

Auction Terms and Conditions 2019

These Terms and Conditions generally describe the terms on which certain parking spaces, and/or storage units (individually, a "Property" and collectively, the "Properties") owned by the various selling entities (each, a "Seller" and collectively, the "Sellers") are to be offered for sale at auction (the "Auction"). The Auction is presented by Zetabid, Inc. on their auction platform Zetabidestates.com (the "Website") (collectively referred to as "Zetabid.") As used in these Terms and Conditions, "Auctioneer" shall mean Zetabid. Prospective purchasers who register or place a bid or offer in the Auction in accordance with these Terms and Conditions will be deemed "Bidders" at the Auction. As used herein, the terms "Zetabid", "Auctioneer", "Seller" and "Bidder" shall also refer to their respective principals, agents and affiliates.

The Sellers of the Properties have exclusively retained Auctioneer to offer such Properties for sale at the Auction on the Terms and Conditions set forth below and on the auction website. By participating in this Auction, you consent to be bound by these Terms and Conditions, those listed on the auction website as well as by any additional terms that may be imposed by the Seller or announced prior to or at the Auction by Auctioneer.

UNLESS OTHERWISE STATED ON THE PROPERTY PAGE, THIS IS A "RESERVE" AUCTION (AS DEFINED BELOW) AND ALL HIGH BIDDERS MUST HAVE THEIR BID CONFIRMED BY THE SELLER TO BE ACCEPTED. NO OFFER OR BID MADE AT THE AUCTION EVENT SHALL BE DEEMED ACCEPTED UNTIL AND UNLESS SELLER HAS COMMUNICATED ITS ACCEPTANCE TO THE HIGH BIDDER BY EXECUTING A LETTER AGREEMENT.

1. REGISTRATION

You are required to register prior to placing a bid. All Bidders by registering, placing a bid or submitting an offer hereby accept and acknowledge these Auction Terms and Conditions. Pertinent changes may take place prior to Auction. Notwithstanding the foregoing, Auctioneer disclaims any obligation to notify you of any such changes or to provide you with any information, and therefore strongly recommends that you check the Website regularly to obtain such information with respect to all Properties that you are interested in purchasing. Bidder authorizes Auctioneer or Seller to contact Bidder and opts into said communication whether by phone, fax or email.

Where noted on the Property Page, additional steps may be required to bid and or access due diligence information.

2. DUE DILIGENCE

See Property Page on the website for access to due diligence information and proposed Letter Agreement. There is no due diligence period. Bidders must complete their due diligence and conduct any required investigations or reviews prior to bidding. High bidders represent,

covenant, and warrant that they are offering to purchase the Property, relying solely on their independent due diligence, in its existing "AS-IS, WHERE IS, WITH ALL FAULTS" condition. Auctioneer shall NOT be liable for any allowance, adjustment or revision whatsoever, including but not limited to those based upon any defect in the Property, the improvements, or the building systems, appliances or other contents, or the failure of the Property to conform to any specific standards. Any and all descriptions provided by Auctioneer regarding any Property, including but not limited to size, square footage and/or location or ability to utilize such Property are obtained by the Seller and Auctioneer is not responsible for the accuracy or completeness of any such Property descriptions.

Documents: Prospective Bidders are strongly advised to visit regularly the Property Page on the Website to thoroughly review with your attorney (a) the form Letter Agreement, (b) all disclosure documentation (if any) (c) other pertinent other property information including sales terms (if any) and (d) any changes made to (a), (b) or (c) prior to the Auction. All bids must be based on the terms set forth in such documents and each Winning Bidder shall accept all such terms. Acceptance of a Seller's confidentiality agreement may be required to access said documents.

Exclusion/Disclaimer of Warranty: Auctioneer makes no representation or warranty as to the accuracy or completeness of any information regarding the Property, including but not limited to information contained on-line on the Website and/or the Property Page, in any Auction advertising, in the Auction brochure or in the Property Information Packages available at the Property and/or the Auction.

By submitting a bid or registering as a Bidder and bidding at the Auction, each Bidder shall be deemed to represent and warrant (a) Bidder shall not misrepresent its ability to close the transaction pursuant to the terms and conditions of sale, (b) Bidder has the capacity to close the transaction, (c) Bidder has actual authority to enter a bid and to enter into an agreement to purchase the Property, and (d) Bidder is an owner of a unit in the Fifth & West Residences.

