SUMMARY OF KEY TERMS:

<table>
<thead>
<tr>
<th>Term</th>
<th>Description</th>
</tr>
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<tbody>
<tr>
<td>INITIAL BIDDING DEPOSIT</td>
<td>$5,000 Minimum per Property – Please see Auction Registration Page for specifics</td>
</tr>
<tr>
<td>BUYER’S PREMIUM</td>
<td>Greater of (i) 5% of the Winning Bid Amount or (ii) $20,000*</td>
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<tr>
<td>TOTAL PURCHASE PRICE</td>
<td>Equals Winning Bid Amount plus Buyer’s Premium</td>
</tr>
<tr>
<td>EARNEST MONEY DEPOSIT</td>
<td>Greater of (i) 10% of the Total Purchase Price or (ii) $20,000</td>
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The Auction will be conducted by Auction.com (a/k/a REDC) (“Auctioneer”). Auctioneer, as used in these Terms and Conditions, shall include but not be limited to, any and all of its agents, employees, representatives, officers and directors. These Terms and Conditions generally describe the auction of real properties (individually, a “Property” and collectively, the “Properties”) owned by one or more selling entities (“Seller” herein shall include the selling entity and its parent company, subsidiaries, or affiliated companies). The Sellers of the Properties listed have instructed Auctioneer to auction the listed Properties on the Terms and Conditions set forth below. Terms and Conditions may vary among the Properties in each auction, so please review the Terms and Conditions for each Property carefully. Prospective purchasers who register in accordance with the instructions below will be deemed “Bidders” during the Auction. Winning bidders (each a “Winning Bidder”) will be required to execute a Purchase Agreement in a form and with terms and provisions required by Seller (the “Purchase Agreement”), which Purchase Agreement will incorporate many of these Terms and Conditions. The Purchase Agreement is posted at www.auction.com and is not negotiable.

1. REGISTRATION

Registration is required in order to bid online during the Auction and there is no fee to register. In order to register for the Auction, please go to www.auction.com, click on the “Online Bidding” tab and follow the registration instructions. As part of the registration process, you will be required, on a per Property basis, to (i) have a credit card authorization issued or make a refundable deposit by wire transfer or cashier’s check to a third party escrow holder for the Initial Bidding Deposit, the amount of which shall be set forth for each particular Property on the auction registration page for such Property and (ii) for private investors (e.g. non-institutional), show proof of readily available funds in the form of bank statements and/or investment account (stocks/bonds) statements (dated with seventy-five (75) days). Following registration approval, private investor Bidders may be required to provide, upon request, additional proof of readily available funds and/or an additional Initial Bidding Deposit amount to bid or continue bidding. In the event bidding has begun, then Auctioneer may suspend, in its sole discretion, any further bidding by Bidder until additional proof of funds and/or an additional Initial Bidding Deposit amount is confirmed by Auctioneer. Please ensure you register as a bidder in the name of the person or the entity that will be the buyer in the event your bid is the winning bid. Only the name of the registered bidder who has received final registration approval will be permitted on the purchase documentation. If you are registering to bid as anything other than a natural person, you will be required to provide the necessary legal documentation evidencing good standing as an entity, which documentation may include the Articles of Incorporation or Organization, a Certificate of Good Standing issued within forty-five (45) days, ByLaws, Resolutions, Operating Agreement, Partnership Agreement, Trust document or other legal documentation evidencing the legal existence of the bidder as may be requested by the Auctioneer. Please follow the instructions on the website carefully to make sure you obtain final registration approval, which approval confirmation will be sent by e-mail to you and will allow you to bid online during the Auction. We highly recommend registering well in advance of the Auction to enhance your chances of being notified of any changes that may take place prior to Auction day. Individuals from outside the United States may register to bid online.
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2. DUE DILIGENCE

**Inspection.** Each Property will have due diligence documents available for viewing in a secure data vault at [www.auction.com](http://www.auction.com). A confidentiality agreement will be required to be acknowledged and agreed to prior to entering the data vault. All Bidders must fully complete their Property due diligence prior to bidding, including reviewing the information contained in the data vault. No Bidder shall enter onto the premises or into the Property, or contact any occupants or tenants of the Property, without the authorization of the Seller or Seller’s broker (“Broker”). However, viewing the Property without entering onto the premises is permissible.

