

ONLINE REAL ESTATE AUCTION TERMS AND CONDITIONS

This property is offered under the specific Terms & Conditions provided herein. Please read and review these Terms and Conditions thoroughly prior to bidding on any property. The purchase contract includes and adopts the Terms and Conditions language. If you have not read and reviewed the Terms and Conditions or do not completely accept the Terms and Conditions – **DO NOT BID.**

These Bidding Procedures set forth the terms by which prospective bidders may qualify for and participate in the Auction, thereby competing to make the highest or otherwise best offer for the Purchased Assets. The sale of the Purchased Assets (the “Sale”) shall be free and clear of any and all claims, liens, and other encumbrances, except permitted encumbrances identified in these Bidding Procedures.

1. **PURCHASED ASSETS:** For purposes of a Sale, the “Purchased Assets” may consist of any of the following:

A tract of land bearing municipal address of 134 Old Winnfield Road, Jonesboro, Louisiana, and commonly referred to as the “Sleep Inn-Jonesboro” (the “Business Real Estate and Improvements”). Bids may include the hotel business records, employee records, billing records, financial statements, licenses, business property, and goodwill (“Business Assets”), and possibly the assumption and assignment of franchise and other contractual rights with may be subject to consent of, and agreement with, the particular counterpart (“Executory Contracts”).

A tract of land which includes approximately 7.2 acres and all improvements thereon, more specifically described as 7.2 acres on Bond Street.

A tract of land which includes approximately 5.37 acres and all improvements thereon, more specifically described as 5.37 acres on Bond Street.

A tract of land which includes approximately 12.23 acres and all improvements thereon, more specifically described as 12.2 acres on Bond Street.

2. **DEPOSIT:** Winning bidder will supply a **10% nonrefundable deposit** in the form of a certified check, cash or wire transfer within 24 hours of the close of auction, with the balance of purchase price due at closing for the building located at 134 Old Winnfield Road, Jonesboro, LA.

A **10% nonrefundable deposit** in the form of a certified check, case or wire transfer within 24 hours of the close of auction, with the balance of purchase price due at closing for any of the three land tracts (7.2 Acres on Bond Street; 5.37 Acres on Bond Street; 12.2 Acres on Bond Street). Purchaser shall be responsible for all wire transfer fees. Funds will be held by DURRETT LAW AND TITLE who will be the closing/title agent.

3. **BIDDING PROCEDURES:** These are online auctions only. Bidders wishing to participate will review the Terms and Conditions for the property(ies). If they agree with these Terms and Conditions, they can register at www.twincreeksufruston.com/auction-listings, and then click the "VIEW AUCTION" button. Upon registration and approval by the Auctioneer, when the auction begins, the bidder will submit their bid in appropriate increments as described on the auction platform online.

4. **CLOSING:** Closing date will be no more than forty-five (45) days after winning bidder signs contract. Cash or Cashier's Check are accepted as payment from winning bidder and/or their lending institution.

5. **BUYERS PREMIUM:** There will be a 5% buyer's premium added to the bid price of the property located at 134 Old Winnfield Road, Jonesboro, LA, to arrive at the final purchase price. Example: Bid Price \$100,000 plus an 5% buyer's premium equals a contract purchase price of \$105,000.

There will be a 7% buyer's premium added to the bid price for any of the three land tracts to arrive at the final purchase price. Example: Bid Price \$100,000 plus an 7% buyer's premium equals a contract price of \$107,000.

All online only auctions are a cash sale unless otherwise specified and are not contingent on or subject to financing, appraisal, survey or inspections of any kind, as agreed to by bidders at registration prior to bidding.

6. **AUCTION TIME AND END TIME:** FRIDAY, APRIL 26, 2019, 10:00 AM TO TUESDAY, APRIL 30, 2019 2:00PM -TWIN CREEKS REALTY, LLC

Auctions are timed events and all bidding will close at a specified time. TWIN CREEKS REALTY, LLC Auctions also have an auto extend feature. Any bid placed in the final minutes of an auction will cause the auction ending to be automatically extended from the time the bid was placed. Example: if an auction scheduled to close at 2:00 receives a bid at 1:59, and the extended bidding time for that auction is 5 minutes, the close time will automatically extend to 2:04. The auto extend feature remains active until no further bids are received within the specified time frame.

7. RESERVE PRICE: All tracts listed herein will have a RESERVE in the auction(s) by bidders meeting the opening bid price, having no less than 2 bidders who bid, and have at least 3 bids total in the auction bid cycle per auction. Once that is achieved, the sale will be to the highest bidder.

