acknowledged Deed for delivery to Buyer upon payment of the Purchase Price.

BUYER shall pay the Closer's Closing fees (or 100% of a 'single' Closing fee), and all: Title exam and search fees; title insurance premium(s); filing fees for deed and any note/mortgage; plat, survey, inspection or other fees announced or advertised for the Auction; costs of abstracting (if required); and any and all other Closing costs incurred by Buyer. Buyer shall deliver to Closer at or before Closing, for the benefit of Seller: payment in full of the unpaid portion of the Purchase Price; all such documents as the Closer or Seller shall require prior to or at the Closing to evidence and confirm the power and authority of Buyer to close the transaction contemplated herein; an affidavit waiving inspection and assuming payment of ad valorem and land benefit taxes for the current calendar year and thereafter; and such other documents, instruments and certificates as are contemplated herein to effect and complete the Closing.

5. TAXES AND PRORATIONS: Seller shall pay in full: (i) all special assessments against the Property and of record at the date of Closing that are currently payable, Buyer agrees to be bound by same and to assume any special assessments (including payments) that may become payable after the Closing date; (ii) all taxes, other than general ad valorem taxes for the current calendar year, which are a lien on the Property at the date of Closing; and (iii) the cost of any item of workmanship or material furnished prior to the date of Closing which is or may become a lien on the Property. If this sale or Buyer's use of the Property results in the assessment of additional taxes, whether for periods prior to, at or subsequent to the Closing, said taxes shall be the obligation of Buyer. Unless otherwise specified, the following items shall be prorated between the Parties as of the date of Closing: (i) rents including past due rents, if any; and (ii) general ad valorem taxes for the current calendar year, provided that, if the amount of such taxes has not then been fixed, the pro-ration shall be based upon the rate of levy for the previous calendar year. Any security deposit held by Seller from one or more tenants of the Property shall be transferred to Buyer at Closing and Buyer shall then assume all further liability to tenants, both in relation to such deposits and in relation to any then existing leases covering all or any part of the Property. After Closing Buyer shall indemnify and hold Seller and Broker harmless from all liability to any tenant.

6. CLOSING AND TRANSFER: If the Closer or title issuer selected by Closer determines there are valid objections or preclusions to title as defined herein, the Closing shall be extended for the time permitted to allow Seller to cure same, as provided in Section 4 above. Upon notice from Seller or Broker that such objections have been satisfied, the Closer shall fix a date and time for Closing within two (2) business days. If Buyer requests an extension of the Closing, Seller shall have the sole right to grant Buyer an extension of Closing, for which Buyer shall pay Seller in advance a per diem fee equal to $150 or 5/100 of a percent of the total sales price herein (.0005 x Sales Price), whichever is greater. Until Closing, risk of loss to the Property, ordinary wear and tear excepted, shall be borne by Seller; after Closing such risk shall be borne by Buyer. BUYER SHALL NOT BE GRANTED POSSESSION OR USE OF THE PROPERTY IN ANY MANNER WHATSOEVER UNTIL CLOSING.

6.1. LEASES: All Leases on the Property and the amendments thereto and Lease guarantees, if any, described on Exhibit C are now and at the Closing will be in full force and effect; have not been modified or amended other than as set forth on Exhibit C; that to the best of Seller's knowledge, Seller is not in default in its obligations as landlord, and that true copies of such Leases have been delivered by Seller to Purchaser; no tenant has any right to cancel or terminate its lease as a result of this transaction or by reason of any existing facts known to Seller; no tenant has any right to extend or renew its lease except as indicated in the leases; no tenant is entitled to any concession, rebate, or refund; except as indicated in the leases; none of the Leases have been assigned, pledged, or encumbered except to the holder of the Mortgage, and no claims or litigation exist with regard to any of the Leases;

6.2. CONTRACTS: Subject to the terms and provisions of the Agreements described on Exhibit D, there will are no other Agreements for services or maintenance or repairs of the Property; If the property has current tenants utilizing HUD Section 8 assistance, Buyer is responsible for transfer and compliance with the Section 8 requirements or eviction process if desired and Buyer is responsible for any Housing Quality Standard Inspections and/or remediation required if Buyer intends to continue the program.