3. ONLINE BIDDING AND BUYING

**Reserve Auction.** This is a reserve auction and all Properties have a reserve price ("Reserve Price"), meaning the Seller of each Property can accept or reject any bid and has also established an unpublished, minimum selling price. The starting bid is not the Reserve Price. In order to become the Winning Bidder for a Property, a Bidder must meet or exceed the Reserve Price and the bid must be accepted by the Seller (see “Subject to Confirmation” section below). Except where prohibited by law, during a live bidding event (online or otherwise) the Auctioneer may open bidding on any Property by placing a bid on behalf of the Seller and may further bid on behalf of the Seller, up to the amount of the Reserve Price, by placing successive or consecutive bids for a Property, or by placing bids in response to other bidders. If no bidders meet the Reserve Price, the Seller is under no obligation to sell the Property. The Seller may withdraw a Property at any time prior to the announcement of the completion of the sale by the Auctioneer. Auctioneer is not acting as an agent for any Bidder in any capacity, and is acting exclusively as the Seller’s agent.

**Buyer’s Premium and Total Purchase Price.** The total purchase price will include a buyer’s premium equal to the greater of (i) five percent (5%) of the winning bid amount or (ii) $20,000. (*unless otherwise specified in the specific property listing or Purchase Agreement). Therefore, the actual total purchase price is equal to the winning bid amount plus the buyer’s premium (the “Total Purchase Price”) but does not include other amounts payable by the Buyer during closing, such as escrow/closing fees, etc. Please review the Purchase Agreement for specific details.

**Bidding and Winning.** The bidder authorization and log-in information given to you upon successfully registering to bid online shall be used by you during the Auction to bid on Properties. To purchase a particular Property at the Auction, one must be acknowledged by the Auctioneer as the Winning Bidder (the bidder to whom the Auctioneer acknowledges the Property as being “SOLD” to), and such Property is not identified as being sold “Subject to Confirmation” (see below). If you are the Winning Bidder, you will be contacted by phone by an Auctioneer representative at the phone number you provided. Once contacted by an Auctioneer representative, the Winning Bidder will be sent, by e-mail, the Purchase Agreement and certain other documents for electronic signature, unless otherwise directed by Seller. The Purchase Agreement will contain the exact terms and conditions of the sale. As between Winning Bidder and Seller, the Purchase Agreement supersedes any and all other documents or information (including without limitation these Terms and Conditions) and serves as the governing document for the sale of each Property. After executing the Purchase Agreement electronically, which shall be executed within thirty (30) minutes of Auctioneer’s acknowledgment of the winning bid, Winning Bidder will be contacted by Auctioneer, an escrow/closing agent or settlement attorney, who will provide them certain additional information pertaining to the closing process.

If a Winning Bidder cannot be reached within two (2) hours of Auctioneer’s acknowledgment of the winning bid, or Winning Bidder fails to electronically execute the Purchase Agreement within two (2) hours of Auctioneer’s acknowledgment of the winning bid, then Auctioneer or Seller can declare the Winning Bidder to be in default. In the event of such declaration, the Winning Bidder’s bid shall be null and void and the Auctioneer and Seller shall have absolutely no further liability or obligation to that Bidder. **IN ADDITION, SUCH WINNING BIDDER SHALL BE SUBJECT TO LIQUIDATED DAMAGES EQUAL TO TEN PERCENT (10%) OF THE PURCHASE PRICE AND AUCTIONEER AND SELLER RESERVE THE RIGHT TO SEEK ANY AND ALL OTHER REMEDIES, INCLUDING SPECIFIC PERFORMANCE.** Additionally, Seller shall have the right to retain the Initial Bidding Deposit as part of the liquidated damages. Furthermore, Auctioneer and Seller reserve the right to immediately put the Property back up for sale.
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In order to allow final bids to be properly input and processed, the Auctioneer may extend the close of bidding for any Property in certain time increments to allow for additional bids. Once an extension of time has elapsed with no additional, higher bids, then the bidding will be closed.