WITHOUT LIMITING ANY OTHER PROVISION OF THESE TERMS AND CONDITIONS OR THE LETTER AGREEMENT, SUBJECT TO ANY RIGHT TO TERMINATE THE LETTER AGREEMENT BASED ON ITS TERMS AND CONDITIONS, ALL BIDDERS ACKNOWLEDGE AND AGREE THAT THEY ARE BIDDING FOR AND, IF THE WINNING BIDDER CONFIRMED BY THE SELLER, WILL ACQUIRE THE PROPERTY IN ITS STATE AND CONDITION AS OF AUCTION DAY, WITH ALL DEFECTS, BOTH PATENT AND LATENT, INCLUDING THOSE LATENT DEFECTS KNOWN TO THE SELLER AND DISCLOSED BY THE SELLER TO THE BIDDERS, AND WITH ALL FAULTS, WHETHER KNOWN OR UNKNOWN, PRESENTLY EXISTING OR THAT MAY HEREAFTER ARISE. ALL PROSPECTIVE BIDDERS ACKNOWLEDGE AND AGREE THAT AUCTIONEER HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATION, WARRANTY, PROMISE, COVENANT, AGREEMENT OR GUARANTY OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO THE PROPERTY.

Designation: In accordance with the Letter Agreement, once all amounts owed by the Winning Bidder are paid to Heritage Title Company, the Winning Bidder will be designated as the party having the exclusive use of the Properties.

3. BIDDING PROCEDURES

Online Auction:

After the auction opens, and once registered and confirmed by Auctioneer, simply enter your bid amount (on the auction webpage) and confirm the amounts on the bid detail page and your bid will be placed. Bid increments are set by the Auctioneer. You must bid above the current high bid by a minimum of the bid increment PLUS the amount of the next lowest bid. You may add a maximum bid amount which will force other bidders to bid above your maximum bid to beat you with the system bidding on your behalf up to your maximum bid. The Auction end date will automatically be extended if two bidders are active in the last minute of the Auction. If there are no more competing bids in the final minute, the Auction will end. Each item will be offered separately and the end dates are set five minutes apart to allow bidders who did not win, to compete on the next item.

Winning:

All high Bidders (each a “High Bidder”) will be required to execute a Letter Agreement for that Property on a form that will be provided by the Seller (collectively, the “Letter Agreement”), a copy of which will be available for inspection on the respective Property Page. The executed Letter Agreement will include the specific sales terms that will be included on the Property Page. Please note that the Letter Agreement only constitutes an offer to purchase the subject Property and does not become a binding contract unless and until it has been accepted and executed by the Seller. If an offer is accepted by the Seller, the High Bidder shall become the “Winning Bidder.” As between Seller and Winning Bidder, to the extent of any conflict or inconsistency between the Letter Agreement and these Terms and Conditions, the Letter Agreement will control.

If no Bidders meet the Reserve Price, the Seller is under no obligation to entertain any offer for the Property; however, each Seller has the right to entertain and accept an offer from a High Bidder whose bid is lower than the Reserve Price. Auctioneer’s use of the term “Sold” at the Auction simply confirms the bidder is the High Bidder and not the Winning Bid until confirmed by the Seller.

The Letter Agreement and other contracts will be sent via email to be electronically signed via DocuSign or in the case of a Live Auction signed on site. If not executed within 48 hours of the Auction your offer will be deemed withdrawn. Auctioneer is in no way responsible for technical issues which could impede your ability to bid on any properties.

AUCTIONEER DOES NOT WARRANT THAT THE WEBSITE OR ITS ONLINE BIDDING SERVICES, INCLUDING WITHOUT LIMITATION ANY THIRD-PARTY SOFTWARE, PRODUCTS OR OTHER MATERIALS USED IN CONNECTION WITH THE WEBSITE, WILL BE TIMELY, SECURE, UNINTERRUPTED OR ERROR FREE, OR THAT DEFECTS WILL BE CORRECTED.

Payment of Deposit and Remaining Balance: Upon executing the Letter Agreement, High Bidder shall be required to wire a sum to be set forth on the Property Page (the "Earnest Money Deposit"). All monies will be immediately deposited with an escrow agent or closing attorney designated by Seller. The balance of the Total Purchase Price, along with all other costs and/or fees, must be paid as required in the Letter Agreement.

Closing: All sales shall close through the designated closing agent or attorney in a maximum time frame shown on the property detail page unless prohibited by law in which case the buyer may choose. Actual scheduled closing dates will be set by the escrow company or closing attorney,

Please note that each Seller has the right to remove its Property or Properties from the Auction Event at any time, either before or after bidding has been completed. In the event a Property is removed after bidding has been completed, the Winning Bidder's sole remedy shall be the refund of all sums actually paid as an Earnest Money Deposit. Neither Seller nor Auctioneer shall have any further obligation whatsoever to any Bidder in respect of any Properties withdrawn by any Seller as described in this section.