6.3. DOCUMENTS DELIVERED BY SELLER AT CLOSING: Seller covenants and agrees to deliver to Buyer at Closing the following instruments, properly executed and acknowledged:

(A) A Special Warranty Deed properly executed and acknowledged in proper form for recording to convey to Purchaser good and indefeasible fee simple title in and to the Real Property and Improvements, subject only to the Permitted Encumbrances;

(B) A Bill of Sale or Assignment conveying to Purchaser good and indefeasible title in and to the Personal Property, if any, included in the transaction;

(C) An affidavit regarding Seller's identity for the purposes of Section 1445 of the Internal Revenue Code, if required by closer;

(D) Evidence satisfactory to the Title Company that the person or persons executing the documents at the Closing on behalf of Seller has the full right, power, and authority to do so;

(E) An assignment, in recordable form, of all Leases affecting the Property, together with all original executed Leases; and

(F) An Assignment of its interest in all Contract, Warranties and Guarantees regarding the Property, if any.

6.4. SELLER'S OBLIGATIONS: During the period between the date hereof and the Closing, Seller shall:

(A) Keep the property in the same repair and condition as it is in on the date hereof;

(B) Comply with the terms, conditions, and provision of leases and other contractual arrangements relating to the Property;

(C) Without approval of Buyer, neither negotiate nor enter into any new contract or modify any existing contract affecting the future use or operation of the Property which cannot be terminated or amended, without charge or penalty, on or before Closing;

(F) Operate, manage, and maintain the Property in the manner as the Property has been most recently operated, managed and maintained by Seller;

(G) Not, without Buyer's prior written consent, enter into, amend, or terminate any Lease.

6.5. Tax Free Exchange Cooperation: In the event Buyer or Seller intend on utilizing tax exchange arrangements in this transaction, this Contract for Sale is executed in contemplation of, and with the full knowledge of the intent of the Seller and Buyer hereunder to proceed with like kind exchanges pursuant to Section 1031 of the Internal Revenue Code, and the parties hereunto agree to cooperate and utilize their best efforts in order to facilitate the exchange transactions, including, but not limited to, executing documents for the purpose of consummating the exchange transactions. Buyer agrees to cooperate in a Section 1031 Exchange by Seller at no cost or liability to Buyer, including without limitation, the assignment of Seller's rights, but not Seller's obligations, under this Contract on or before Closing to Seller's qualified exchange intermediary. Seller agrees to cooperate in a Section 1031 Exchange by Buyer at no cost or liability to Seller, including without limitation, the assignment of Buyer's rights, but not Buyer's obligations, under this Contract on or before Closing to Buyer's qualified exchange intermediary. Seller further acknowledges and agrees that, at Buyer's request, Buyer's deposit funds may be refunded to Buyer by Seller and replaced with an equal amount of funds from Buyer's qualified exchange intermediary at any time after assignment of this contract to such qualified exchange intermediary.

7. BREACH OR FAILURE TO CLOSE: The parties agree that If SELLER has performed Seller's obligations under this Contract, and if at the Closing the Buyer fails to pay the balance of the Purchase Price or to perform any other obligations under this Contract, then Seller may, at Seller's option, either a) unilaterally cancel and terminate Buyer's right to purchase the Property, including all legal and equitable interest, if any, Buyer may have regarding the Property and retain all sums previously paid on the Purchase Price as liquidated damages, or b) elect to recover from Buyer the actual damages incurred by Seller, including loss of the balance of the Purchase Price, costs of resale, attorney's fees, and such other incidental damages as may be lawfully recovered. If BUYER has performed Buyer's obligations under this Contract and Seller fails to perform its obligations under the Contract, then Buyer may, as Buyer's sole and exclusive remedy, terminate Buyer's obligation to purchase the Property, by written notice to Seller.

8. LIMITATION OF REMEDIES: Buyer agrees that in no event shall Seller, Broker or Closer be liable to Buyer for actual, punitive, speculative or consequential damages, nor shall Buyer be entitled to bring a claim to enforce specific performance of this Contract. The Parties agree that neither shall make a claim for any breach of this contract, for rescission or revocation of acceptance, or for any warranty, misrepresentation, mistake or tort unless such Party first notifies the other Parties in writing of the basis, nature and amount of such Party's claim within one-hundred and eighty (180) days after the date of this Contract, or if Closing occurs, within thirty (30) days after the Closing Date, whichever is earlier; and that any and all claims after such period shall be void as between the Parties. If the sale has already closed, Buyer agrees its sole and exclusive remedy, at law or in equity, shall be limited to liquidated damages not to exceed 0.5% of the Purchase Price herein. The Parties expressly stipulate and agree that it is difficult or impossible to accurately ascertain the amount of damages that might be suffered by Buyer (unless the sale was not closed and Buyer's Down Payment was returned, in which event it is stipulated and agreed herein that Buyer will have suffered no damages) and that the amount of 1% of the Purchase Price is a reasonable estimate of the amount of such damages to Buyer.

