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Auction Bidding Registration and Auction Terms and Conditions

LARNER GLOBAL GROUP, SAUL LARNER and RE/MAX ALLIANCE Group (and its employees, agents and representatives referred to collectively as "Auction Company"). may appoint an "Auctioneer" to act on its behalf with respect to any aspects of the auction process. For purposes of this agreement and any related documents ("Agreement"), Auction Company and Auctioneer shall be used interchangeably. Auctioneer will only accept bids from registered bidders. Registered bidders are not required to bid. However, in order to bid, guests of the auction sale must be registered in accordance with this document. Interested bidders must complete the required fields below, in addition to any other required registration forms in order to be eligible to bid. Bidders must execute Auction Bidding Registration and Auction Terms and Conditions signature page to the satisfaction of the Auctioneer prior to bidding.

AUCTION PROPERTY ADDRESS: 5260 Kachemak Drive, Homer, AK99603

LOCATION OF LIVE AUCTION WILL BE ANNOUNCED TO REGISTERED BIDDERS ON WEDNESDAY, MARCH 23, 2022.

I. BIDDERS INFORMATION

_____	_____
NAME	EMAIL
_____	_____
ADDRESS	CELL

IDENTIFICATION NUMBER (Driver License or Passport)

2. BIDDING AUTHORITY (Please select only one option)

I/We will not be attending the auction and will be bidding via phone through a LARNER GLOBAL GROUP representative.

The above-named Bidder as per Clause (1) wishes to submit bids by phone to a representative of Auction Company, on the day of auction, and to have those bids conveyed by the representative during and immediately after the Auction. The Auction Company representative is granted expressed authority to receive telephonic offers from Bidder and convey such bids at the Auction through the typical auction outcry process to Auctioneer. In the event Bidder is successful in purchasing the Property at Auction, Bidder's details shall be entered on the Purchase and Sale Agreement and joint closing instructions agreement.

Bidders Initials

I/We will not be attending the auction and an authorized person will be bidding on my/our behalf.

NAME OF AUTHORIZED PERSON COMPANY (if applicable)

CELL

The above named Bidder as per Clause (1) wishes to grant authority to the person identified in this agreement ("Agreement", listed above as Bidders' authorized person ("Designated Agent"), and the Bidder grants the designated Agent authority to convey bids on the Bidder's behalf during and immediately after the Auction. Designated Agent is granted express authority to convey bids at the Auction through the typical auction outcry process to Auctioneer on the instruction and guidance provided by the Bidder prior to and/or during the Auction. In the event the Bidder is successful in purchasing the Property at auction, the Bidder's details shall be entered on the Purchase and Sale Agreement and Joint Closing Instructions.

Bidders Initials

I/We are attending the auction by bidding online through Auction Company's website or other mobile application

The above Bidder as per Clause (1) wishes to submit bids via computer bidding platform or phone bidding application on the day of auction, and to have those bids conveyed by on Auction representative during and immediately after the Auction. Should the Bidder become unable for any reason to place bids via the online and/or mobile bidding application, the Auction Company and Bidder acknowledge the conveyance of bids may take place over the phone. The Auction Company is granted expressed authority to receive such offers from Bidder and convey such bids at the Auction through the typical

auction outcry process to Auctioneer. If Bidder is successful in purchasing the Property at Auction, Bidder's details shall be entered on the Purchase and Sale Agreement and Joint Closing Instructions agreement.

I/We will be attending the auction and will be bidding on behalf of a Company or Trust (if applicable)

NAME OF COMPANY OR TRUST REPRESENTING BROKER/AGENT INFORMATION (if applicable)

NAME

BROKERAGE/COMPANY

4. CAUTION TO BIDDERS

As a bidder, one who is making bids ("Bidder"), you agree to the instructions, terms and conditions of this Auction as stated in these terms and conditions ("Auction Terms and Conditions" or "Terms and Conditions"). The successful bidder {the "Buyer"} is legally obligated to complete the purchase. Failure to complete a purchase constitutes a breach of contract and will result in loss of Earnest Money and a bar from future sales. Buyer may also be subject to monetary damages and any other remedies permitted by law. Therefore, when you make a bid, you must be prepared to complete the purchase without any cancellation under any circumstances.

5. READ THESE TERMS OF SALE CAREFULLY

By participating in the Auction, you agree to these Terms and Conditions and make representations as set forth below. These Terms and Conditions are legally binding and if you breach any of them the Auction Company or the Seller of the Property (as defined in registration documents) at the Auction sale ("Seller") may seek monetary, equitable and legal relief. Note that the Terms and Condition as set forth below include an agreement by which you release Seller and Auction Company of all liability arising from the Property purchased at this Auction.