Seller and/or Auctioneer may reject or ignore a bid from a Buyer it deems not qualified based on the financial information provided or not provided, or prior history/reputation of buyer in the sole discretion of the Seller and/or Auctioneer.

4. AUCTION DETAILS

Reserve Price: Unless otherwise noted as "Absolute Auction" (Sold without minimum price): or "Minimum Bid Auction" (Sold without reserve subject to receipt of the Minimum Bid) ALL PROPERTIES HAVE A RESERVE PRICE; meaning the Seller of each Property has established an unpublished, minimum selling price. By participating in the Auction, you agree and acknowledge that the "starting bid" or the "listing price" may not be the Reserve Price. In order to become the Winning Bidder for a Property, a Bidder must meet or exceed the Reserve Price and have the highest bid and the Seller must confirm that bid by executing the Letter Agreement. If no Bidders meet the Reserve Price, the Seller is under no obligation to entertain any offer for the Property; however, each Seller has the right to entertain and accept an offer from a High Bidder whose bid is lower than the Reserve Price.

Auctioneer reserves the right to reject any bid that Auctioneer believes was made illegally or in bad faith. In the event of a dispute among bidders, Auctioneer may, in its sole discretion, either accept what it deems to be the final bid or solicit further bids on the Property in dispute. In the event of any dispute concerning the high bid price for a Property, the record kept by Auctioneer

shall control. The Seller may withdraw a Property at any time prior to the completion of the Auction.

Subject to Confirmation: All High Bidders acknowledge and agree that High Bidder's right to purchase a Property is subject to, and contingent upon, the Seller approving the purchase, which shall be given or denied in Seller's sole and absolute discretion. Until the Letter Agreement is mutually accepted, no party shall be bound to purchase or sell the Property.

Breach. IF WINNING BIDDER DOES NOT EXECUTE A LETTER CONTRACT AT ITS WINNING BID PRICE OR BREACHES THESE AUCTION TERMS, THE WINNING BID MAY BE REJECTED AND THE PROPERTY MAY BE IMMEDIATELY RESOLD TO ANOTHER BUYER.

No Agency. Auctioneer is not acting as an agent for any Bidder in any capacity.

6. ARBITRATION OF DISPUTES

BY BIDDING AT THE AUCTION, WHETHER IN PERSON, ON-LINE, OR BY PROXY, EACH BIDDER ACKNOWLEDGES AND AGREES IRREVOCABLY THAT ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THESE TERMS AND CONDITIONS AND/OR THE AUCTION, WITH THE EXCEPTION OF THOSE CONTROVERSIES OR CLAIMS SPECIFICALLY EXCLUDED BELOW, SHALL BE SETTLED BY BINDING ARBITRATION HELD IN THE COUNTY WHERE PROPERTY IS LOCATED BEFORE A RETIRED JUDGE OR JUSTICE IN ACCORDANCE WITH THE AMERICAN ARBITRATION ASSOCIATION ("AAA") COMMERCIAL ARBITRATION RULES ("AAA RULES"), AND, WHERE APPROPRIATE, THE AAA'S SUPPLEMENTARY PROCEDURES FOR CONSUMER RELATED DISPUTES ("AAA CONSUMER RULES"). IF AUCTIONEER AND BIDDER ARE UNABLE TO AGREE ON A RETIRED JUDGE OR JUSTICE, EACH PARTY WILL NAME A RETIRED JUDGE OR JUSTICE AND THE TWO NAMED PERSONS WILL SELECT A NEUTRAL JUDGE OR JUSTICE WHO WILL ACT AS THE SOLE ARBITRATOR. THE PREVAILING PARTY IN ANY ARBITRATION OR OTHER COURT PROCEEDING SHALL BE AWARDED ITS REASONABLE COSTS AND ATTORNEYS' FEES INCURRED IN CONNECTION WITH THE DISPUTE. THE ARBITRATION AWARD SHALL BE FINAL AND BINDING ON THE PARTIES, AND JUDGMENT ON THE AWARD MAY BE ENTERED BY ANY COURT OF COMPETENT JURISDICTION. THE DETERMINATION OF WHETHER A DISPUTE IS SUBJECT TO ARBITRATION SHALL BE GOVERNED BY THE FEDERAL ARBITRATION ACT AND DETERMINED BY A COURT RATHER THAN AN ARBITRATOR. YOUR ARBITRATION FEES AND YOUR SHARE OF ARBITRATOR COMPENSATION SHALL BE GOVERNED BY THE AAA RULES AND, WHERE APPROPRIATE, LIMITED BY THE AAA CONSUMER RULES.