9. [INTENTIONALLY OMITTED]

10. SELLER AND BROKER DISCLAIMER: Buyer acknowledges and agrees that Seller, Broker, their affiliates, agents, employees, officers, representatives or owners have not made, do not make and specifically negate and disclaim any representations, warranties, promises, covenants, agreements or guaranties or any kind or character whatsoever, whether express or implied, oral or written, past, present, or future of, as to, concerning or with respect to (a) the value, nature, quality or condition of the Property, including, without limitation, the water, soil, or geology, (b) the income to be derived from the Property, (c) the suitability of the Property for any and all activities and uses which Buyer may conduct thereon, (d) the compliance of or by the Property or its operation with any laws, rules, ordinances or regulations of any applicable governmental authority or body, (e) the habitability, merchantability, marketability, profitability or fitness for a particular use or purpose of the Property, (f) the manner or quality of the construction or materials, if any, incorporated into the Property, (g) the manner, quality, state of repair or lack of repair of the Property, or (h) any other matter with respect to the Property, and specifically, that the foregoing persons and entities have not made, do not make and specifically disclaim any representation regarding compliance with any environmental protection, pollution or land use laws, rules, regulation, orders or requirements, including the disposal or existence, in or on the Property, of any hazardous materials; that Buyer has not relied upon representations, warranties, guarantees or promises or upon any statements made or any information provided concerning the property including but not limited to ads, brochures, website materials, signs, maps and sale day comments and instead has determined to make Buyer's bid after having made and relied solely on Buyer's own independent investigation, inspection, analysis, and evaluation of the Property and the facts and circumstances related thereto; and that no warranty has arisen through trade, custom or course of dealing with Buyer. ANY INSPECTIONS, REPORTS, PROPERTY INFORMATION OR SURVEYS MADE AVAILABLE TO BUYER PRIOR TO OR AT THE SALE WERE FOR 'GENERAL INFORMATIONAL PURPOSES' ONLY AND ARE NOT, AND WILL NOT, BE RELIED UPON AS A REPRESENATATION OR WARRANTY OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED.

11. INDEMNIFICATION OF BROKER AND CLOSER: Buyer agrees to indemnify and hold Closer and Broker harmless against any and all losses, claims, damages or liabilities and expenses not resulting from Broker or Closer's bad faith or gross negligence, including costs of investigation, attorney fees, and disbursements, which may be imposed upon or incurred by Broker or Closer hereunder relative to the performance of their duties related to the Parties or the Property, including without limitation any litigation arising from or in respect of this Contract or the transactions contemplated hereby. Closer and Broker shall not be liable for any error of judgment or for any act done or omitted by them in good faith. Closer and Broker are authorized to act on any document believed by them in good faith to be executed by the proper party or parties, and will incur no liability in so acting. Closer and Broker are in all respects and for all purposes third party beneficiaries of this Contract to the extent that this Contract would entitle them to rights or benefits if they were signatory parties hereto, and each of them is entitled to enforce such rights and benefits, as herein provided, to the same extent they would be entitled if they were such signatory parties.

12. INTERPRETATION AND EFFECT OF THIS CONTRACT: The Parties agree this Contract shall be binding upon and inure to the benefit of their heirs, legal representatives and successors; sets forth their understanding and supersedes all previous negotiations, representations and agreements between them and their agents; can only be amended or modified by a written agreement signed by both Parties; no amendment affecting Broker or Closer may be made in the absence of the prior written consent of the affected person; if any provision of this Contract is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable and this Contract shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part of this Contract and the remaining provisions of this Contract shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Contract; and furthermore, in lieu of such illegal, invalid or unenforceable provision, there shall be added automatically as a part of this Contract a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid or enforceable.

13. AGENCY DISCLOSURE: The Parties expressly agree and acknowledge that BROKER REPRESENTS SELLER ONLY, as previously disclosed to both Parties at first contact; that the identity of Broker's principal, the Seller, was available to the Buyer at all times prior to the auction; that both Parties shall indemnify and hold the other and Broker (unless previously approved in writing by Broker) harmless from any claim for a commission or other compensation of any broker or agent other than Broker purporting to have represented or assisted them.

