

TERMS AND CONDITIONS FOR THIS ACCELERATED SALE

Deposit Amount:

A \$10,000 initial deposit is due when offers are submitted. The successful purchaser will be required to make an additional \$40,000 deposit within three (3) days of fully ratified contract.

Online Participation: PRIOR TO MAKING OFFERS, participants must do one of the following:

- Provide a MasterCard, Visa or Discover credit card with open credit of \$10,000.00; or
 - Agreeing to the terms is authorization to place a hold on a major credit card.
 - A 3% handling charge is to be added for all major credit cards except American Express
 - A 4% handling charge is to be added for all American Express credit cards.
- Deliver \$10,000.00 in cash, certified or cashier's check, or wire transfer, made payable to Motleys Asset Disposition Group.
- If the deposit, online or in-person, is not confirmed and processed at the time of sale, Motleys reserves the right to immediately reacquire the property. This will be considered a default by the buyer (see "Conditions of Default").
- Motleys reserves the right to revoke all bidding privileges for any buyer, online or in-person, that does not fully comply with all terms and conditions set forth in this auction.

Buyer's Premium:

A Buyer's Premium of ten percent (10%), will be added to the high offer for the real property and included in the total selling price paid by the buyer. For example, if the successful offer on a given property is \$100,000, the ten percent buyer's premium will equal \$10,000, and the purchase price for the property will be \$110,000.

Broker Co-op:

Motleys will pay a three percent (3%) Broker Participation Fee (based on successful offer) to broker representing the winning participant on the real property.

Closing: TIME IS OF THE ESSENCE WITH RESPECT TO ALL CLOSINGS!

The successful buyer must sign all documents and contracts in the time referenced below and will be required to make an appointment with the closing agent to pay the balance of the purchase price and receive the deed to the property. All closings must occur within 30 days, unless otherwise specified in the Purchase Agreement. Buyer acknowledges and agrees that time is of the essence. Said premises are to be conveyed by Marketable Deed from all owners of record and free and clear of all liens. If you are the successful participant, you will be required to sign a purchase and sale agreement or similar agreement or document and other necessary documents in the form established by Motleys, within one (1) hour after the close of sale. The terms of the Purchase Contract are expressly non-negotiable, and the Purchase

Contract must be signed in the name of the successful participant and, except as may specifically be permitted by the terms of the Purchase Contract or expressly agreed upon in writing by the Seller or Motleys in their sole discretion, may not be assigned to any other person or party. The Purchase Contract and such other documents will set forth the specific terms and conditions of the sale, including the time by which the successful participant's purchase of the property must be completed. Copies of some or all of these documents are available on Motleys website or may be obtained from Motleys, and it is your responsibility to obtain, read, and understand the provisions of any such documents before making offers at this sale.

Closing Costs: The deed shall be prepared and acknowledged by Seller at Seller's expense and recorded at the expense of Buyer. The buyer shall pay all title searches, title insurance charges, survey expenses, usual conveyance expenses, and recordation taxes, including the Grantor's and Grantee's Tax. Real estate taxes, rents, water and sewer charges, if any, will be prorated as of the date of closing. Successful purchasers must pay all wire transfer fees. Sale of the property is not contingent upon the buyer obtaining financing.

Offers:

All Offers are open to the public without regard to race, color, sex, religion, or national origin. As used in these conditions of sale, the term "the final offer" means the highest offer acknowledged by the party conducting the sale, and the term "purchase price" means the sum of the final offer. The highest offering acknowledged by the party conducting the sale at the end of the sale shall be the buyer of that real property. The party conducting the sale has the right to reject any offer or raise any offer which, in his opinion, is not commensurate with the value of the property being offered. The party conducting the sale may advance the offering at his absolute discretion and, in the event of any dispute between registered participants, may determine the successful participant or re-offer and resell the property in dispute. Should there be any dispute after the sale, the record of final sale shall be conclusive.

Offer Intervals:

To be determined by the party conducting the Sale.

Extended Offering Time Online Participation, when available:

Notwithstanding the scheduled closing time for this sale, if an offer is made at any time during the final five (5) minutes of the scheduled offering time, the offering time will automatically be extended. Subsequent and additional extensions shall be applied to any and all offers placed during any such extension period until an extension period has expired without additional offers being placed, at which time the offering time, as extended, shall be closed.

Offer Execution:

Offers which are submitted to Motleys in writing or otherwise left with Motleys prior to a sale (Order Offerings) for execution at or below a specified price shall be entertained and executed by Motleys for the convenience of participants. Motleys shall not be responsible for failing to execute such offers or for errors relating to the execution of such offers.