Subject to Confirmation. In the event the winning bid amount is not immediately accepted by the Seller, the Auctioneer will inform the Winning Bidder that acceptance of their winning bid is “subject to confirmation.” Winning Bidder acknowledges and agrees that Winning Bidder's purchase is subject to, and contingent upon, the Seller approving the purchase, which shall be given or denied at their sole and absolute discretion within fifteen (15) business days following the close of the Auction and execution of the Purchase Agreement by Winning Bidder, or as may otherwise be set forth in the Purchase Agreement. Winning Bidder will receive a refund of monies deposited in the event Seller chooses not to accept the bid.

Payment of Deposit and Remaining Balance. As the Earnest Money Deposit, Winning Bidder shall be required to pay an amount equal to the greater of (i) ten percent (10%) of the Total Purchase Price or (ii) $20,000 on any Property purchase (unless otherwise specified in the purchase documentation). The Earnest Money Deposit must be made no later than twenty-four (24) hours following the close of the Auction (including for Properties sold “subject to confirmation”). All monies will be immediately deposited with an escrow/closing agent or settlement attorney and shall be released to the Seller within twenty-four (24) hours following receipt by the escrow/closing agent of the deposit and the fully executed Purchase Agreement. The balance of the Total Purchase Price, along with all other costs and/or fees, must be paid as required in the Purchase Agreement.

If Winning Bidder fails to deliver the Earnest Money Deposit within twenty-four (24) hours following the close of the Auction, then Auctioneer or Seller can declare the Winning Bidder to be in default. IN SUCH EVENT, THE WINNING BIDDER SHALL BE SUBJECT TO LIQUIDATED DAMAGES EQUAL TO TEN PERCENT (10%) OF THE PURCHASE PRICE AND AUCTIONEER AND SELLER RESERVE THE RIGHT TO SEEK ANY AND ALL OTHER REMEDIES, INCLUDING SPECIFIC PERFORMANCE. Any further liability resulting from such default by Winning Bidder shall be controlled by the terms of the Purchase Agreement. Additionally, Seller shall have the right to retain the Initial Bidding Deposit as part of the liquidated damages.

Closing. All sales are expected to close with a national or regional escrow/closing firm or a settlement attorney within thirty (30) days of the close of the auction or as set forth in the Purchase Agreement. Winning Bidders shall be required to pay all closing costs, including, but not limited to, escrow/closing fees, recording fees, normal prorations, document preparation fees, all title related fees and all documentary transfer taxes (or other taxes) as applicable and as set forth in the Purchase Agreement. Winning Bidders also may be required to pay additional fees and costs as provided in the Purchase Agreement.

Conveyance. Except as may be set forth in the Purchase Agreement, all Properties are to be conveyed as insurable title, with title insurance by standard title policies (as applicable), subject to current taxes, rights-of-way, assessments, easements and other conditions of records, and any exceptions written in the Preliminary Title Report or Commitment and other standard title exclusions.

4. PAYING FOR YOUR PURCHASE

No financing will be made available for the Auction. All purchases will be cash only. NO financing contingency shall be applicable to any Properties in the auction. Auctioneer does not provide lending or financial services.