14. LEAD-BASED PAINT AND/OR LEAD-BASED PAINT (for Pre-1978 housing only) AND OTHER HAZARDS DISCLOSURES:

Lead Warning Statement Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Disclosure As evidenced by Seller's signature herein Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing and has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Buyer's Acknowledgment As evidenced by Buyer's signature herein Buyer has received copies of all information listed above, including the Exhibits attached, and has received a 10-day opportunity prior to the auction to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards, or other property specific issues and/or has waived the opportunity to conduct a risk assessment or such inspections.

Agent's Acknowledgment As evidenced by Broker's name hereon Broker (Agent) has informed the seller of seller's obligations under 42 U.S.C. 4852d and is aware of its responsibility to ensure compliance.

Mold Statement There are many types of mold. Inhabitable properties are not, and cannot be, constructed to exclude mold. Information about controlling mold growth may be available from your county extension agent or health department. Certain strains of mold may cause damage to property and may adversely affect the health of susceptible persons, including allergic reactions that may include skin, eye, nose, and throat irritation. The seller, seller's agent, and Auctioneer cannot and does not represent or warrant the absence of mold. It is the buyer's obligation to determine whether a mold problem is present and to remediate such.

Certification of Accuracy The Parties have reviewed the information above and hereby certify as evidenced by their signatures herein on the date herein that to the best of their knowledge the information they have provided is true and accurate.

NOTICE Institutional and Fiduciary Sellers (courts, government agencies, banks and trustees) have not occupied the property and have NO information to provide for disclosure. Properties are sold ‘As Is – Where Is’ and should be fully inspected prior to bidding on. SELLER AND BROKER AND/OR AUCTION COMPANY HAVE NO KNOWLEDGE OF THE SUBJECT PROPERTY OR ITS FIXTURES OR CONDITION AND ARE NOT RESPONSIBLE FOR SUCH.

Exhibit A
Legal Description
For the Contract for Sale of Commercial Real Estate at Auction

Beginning at the Northeast corner of the Northwest quarter of the Southwest quarter of the Southeast quarter of Section 8, Township 20 North, Range 3 East of the Willamette Meridian, in Pierce County, Washington;
Thence South along the East line of said subdivision a distance of 61.686 feet to the Northerly line of a tract of land heretofore appropriated by the City of Tacoma for street purposes;

Thence Southwesterly, making an angle of 96°56'30" with the said East line of said subdivision, a distance of 25.858 feet; Thence Southeasterly at right angles to the last mentioned line, a distance of 40 feet;
Thence Southwesterly at right angles to the last mentioned line, distance of 176.241 feet to a point of curve;
Thence on a curve to the right having a radius of 20 feet and a central angle of 118°45'50" a distance of 41.856 feet to a point on the Easterly line of South M Street;
Thence Northeasterly along the Easterly line of M Street, a distance of 107.18 feet to the point of intersection with the North line of said subdivision;
Thence East along the North line of said subdivision a distance of 176.98 feet to place of beginning.

AND BEING the same property conveyed to The American National Red Cross from Glenn Ash and Mary Ash, husband and wife; and O. Stanley Warp and Shirley J. Warp, husband and wife, each community as to an undivided one-half interest by Statutory Warranty Deed dated October 17, 1986 and recorded October 23, 1986 in Deed Book 0367, Page 1047.

Tax Parcel No. 0320084010

_____
Buyer Initial

Exhibit B
Preliminary Title Commitment Encumbrances
For the Contract for Sale of Commercial Real Estate at Auction

Buyer acknowledges receipt of preliminary title opinion no. 5000001165 dated 08/30/23 and attached hereto.

_____
Buyer Initial

Exhibit C
Leases
For the Contract for Sale of Commercial Real Estate at Auction

NOT APPLICABLE

Buyer Initial

Exhibit D
Contracts or Service Agreements
For the Contract for Sale of Commercial Real Estate at Auction

NOT APPLICABLE

Buyer Initial

Disclosure Exhibit
For the Contract for Sale of Commercial Real Estate at Auction

• All properties are sold "AS IS, WHERE IS" with no financing, inspection or other contingencies to sale.

• Escrow. Buyer acknowledges receipt of the Joint Escrow Instructions that modifies the Contract for Sale to provide for a designated Escrow Agent to hold down payment funds. Buyer and Seller agree that the Escrow funds may be held in a trust/escrow account located outside of the state where the Property is located.

· Property Tax Disclosure Summary: Buyer Should Not Rely On The Seller's Current Property Taxes As The Amount Of Property Taxes That The Buyer May Be Obligated To Pay In The Year Subsequent To The Purchase. A Change Of Ownership Or Property Improvements Triggers Reassessments Of The Property That Could Result In Higher Property Taxes. If You Have Any Questions Concerning Valuation, Contact Property Appraiser's Office For Information.