8. ACCEPTANCE OF BID PRICES: Successful bidder(s) will be required to enter into a purchase agreement immediately following the close of the auction. TWIN CREEKS REALTY, LLC and or the listing agent will make arrangements to immediately meet with the successful bidder or e-mail documents to be executed and/or e-mailed back to TWIN CREEKS REALTY, LLC and/or the listing agent within 24 hours of the end of the auction. Bidder(s) will also sign an Agency Disclosure, Dual Agency (if applicable), and appropriate addendums. Successful bidders not executing and returning contracts and proper documentation with earnest money deposit within 24 hours will be considered in default. Any and all inspections that a buyer may want must be done at buyer's expense prior to auction.

9. EXECUTORY CONTRACTS AND LEASES: Winning Bidder must identify any and all executory contracts and unexpired leases that the Bidder wishes to have assumed and assigned to it at closing, and provide for the payment of all cure amounts payable with respect to such contracts and leases.

10. SALE LESS AND EXCEPT CASE AND ACCOUNTS RECEIVABLE: The Sale of the Business Real Estate and Improvements will be less and except cash and accounts receivable collected or accrued prior to the date of Sale is consummated. Further, if the "Winning Bid" (as defined herein) includes the Debtor's business accounts and financial statements, said purchaser must agree to bill for all goods and services which are provided

by and/or performed by the Debtor before the sale and provide Debtor an account for all cash receipts from said billings.

11. **BACK-UP BIDDER:** If the Winning Bidder fails to consummate the Sale, (a) the Seller and/or Debtor may consummate the Sale with the next highest or best bidder at the Auction (i.e., the “Back-Up Bid” and the Qualified Bidder submitting such bid, the “Back-Up Bidder”), without the need for further approval process, (b) the Seller and/or Debtor will maintain the right to pursue all available remedies against the Winning and Back-Up Bidders.

12. **AGENCY:** TWIN CREEKS REALTY, LLC is a real estate brokerage company with licensed real estate agents under Broker David Alan Smith in the state of Louisiana, as well as licensed Auctioneer David Alan Smith, #2031. In the event that any property being auctioned should fall into any category of dual representation (same agent and/or party representing more than one party in the same transaction), then all parties are to be advised of the concept of dual agency, and all parties must be informed of consent. To be fully informed of consent for dual agency, and for what you are granting consent, go to www.lrec.gov, Forms, Mandatory Forms, Disclosure and Consent to Dual Agency Form.

13. **BIDDER VERIFICATION:** All bidders must provide a funding letter from a banking institution so that TWIN CREEKS REALTY, LLC staff can verify bidder(s) has capabilities without contingencies to perform the sale in the event they are declared the winning bidder. The personal banker’s full name, email address, and contact phone number will need to be supplied on the bank funding verification document. TWIN CREEKS REALTY, LLC reserves the right to deny registration if it can NOT validate the ability of the bidder to complete the sale. Alternate proof of financial ability to perform may include, but not be limited to, current financial statements, contact name(s) and number(s) for verification of debt and equity financing sources, and evidence of the potential bidder’s internal resources and proof of unconditional debt funding commitments from a recognized banking institution or alternative lending source. The identity of all bidders can be verified, bidding rights are provisional, and if complete verification is not possible, TWIN CREEKS REALTY, LLC will reject the registration, and bidding activity will be terminated. The Seller and Selling Agents and Auction Company reserve the right to preclude any person from bidding if

there is any question as to the person's credentials, fitness, etc. Bidders agree to keep their username and password confidential as they are responsible for ANY and ALL activity involving their account. When using the website, you must obey any and all local state and federal laws. Violations will result in termination of website use privileges.

14. BID DEPOSITS: \$2,500 HOLD on bidder registration debit or credit card.

15. PROPERTY OFFERINGS & REMOVALS: TWIN CREEKS REALTY, LLC, according to its discretion, may offer property by the tract, acre, unit or by the lot. TWIN CREEKS REALTY, LLC, with the consent of the Seller has the right to remove a property from the auction before bidding is completed.

16. AUCTION PARTICIPATION AND COMPLIANCE WITH TERMS: By participating in an auction, bidders represent, irrefutably warrant and covenant that:

- They shall not misrepresent their ability to close the transaction pursuant to the Terms and Conditions of the auction.
- They have the capacity to close the transaction and that any bid they make on the item constitutes an irrevocable offer to buy the item for the full amount of the bid plus buyer's premium.
- They have the legal authority to enter into an agreement to purchase the item.
- They shall forfeit all deposits or otherwise pay as liquidation damages all monies paid if payment is not made in full by the time specified.