For online offers, Motleys is not responsible for failing to execute offers due to participants' technological difficulties.

Technical Problems:

Online Offers: Motleys has made reasonable efforts to provide for online offers for this sale. You recognize and acknowledge, however, that technical problems with hardware, software, or internet connectivity, as well as human errors, may arise and may affect, without limitation, the sale website, our online offering program and process, your or our internet service and access, and your connection to this sale offering program and process. You further acknowledge that these and other technical problems may develop at any time and with or without notice. You acknowledge and agree that neither we nor the Seller is in anyway responsible for any such technical problems, and that you have no absolute or other right to be able to make offers on this sale in the event of any such technical problems. Notwithstanding the foregoing, you further acknowledge and agree that, in the event of any such technical problems, we reserve the right to postpone or cancel the sale and/or extend the offering time for this sale and/or relist the property for sale at another time, in our sole discretion, and that our decision with regard to any such actions is and will be final. Participants must take care in entering offers, and each Participant will be responsible for all offers placed under the Participant's approved registration. Once entered and recorded online, an offer is deemed to be final on behalf of the registered Participant and may not be modified, retracted or rescinded in whole or in part.

Offer Acceptance:

All offers are subject to Seller Approval. Motleys will inform the Participant with the highest offer once the offer has been considered.

Conditions of Default:

If successful participant defaults in making settlement, the deposit paid by that defaulting successful participant shall be forfeited, and the property purchased by such defaulting successful participant may either be resold at the risk and expense of such party or Seller may accept the next highest available offer at the sale. Such defaulting successful participant shall be liable personally for any deficiency resulting from the resale of the property it purchased at a lower price as well as for all costs, expenses, and attorneys' fees in connection with such resale. The forfeiture of such deposit shall not limit any rights or remedies of Seller with respect to any such default.

Controlling Law:

The respective rights and obligations of the parties with respect to the Conditions of Sale and the conduct of the sale shall be governed and interpreted by the laws of the Commonwealth of Virginia. By making an offer at the sale, whether present in person or by agent, written offer, telephone, online or other means, the participant shall be deemed to have consented to the jurisdiction of the state and federal courts of the Commonwealth of Virginia.

Inspection:

All property is being sold "where is," "as is," "with all faults," with no representations or warranties of any sort except the general warranty to be included in the deed to the real property. Descriptions are provided as a service to customers only and do not constitute a warranty, either expressed or implied. Motleys disclaims all responsibility for physical condition. All buyers are responsible for prior inspection of properties on which they make an offer, and by making an offer(s) are deemed to have so inspected the property to their satisfaction. Placing an offer, whether in person, or by agent, or other means, constitutes an agreement by participant to these conditions of sale. Motleys and their agents and subagents assume no liability for errors or omissions in this or any other property listing or advertising or promotional/publicity statements and materials. Although information has been obtained from sources deemed reliable, Motleys makes no guarantee as to the accuracy of the information herein contained or in any other property listing or advertising or promotional/publicity statements and materials.

Release:

The successful participant must agree to release any and all claims or causes of action it may have against beneficiary and Motleys (or the employees or agents of either of them) relating in any way to (a) the sale, (b) the property offered for sale, (c) any condition or aspect of such property that may not be in compliance with any federal, state, or local law, regulation, or ruling including, without limitation, any laws, regulations, and rulings relating to environmental contamination or hazardous waste, and/or (d) any documents, reports, complications, financial statements, projections, surveys, or any other documents delivered to such successful participant by Motleys, and/or the beneficiary, or the agents or employees of either of them (collectively, the "Accommodation Documents"). The successful participant must acknowledge and agree that the beneficiary, Motleys, and the agents or employees of any of them have not made and do not make and have disclaimed any and all representations or warranties regarding the truth, accuracy, or completeness of any of the documents provided the successful participant relating to the property purchased or the sources thereof and that such documents were provided solely as an accommodation to such successful participant.

Governmental Authorizations:

The successful participant for the real property will be responsible for obtaining, at its expense, the approval for any license, privilege, permit, or right necessary to improve, renovate, and/or develop the real property, or to construct, improve, and/or alter any improvements on the real property, and such successful participant will be responsible for the fulfillment of any conditions imposed or required for such approvals. The sale will be final whether or not any such approvals are obtained of any necessary or desirable licenses, permits, privileges, or rights.

Megan's Law Disclosure:

Interested parties should exercise whatever due diligence they deem necessary with respect to information on registered sexual offenders who might live near a property being offered for sale. Such information may be obtained by contacting your local police department or the Department of State Police.