· Square Footage Disclosure. The source of the square footage represented for the property is courthouse records. Buyer understands and acknowledges that square footage measurements of a dwelling can vary from a few feet to several hundred feet regardless of source (County Assessor's records, appraisal or appraisal measurement report, etc.). Buyer shall satisfy that the size and/or square footage of the dwelling is acceptable to the Buyer.

• Personal Property Not Included. Only title to the real estate is being conveyed. Personal property may be present, but is not included in the auction. Removal of personal property remaining on site at the time of closing is the responsibility of the Buyer.

· Waiver of Seller Disclosure Statement. Buyer hereby waives the right to a Seller Disclosure Statement described in RCW 64.06 and specifically waives any rights to rescission in connection with such statement. Buyer should conduct an investigation into the property and seek the assistance of professionals if necessary prior to bidding.

· Pierce County Septic/Well Disclosure. The Property is subject to Tacoma/Pierce County septic/well inspection requirements; Buyer agrees to comply with all requirements necessary to complete the inspection and closing, including, but not limited to, at Buyer's sole expense, obtaining the necessary permits or making arrangements to correct any noted city/county violations. Buyer acknowledges and understands that there is a requirement to obtain approval for Property transfer from the County Health Department. Buyer should conduct an investigation into cost of compliance with septic and well requirements prior to bidding.

Buyer Initial

DIFFERENT BROKERAGE RELATIONSHIPS ARE AVAILABLE WHICH INCLUDE SELLER AGENCY, BUYER AGENCY OR TRANSACTION-BROKERAGE.

BROKERAGE DISCLOSURE TO BUYER
DEFINITIONS OF WORKING RELATIONSHIPS

Seller's Agent: A seller's agent works solely on behalf of the seller to promote the interests of the seller with the utmost good faith, loyalty and fidelity. The agent negotiates on behalf of and acts as an advocate for the seller. The seller's agent must disclose to potential buyers all adverse material facts actually known by the seller's agent about the property. A separate written listing agreement is required which sets forth the duties and obligations of the broker and the seller.

Buyer's Agent: A buyer's agent works solely on behalf of the buyer to promote the interests of the buyer with the utmost good faith, loyalty and fidelity. The agent negotiates on behalf of and acts as an advocate for the buyer. The buyer's agent must disclose to potential sellers all adverse material facts actually known by the buyer's agent, including the buyer's financial ability to perform the terms of the transaction and, if a residential property, whether the buyer intends to occupy the property. A separate written buyer agency agreement is required which sets forth the duties and obligations of the broker and the buyer.

Transaction-Broker: A transaction-broker assists the buyer or seller or both throughout a real estate transaction by performing terms of any written or oral agreement, fully informing the parties, presenting all offers and assisting the parties with any contracts, including the closing of the transaction, without being an agent or advocate for any of the parties. A transaction-broker must use reasonable skill and care in the performance of any oral or written agreement, and must make the same disclosures as agents about all adverse material facts actually known by the transaction-broker concerning a property or a buyer's financial ability to perform the terms of a transaction and, if a residential property, whether the buyer intends to occupy the property. No written agreement is required.

Customer: A customer is a party to a real estate transaction with whom the broker has no brokerage relationship because such party has not engaged or employed the broker, either as the party's agent or as the party's transaction-broker.

RELATIONSHIP BETWEEN BROKER AND BUYER

Broker and Buyer referenced below have NOT entered into a buyer agency agreement. The working relationship specified below is for a specific property described as:

_____

or real estate which substantially meets the following requirements:

_____ .

Buyer understands that Buyer is not liable for Broker's acts or omissions that have not been approved, directed, or ratified by

Buyer.

CHECK ONE BOX ONLY:

☐ **Multiple-Person Firm.** Broker, referenced below, is designated by Brokerage Firm to serve as Broker. If more than one individual is so designated, then references in this document to Broker shall include all persons so designated, including substitute or additional brokers. The brokerage relationship exists only with Broker and does not extend to the employing broker, Brokerage Firm or to any other brokers employed or engaged by Brokerage Firm who are not so designated.

☐ **One-Person Firm.** If Broker is a real estate brokerage firm with only one licensed natural person, then any references to Broker or Brokerage Firm mean both the licensed natural person and brokerage firm who shall serve as Broker.