5. BROKER/AGENT PARTICIPATION

We invite real estate broker and agent participation. A co-operating broker commission, based on the winning bid amount, may be paid to brokers/agents (i) who have duly registered as a “Registered Broker/Agent” on-line at www.auction.com at least twenty-four (24) hours prior to the start of the Auction, (ii) who have been identified by their client on the bidder online registration profile, (iii) whose client(s) successfully purchases the Property and close the transaction and (iv) where a co-operating broker commission is set forth in the Purchase Agreement for that specific Property. Please see the website for specific co-operating broker commission amounts, if any, related to specific Properties. THERE WILL BE NO BROKER/AGENT REGISTRATION PERMITTED ON THE DAY THE AUCTION BEGINS.
To qualify for a commission, if applicable, and become a Registered Broker/Agent, you must:

1. Complete in full the Broker/Agent Participation Form on-line at www.auction.com and provide a copy to the escrow/closing agent or settlement attorney prior to closing, along with a copy of your valid real estate license. If you are an Agent, you must also provide a letter, signed by your Broker on company letterhead, which sets forth commission payment information including broker license number, name and tax identification number. Prior to closing, you will be required to provide the escrow/closing agent or settlement attorney with an IRS Form W-9 or electronically complete an IRS Form W-9 in order to receive a commission. This W-9 must be completed by your broker as payment can only be made through the broker who holds your license; and

2. Participating Brokers/Agents may be required to sign the purchase documentation by electronic means, along with their client. Any Registered Broker/Agent who fails to sign the purchase documentation within the time prescribed shall not be entitled to any commission. Commissions will be paid upon closing. NO commission will be paid to a Registered Broker/Agent (a) acting as a principal in the purchase of any Property, (b) acting as the broker/agent on behalf of an entity (including any corporation, partnership, limited liability company, or trust) in which the broker/agent has an interest, (c) acting as the broker/agent on behalf of an immediate family member (defined as a spouse, parent, sibling, or child including in-law relationships). THERE ARE NO EXCEPTIONS TO THE BROKER/AGENT PARTICIPATION RULES.

6. GENERAL AUCTION INFORMATION

Sellers and Auctioneer reserve the right to deny any person the ability to bid and/or access to the online bidding platform for any reason. Seller and Auctioneer have the right to postpone or cancel the Auction, to withdraw any Property from the Auction and to change any terms of the Auction or particular conditions of sale upon announcement prior to or during the course of the Auction. In the event of a dispute among Bidders, the Auctioneer shall make the sole and final decision to either accept the final bid or to re-offer and resell the Property in dispute.

The respective rights and obligations of the parties with respect to these Auction Terms and Conditions and the conduct of the Auction shall be governed by, interpreted and enforced under the laws of the state of California. By bidding in the Auction by the Internet, each Bidder shall be deemed to have irrevocably submitted to the courts of competent jurisdiction in Orange County, California (including the federal courts) in connection with any suit, proceeding or other legal process relating to the Auction and/or the offering or sale of any Property. Upon execution of the Purchase Agreement, all rights and remedies with respect to the Property covered by such Purchase Agreement shall be governed by such Purchase Agreement.

Offers made during the Auction are void where prohibited by law. Any information on any website, in any brochure, e-mail or postcard and any and all information available regarding the Properties shall not constitute an offer to sell or a solicitation of any offer to buy any of the Properties referenced herein. In addition, and without limitation of the foregoing, any website or brochure shall not constitute an offer to sell or a solicitation of any offer to buy nor shall there be any sales of any of the Properties in any state in which such offer, solicitation, or sale would be unlawful prior to the registration or qualification under the applicable securities laws of that state. No obligation to sell shall be binding on Seller unless and until a written contract of sale or purchase agreement is signed and delivered by Seller. Seller reserves the right to rescind any oral acceptance of a winning bid prior to the execution and delivery of an executed contract of sale or purchase agreement for any reason.
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7. DISCLAIMER

Neither Seller, Broker nor Auctioneer makes any representations or warranties as to the accuracy or completeness of any information contained online at the Auction website or made available by the Seller, Broker or Auctioneer. All prospective purchasers are required and encouraged to conduct their own due diligence and investigate all matters relating to the Properties that they are interested in purchasing in the Auction. Online bidding is provided on an "as is, as available" basis. No warranties, expressed or implied, including, but not limited to, those of merchantability or fitness for a particular purpose, are made with respect to the online bidding platform or any information or software therein.