17. AUCTION PARTICIPATION AND BIDDING ERRORS: Immediate notification is required if a mistake is made in bidding. Bidders may still be held responsible for the bid.

18. NEW DATA, CORRECTIONS, AND CHANGES: Please log in prior to scheduled bid closing time to inspect any changes, corrections, or additions to the property information.

19. DISCLAIMER; ABSENCE OF WARRANTIES: All information contained about the property and related materials are subject to the Terms and Conditions. The property is being sold on an "AS IS, WHERE IS" basis, with all faults, and without representations or warranties of any kind, either expressed or implied, concerning the property. All sketches and

dimensions on the website or on the internet are approximate. Each potential bidder is responsible for conducting his or her own independent inspections, investigations, inquiries, and due diligence concerning the property prior to bidding. The information contained in the Terms and Conditions or related materials is subject to verification by all parties relying on it. No liability for its accuracy, errors, or omissions is assumed by the Seller, Sellers Agent or the Auction Company. Conduct of the auction and increments of bidding are at the direction and discretion of the Auctioneer. All decisions of the Auction Company are final. By bidding on the property at auction, buyer agrees to all Terms and Conditions set forth here and in the auction, as well as those set at beginning of the auction.

20. **TRANSFER OF TITLE:** Transfer of title will be by Act of Cash Sale with warranty of title customarily used in Jackson Parish, Louisiana. Title will transfer to Buyer free and clear as determined by title company at closing.

21. **BROKER CO-OP:** If Buyer will be using a licensed Real Estate Agent where a commission co-op has been listed and offered; for the Agent to be eligible to claim the co-op, the Agent must make contact initially to Twin Creeks Realty Auctioneer on behalf of the Buyer before Buyer makes contact to any representative of Twin Creeks Realty, LLC, or registers for any type of bidding through Twin Creeks Realty websites.

22. **ACKNOWLEDGMENT OF DANGEROUS AUCTION SITE:** Potential bidders when inspecting and high bidders/purchasers or their agents acknowledge that an auction site is a potentially dangerous place. Every person enters the auction site at his or her own risk with notice of the condition of the premises and the activities that will be or have been conducted on the premises. High bidders will so advise their agents and employees. This acknowledged risk extends into all activities involved in the inspection of the subject property and preparation of the property for closing, including disconnection of utilities. Persons attending the auction site during preview, sale or inspection assume all risks of injury damage or loss of property and specifically release TWIN CREEKS REALTY, LLC, the seller and their agents from liability.

23. **MALFUNCTION, SHUTDOWN, AND LOSS OF SERVICE:** The results of the auction may be rendered void if malfunction, shutdown, or temporary loss of service occurs. In such an event, TWIN CREEKS REALTY, LLC

reserves the right to remedy the situation in whichever way best represents the Seller, including the cancellation of existing bids. Twin Creeks Realty, LLC shall not be held liable in any way for any malfunctions, shutdowns, or loss of service. Bidder acknowledges and understands that this service may or may not function correctly at the close of the auction. Under no circumstances shall Bidder have any kind of claim against TWIN CREEKS REALTY, LLC or anyone else if the internet service fails to work correctly during the close of the auction. TWIN CREEKS REALTY, LLC will not be responsible for any missed bids from any source. Internet bidders who desire to make certain their bid is acknowledged should use the maximum bidding feature and leave their maximum bid 24 hours before the close of the auction.

24. INDEMNIFICATION AND ACCEPTANCE OF AUCTION TERMS BY BIDDERS: Purchaser and Bidders agree to indemnify and hold harmless both the seller, their agent and TWIN CREEKS REALTY, LLC from and against all claims and liabilities resulting from any online auction, including but not limited to: proximate or consequential damages, failure to comply with local, state, or federal laws, and cost of legal expenses arising therefrom. No person shall have any claim against TWIN CREEKS REALTY, LLC, their respective agents or employees for any injuries sustained or damages to or loss of property that may occur on site. These Terms and Conditions, and all questions with respect to the interpretation of these conditions, shall be governed by and construed in accordance with the internal laws of the State of Louisiana, without regard to conflict of laws provisions. All bidders expressly consent to personal and exclusive jurisdiction in the courts of the State of Louisiana. In bidding, you consent to agreeing with all the Terms and Conditions stated above and any auction specific terms posted on each auction description and/or terms emailed to you and or terms posted on www.twincreeksfruston.com/auction-listings.

25. ADDITIONAL INFORMATION: Any legal questions should be referred to your attorney. This property will be offered, shown, and made available to all persons without regard to race, color, religion, national origin, handicap, familial status or sex. We gather aggregate information from this website which may include but is not limited to: number of page visitors, most visited pages, any and all correspondence.