ANY ARBITRATION SHALL BE LIMITED TO THE DISPUTE BETWEEN AUCTIONEER AND BIDDER INDIVIDUALLY. TO THE FULL EXTENT PERMITTED BY LAW, (1) NO ARBITRATION SHALL BE JOINED WITH ANY OTHER; (2) THERE IS NO RIGHT OR AUTHORITY FOR ANY DISPUTE TO BE ARBITRATED ON A CLASS-ACTION BASIS OR TO UTILIZE CLASS ACTION PROCEDURES; AND (3) THERE IS NO RIGHT OR AUTHORITY FOR ANY DISPUTE TO BE BROUGHT IN A PURPORTED REPRESENTATIVE CAPACITY ON BEHALF OF THE GENERAL PUBLIC OR ANY OTHER PERSONS.

THE FOLLOWING DISPUTES ARE NOT SUBJECT TO THIS BINDING ARBITRATION PROVISION: (1) ANY DISPUTES SEEKING TO ENFORCE OR PROTECT, OR CONCERNING THE VALIDITY OF, ANY OF YOUR OR AUCTIONEER'S INTELLECTUAL PROPERTY RIGHTS; (2) ANY DISPUTE RELATED, OR ARISING FROM, ALLEGATIONS OF INVASION OF PRIVACY OR UNAUTHORIZED USE; (3) ANY CLAIM FOR INJUNCTIVE RELIEF; AND (4) ANY CLAIM UNDER THE LETTER AGREEMENT.

WITH RESPECT TO DISCOVERY IN ANY ARBITRATION PROCEEDING, NO MORE THAN 45 CALENDAR DAYS BEFORE THE ARBITRATION, A PARTY MAY SERVE A DOCUMENT REQUEST CALLING FOR ANY DOCUMENT THAT WOULD BE DISCOVERABLE IN CIVIL LITIGATION PURSUANT TO THE CALIFORNIA CODE OF CIVIL PROCEDURE. THE PARTY SERVED WITH THIS REQUEST SHALL DELIVER THE REQUESTED DOCUMENTS AND ANY OBJECTIONS WITHIN 15 BUSINESS DAYS. THE ARBITRATOR MAY RESOLVE ANY DISPUTE OVER THE EXCHANGE OF DOCUMENTS. THEREAFTER, EACH PARTY MAY TAKE NO MORE THAN FOUR DEPOSITIONS, WHICH SHALL LAST NO MORE THAN SIX HOURS EACH. THE ARBITRATOR MAY RESOLVE ANY DISPUTE OVER DISCOVERY AS SUCH DISPUTE WOULD BE RESOLVED IN CIVIL LITIGATION PURSUANT TO THE CODE OF CIVIL PROCEDURE

BY AGREEING TO HAVE ANY DISPUTE THAT IS SUBJECT TO THIS "ARBITRATION OF DISPUTES" PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW, YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL, AS WELL AS YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, EXCEPT TO THE EXTENT THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THIS "ARBITRATION OF DISPUTES" PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CODE OF CIVIL PROCEDURE.

7. GENERAL AUCTION INFORMATION

Auctioneer has the right to postpone or cancel the Auction at any time, with or without advance notice, and to change any terms of the Auction or particular conditions of the Auction upon announcement prior to or during the course of the Auction. Seller and Auctioneer have the right to withdraw any Property from the Auction at any time, with or without advance notice.

Announcements made by the Auctioneer or its announcer at the Auction (posted online or distributed via email) shall supersede and take precedence over all prior oral or written terms and conditions – including these Terms and Conditions. The Auctioneer may rearrange the order or sequence of the Auction, modify the Auction Terms and Conditions, reject any or all bids and/or advance the bidding. In the event of a dispute among Bidders, the Auctioneer shall make the sole and final decision to either accept the high bid as the Winning Bid or to re-offer and resell the Property in dispute.

Auctioneer shall not be liable for any damages of any type or nature (whether in contract, tort or otherwise) sustained or claimed by any Bidder or any other person or entity in connection with the Auction and/or the sale of any Property. Without limiting the foregoing, in no event shall Auctioneer's liability to any Bidder for any act or omission occurring in connection with the

Auction exceed the amount that such Bidder has actually paid to Auctioneer as a deposit or as payment for a particular Property.

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 in which the property is located. Upon execution of the Letter Agreement, all rights and remedies with respect to the Property covered by such Letter Agreement shall be governed by such Letter Agreement. In the event of any dispute arising between Auctioneer and any Bidder, whether or not subject to arbitration pursuant to Section 7 above, the prevailing party will be awarded its reasonable costs and attorneys' fees.

Offers made at 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 limiting the foregoing, any website, advertisement 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. All bidding is open to the public without regard to race, age, sex, religion, national origin, handicap, marital status or sexual orientation