NAME

BROKERAGE/COMPANY

6. TERMS OF SALE ("AUCTION TERMS AND CONDITIONS", "TERMS")

- A. Bidder Registration. All Bidders must be approved and registered by 5:00pm on the Bidders Registration Deadline by Wednesday, March 23, 2022. Auctioneer may approve a person as a Bidder only if the person has shown a valid government-issued photo identification card to auction company, executed the signature page to these Auction Bidding Registration and Auction Terms and Conditions, to the satisfaction of Auction Company. Upon satisfying the Bidder's Registration requirements set forth in this paragraph, and showing proof of Earnest Money Deposit as described in paragraph {d), Bidder s shall be issued an auction paddle with which to place bids.
- B. Agreement to Close upon Successful Bid. Bidder is agreeing to close on the Property upon a successful bid. If Bidder is not certain that they want to purchase the Property, Bidder should not bid on the Property. If Buyer wishes to inspect the Property prior to purchase and has not done so, Bidder should not bid on the property. Successful bidders must have adequate financial resources to fulfill bid commitments. If Bidder successfully bids on the Property, Buyer shall enter into a contract with the Seller to purchase the Property for the bid amount, immediately after being declared the successful bidder by the Auctioneer. This is binding and obligates Buyer to purchase the Property notwithstanding any other presumptions, documents, representations, or anything contrary.
- C. Purchase and Sale Agreement. The successful bidder for each property shall execute a Purchase and Sale Agreement and Joint closing Instructions (the "Agreement") for the Property immediately after being declared the successful bidder by Auctioneer. Documentation may also be forwarded for electronic signature. Successful bidder agrees to execute the Agreement and any other related documentation the same day as being declared the successful bidder. Copies of the Agreement are available for review prior to the Auction, at the auction, at the Auction information office or by calling Auctioneer. On the day of the Auction sale, no modification to the agreement will be accepted.
- D. Earnest Money: The Buyer purchasing the property will be required to deliver the Earnest Money equal to \$300,000 (the " Earnest Money") which must deliver to escrow company designated by Re/Max Alliance Group prior to bidding. Bidder must show proof of cleared funds deposited into the nominated closing agent 24 hours prior to Auction, unless an alternate method has been agreed upon prior to auction day.
- E. No Refund on Earnest Money. If the bid is accepted, the Earnest Money will not be refunded under any circumstances. Additionally, the Earnest Money shall be retained by the Seller or Auctioneer upon Buyer's failure to complete the Agreement and any related documentation, and close the sale, and Seller shall be entitled to proceed pursuant to the options set forth in paragraph (f) below.

- F. Failure to Pay Earnest Money or Refusal to Execute the Agreement. If Buyer fails to pay the Earnest Money or refuses to execute the Agreement, at Seller 's option:
1. The result of the Auction sale shall be treated as invalid and the Property may at such time be resubmitted to auction at the expense of the Buyer for reasonable auction expenses, OR
 2. The Seller may treat the Agreement as valid and enforce it by pursuing legal and equitable relief against the Buyer as they deem appropriate.
- G. Property Purchased "In Its Existing Condition" and Buyer's Release of Seller and Auctioneer's Liability. Buyer accepts the Property "in its existing condition" at time of closing, including any hidden defects known, unknown, or even those that should have been known. All properties will be conveyed by general warranty deed or quitclaim deed, unless otherwise stated. BUYER AND ANYONE CLAIMING BY, THROUGH, OR UNDER BUYER FULLY AND COMPLETELY RELEASE SELLER AND AUCTIONEER AND THEIR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS, REPRESENTATIVES, AND AGENTS FROM ANY AND ALL CLAIMS THAT BUYER MAY NOW HAVE OR ACQUIRE IN THE FUTURE AGAINST SELLER FOR ANY COST, LOSS, LIABILITY, DAMAGE, EXPENSE, DEMAND, ACTION, OR CAUSE OF ACTION ARISING FROM OR RELATED TO ANY CONSTRUCTION DEFECTS, ERRORS, OMISSIONS, OR OTHER CONDITIONS, INCLUDING ENVIRONMENTAL MATTERS, AFFECTING THE PROPERTY, OR ANY PORTION OF THE PROPERTY. THIS RELEASE INCLUDES CLAIMS OF WHICH BUYER IS PRESENTLY UNAWARE OR WHICH BUYER DOES NOT PRESENTLY SUSPECT TO EXIST WHICH, IF KNOWN BY BUYER, WOULD MATERIALLY AFFECT BUYER'S RELEASE OF SELLER, BROKER, AND AUCTIONEER. Buyer understands and agrees that the purchase price has been adjusted by prior negotiation to reflect that the Property is sold by Seller and purchased by Buyer subject to the foregoing.
- H. NO CONTINGENCIES Buyer acknowledges that this transaction is subject to any financing contingency or any other contingency, including but not limited to an inspection contingency, unless the terms of this Agreement includes a " Variation of Terms" in Paragraph O. By participating in the Auction Buyer represents to Auctioneer and Seller that Buyer possesses adequate financing and has done sufficient due diligence to bid on the Property and pay the amount bid and complete the sale. Further, by participating in the auction, Buyer acknowledges that Auctioneer and Seller are relying on Buyer's representation whether verbal or in any writing of sufficient funding. Buyer acknowledges that as a result of Buyer's participation in the Auction, Auctioneer and Seller will be injured if Buyer lacks sufficient financing or if Buyer has failed to adequately inspect the condition of the Property and its value, resulting in Auctioneer and Seller's losses of resources used to market the property and conduct the auction.
1. Closing and Title: The Property must close on or before 30 days after the auction. In the event the seller has approved a Variation to Terms in Paragraph O, which denotes a different close time of specific date, then this shall be considered to prevail. All prospective Bidders should consider engaging counsel of their own choosing to examine the