CHECK ONE BOX ONLY:

☐ **Customer.** Broker is the ☐ seller's agent ☐ seller's transaction-broker and Buyer is a customer. Broker intends to perform the following list of tasks: ☐ Show a property ☐ Prepare and Convey written offers, counteroffers and agreements to amend or extend the contract. Broker is not the agent or transaction-broker of Buyer.

☐ **Customer for Broker's Listings – Transaction-Brokerage for Other Properties.** When Broker is the seller's agent or seller's transaction-broker, Buyer is a customer. When Broker is not the seller's agent or seller's transaction-broker, Broker is a transaction-broker assisting Buyer in the transaction. Broker is not the agent of Buyer.

☐ **Transaction-Brokerage Only.** Broker is a transaction-broker assisting the Buyer in the transaction. Broker is not the agent of Buyer.

Buyer consents to Broker's disclosure of Buyer's confidential information to the supervising broker or designee for the purpose of proper supervision, provided such supervising broker or designee does not further disclose such information without consent of Buyer, or use such information to the detriment of Buyer.

DISCLOSURE OF SETTLEMENT SERVICE COSTS. Buyer acknowledges that costs, quality, and extent of service vary between different settlement service providers (e.g., attorneys, lenders, inspectors and title companies).

THIS IS NOT A CONTRACT. IT IS BROKER'S DISCLOSURE OF BROKER'S WORKING RELATIONSHIP.

If this is a residential transaction, the following provision applies:

MEGAN'S LAW. If the presence of a registered sex offender is a matter of concern to Buyer, Buyer understands that Buyer must contact local law enforcement officials regarding obtaining such information.

BUYER ACKNOWLEDGMENT:

Buyer acknowledges receipt of this document on _____.

_____ _____

Buyer Buyer

BROKER ACKNOWLEDGMENT:

On _____, Broker provided _____ (Buyer) with

this document via _____ and retained a copy for Broker's records.

Brokerage Firm's Name: _____

_____

Broker

AGENCY DISCLOSURE STATEMENT

The Broker / Auctioneer who is providing you with this form may be required to do so by state law. The purpose of this form is to confirm that you have been advised of the role of the agent(s) in the transaction and that you understand the disbursement of the Buyer's Premium or commissions charged in this transaction.

Property Address: _____

Buyer(s): _____

_____

Seller(s): Broker: Williams-Williams Marketing Services, Inc., Lic. No. 18545; Philip R. Heiliger, Lic. No. 24486.

AUCTIONEER / BROKERAGES / AGENTS

The Buyer may be represented by a Broker / Agent at any time. Broker / Agent must register buyer with Williams & Williams 24 hours prior to auction to be compensated on this transaction.

The Auctioneer represents the Seller and the Seller only.

The Seller is represented by Williams & Williams and may also maintain another Listing Broker.

If no Party has been registered by a Broker/Agents, the Party is not represented and agrees to represent his/her own best interest. Any information provided Williams & Williams may be disclosed to the Seller.

BUYER'S PREMIUM / AUCTION SERVICES FEE

The Buyer's Premium or Auction Services fees collected in this transaction will be distributed to cover the costs of auction and sale from pre-auction through closing. This is a standard practice utilized by most auction firms.

COMMISSION STRUCTURE

The Brokers / Agents / Auctioneers will be compensated per the Listing / Agency Agreement with Seller. Typically, the commission structure is as follows (unless previously disclosed):

* Seller's Listing Broker (if not Williams & Williams) -
* Buyer's Broker (if registered prior to auction with Williams & Williams) - 2.00%
* Servicer Referral Fee (if applicable)
* Any unpaid portion to Williams & Williams as Seller's Broker / Auctioneer / Foreclosure Agent / Power of Attorney Holder / or other Listing Broker

Responsibilities of the Parties: The duties of the agent, brokerage, and auction firm in a real estate transaction do not relieve the Buyer and Seller from the responsibility to protect their own interests. The Buyer and Seller are advised to carefully read all agreements to assure they adequately express their understanding of the transaction. The agent and brokerage are qualified to advise on real estate matters. IF LEGAL OR TAX ADVICE IS DESIRED, PLEASE CONSULT THE APPROPRIATE PROFESSIONAL.

I (we) consent to the above relationships and roles as we enter into this real estate transaction. By signing below, you acknowledge that you have read and understand this form and are giving your voluntary, informed consent.

Buyer Signature 1: _X_____ Seller: _X_____

Date: Date:

Buyer Signature 2: _X_____ Seller: _X_____

Date: _____ Date: _____