Neither Seller, Broker nor Auctioneer will be liable for any damages or injury, including, but not limited to, those caused by any failure of performance, error, omission, interruption, defect, delay in operation of transmission, computer virus, or line failure. Neither Seller, Broker nor Auctioneer will be liable for any damages or injury, including, but not limited to, special or consequential damages that result from the use of, or the inability to use, the website, the materials on the website, or the online bidding platform even if there is negligence or Auctioneer or an authorized Auctioneer representative has been advised of the possibility of such damages, or both. The above limitation or exclusion may not apply to you to the extent that applicable law may not allow the limitation or exclusion of liability for incidental or consequential damages. Seller's, Broker's or Auctioneer's total liability to you for all losses, damages, and causes of action (in contract, tort (including without limitation, negligence), or otherwise) will not be greater than the amount you paid to access this site.

“AS IS, WHERE IS AND WITH ALL FAULTS”. ALL OF THE PROPERTIES WILL BE SOLD BY SELLER, BROKER AND AUCTIONEER “AS IS, WHERE IS AND WITH ALL FAULTS” AS MORE PARTICULARLY DESCRIBED IN THE PURCHASE AGREEMENT. ALL PROSPECTIVE PURCHASERS/BIDDERS ACKNOWLEDGE AND AGREE THAT SELLERS, BROKER AND AUCTIONEER HAVE NOT MADE, DO NOT MAKE AND SPECIFICALLY NEGATE AND DISCLAIM ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, CONCERNING OR WITH RESPECT TO THE PROPERTIES. EACH PROSPECTIVE PURCHASER/BIDDER AND ANYONE CLAIMING BY, THROUGH OR UNDER THE SAME HEREBY FULLY AND IRREVOCABLY RELEASES SELLERS, BROKER AND AUCTIONEER, THEIR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS, REPRESENTATIVES, ATTORNEYS, BROKERS AND AGENTS (“REPRESENTATIVES”) FROM ANY AND ALL CLAIMS THAT HE/SHE/IT OR THEY MAY NOW HAVE OR HEREAFTER ACQUIRE AGAINST SELLERS, BROKER, AUCTIONEER AND THEIR REPRESENTATIVE FOR ANY COST, LOSS, LIABILITY, DAMAGE, EXPENSE, DEMAND, ACTION OR CAUSE OF ACTION ARISING FROM OR RELATING TO ANY ERRORS, OMISSIONS OR OTHER CONDITIONS AFFECTING THE PROPERTIES. THIS RELEASE INCLUDES CLAIMS OF WHICH PROSPECTIVE PURCHASER/BIDDER IS PRESENTLY UNAWARE OR DOES NOT PRESENTLY SUSPECT TO EXIST IN HIS/HER/ITS FAVOR WHICH, IF KNOWN BY PROSPECTIVE PURCHASER/BIDDER, WOULD MATERIALLY AFFECT PROSPECTIVE PURCHASER'S/BIDDER'S RELEASE OF SELLERS, BROKER AND AUCTIONEER. EACH PROSPECTIVE PURCHASER/BIDDER SPECIFICALLY WAIVES THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 1542, AND OTHER APPLICABLE STATE STATUTES WHICH PROVIDE AS FOLLOWS: “A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.”

By registering for the Auction, Bidder agrees to these Terms and Conditions, as may be updated from time to time prior to the Auction. Such form of acceptance by Bidder is binding and Bidder acknowledges it shall be binding and enforceable pursuant to the Electronic Signatures in Global and National Commerce Act ("E-Sign Act"), Title 15, United States Code, Sections 7001 et seq., the Uniform Electronic Transaction Act ("UETA") and applicable state laws.