commitment for title insurance and all matters referred to in that commitment as affecting the state of title of properties on which they intend to bid. Seller and Auctioneer make no warranties or representations with respect to the state of title on any of the properties, the title company, or of the correctness or completeness of the information contained in the commitment for title insurance. Unless otherwise stated, Seller shall pay all current taxes, fees or other encumbrances on or assessed against the Property up to the date of closing. Auctioneer shall designate the title and escrow companies as the closing agents for this transaction. Seller shall provide the buyer with title insurance.

- I. Buyer is Guest of Auctioneer. Any person attending the auction is a guest of Auctioneer and subject to removal by Auctioneer at its discretion.
- J. Auctioneer/Seller Bids. During the live call of the auction, the auctioneer is permitted to make up to two public bids. If utilized, these bids will be clearly identified as seller and or auctioneer bids. These amounts will always be under the Sellers Reserve Price and act to protect the reputation of the property and show bidders they need to be able to purchase above a specific amount if they are interested in purchasing the property.
- K. Property Available at Auction. Auctioneer reserves the right to add or delete a property from this auction or to alter the order of sale from that published in catalogs, the internet or elsewhere.
- L. Property Information Furnished by Seller or Auctioneer. The information regarding the Property set forth in any advertising, websites, catalogs or anywhere, has not been independently verified by Seller or Auctioneer. The accuracy of this information is not warranted in any way, including but not limited to information furnished to Buyer concerning utilities, lease information, zoning, acreage of parcel, square footage of improvements and all photographs. Buyer agrees they are not relying on the information provided by Seller or Auctioneer in deciding whether to bid on the Property and have conducted their own due diligence investigation prior to the auction. No obligation exists on the part of Seller or Auctioneer to update this information. Any announcements made at the Auction take precedence over all other communications to Buyer from Seller or Auctioneer and shall have a legally binding effect. Seller and Auctioneer shall not be liable for any oral or written representation, warrants or agreements, relating to the Property (including information appearing in the auction brochure or announcements made at the time of the auction) except those of Seller as specifically set forth in the Agreement. Buyer is solely responsible for verification of any legal description of Property. Seller and Auctioneer make no warranty expressed or implied as to the accuracy of the legal description of any property.

M. Auction. Seller is authorized to negotiate, counter, reject or accept any offers prior to Auction Day or on the day of Auction. Seller is authorized to postpone, cancel, withdraw or change the date and or time of the Auction without notice and for any reason. On the day of Auction if the Buyer's bid is accepted as the successful bid, Buyer has entered into an enforceable and binding agreement and Buyer must, pursuant to these Terms and Conditions and all other related documents Buyer has signed pursuant to this Auction, which are incorporated into this Agreement by reference, pay the applicable Earnest Money to immediately after the Auction has ended.

N. Variation of Terms. Upon agreement by the Seller and should the Bidder be named the highest bidder for the property AND subject to the Seller 's acceptance of such offer, then the Terms and Conditions of this agreement, shall be varied as follows and shall be incorporated into as varying the Auction Terms and Conditions of the named property:

1. Closing Date Variation: _____

2. Financing and Appraisal Variation: _____

3. Other Variation: _____

O. Agency Disclosure. Auctioneer and all licensees employed by or associated with Auctioneer represent the Seller in the sale of the Property or any Properties.

P. Severability. The invalidity of any portion of these Terms and Conditions shall not be deemed to affect the validity of any other provision. If any provision of these Terms and Conditions is held to be invalid, the Parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both Parties subsequent to the invalidity and deletion of the invalid provision.

Q. Choice of Law and Attorney's Fees. These Terms and Conditions, and all lawsuits or actions under it, shall be construed in accordance with and under and pursuant to the laws of California, and in any lawsuit or any action that may be brought arising out of, in connection with, or by reason of these Terms and Conditions, the laws of California shall be applicable and shall govern to the exclusion of the law of any other forum, without regard to the jurisdiction in which any such lawsuit or action may be instituted. Venue shall be in Los Angeles County, California, with the prevailing party entitled to reasonable attorneys' fees and costs.

SIGNATURE PAGE TO AUCTION BIDDING REGISTRATION AND AUCTION TERMS AND CONDITIONS

Saturday, March 26,2022

5260 Kachemak Drive, Homer, AK 99603

DATE OF AUCTION

ADDRESS OF PROPERTY TO AUCTION.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date and year written above on this page.

BIDDER PRINTED NAME

BIDDER SIGNATURE

Andrea Anaya individually and as the managing member of Hawkmoon, LL.C., a Utah LL.C

SELLER PRINTED NAME

SELLER SIGNATURE

Eugene Anaya individually and as a member of the Hawkmoon, LL.C., a Utah LL.C.

SELLER PRINTED NAME

SELLER SIGNATURE

Larner Global Group, Auctioneer