

sale was obtained from sources believed to be accurate. However, no warranty or guarantee either expressed or implied is intended or made. **Neither Express Auctioneers, LLC (Express) nor the Sellers make or have made any representation or warranty with respect to the accuracy, correctness or completeness of the information, the contents or meaning of the information or the valuation of the real estate. All bidders must independently investigate and confirm information or assumptions on which any bid is based.** Any decision to purchase or not to purchase the real estate is the sole and independent business decision of the bidder. Neither Express nor Seller shall be liable for any errors or incorrect information, and buyer hereby agrees that it waives all claims and has no recourse or cause of action of any nature against Express or seller arising from any information provided to buyer or relating to any way to the "As is, Where is" status of this sale. The property is offered for sale to qualified purchasers without regard to race, color, religion, sex, sexual orientation, marital status or national origin. All announcements made at the auction take precedence over any other information or printed matter. Property may be added or deleted.

CANCELLATION OR WITHDRAWAL FROM SALE: Express reserves the right to withdraw from sale the property listed. Express reserves the right to cancel the auction sale up to the time prior to the commencement of bidding. The highest bidder acknowledged by Express shall be the buyer. Express has the right to reject any bid or raise which, in its opinion, is not commensurate with the value of the offering. In the event of any dispute between bidders, Express may determine the successful bidder or re-offer and re-sell the property in dispute. Should there be any dispute after the sale, Express' record of the final sale shall be conclusive.

LIABILITY OF AUCTIONEER: Express is not the seller of the property. Express is an independent contractor that has been retained by the seller to assist in the sale of the property by auction. If requested, the identity of the seller will be identified to potential bidders. All claims of any nature that a bidder has, if any, are solely against the seller. All bidders agree that Express shall not be responsible or liable in any way, and hereby release Express, to the greatest extent permitted by law, from any and all claims of any nature relating to the property, the conduct of the sale, the condition of the property and the seller's inability or refusal to comply with the provisions of any information, these Terms and Conditions, or the Contract. In the event a bidder files a claim against Express and in the event Express is the substantial prevailing party as to such claim, then in that event Express shall be entitled to recover from the bidder the reasonable attorney's fees Express incurs in connection with the claim. If there is a dispute as to the disposition of the deposit, and Express is either sued for the deposit or Express determines in its sole discretion that the deposits needs to be interpleaded in court, then in that event buyer and seller shall be jointly and severally responsible for all fees and costs incurred by Express in connection therein.

RIGHTS AND SELLER'S REMEDIES: If any of these Terms and Conditions are not complied with by the buyer or if the buyer should otherwise default upon the contract, Seller may either (a) cancel the sale, retaining as liquidated damages the total non-refundable deposit that was to have been made by buyer (and if the deposit was not paid in full, sue the buyer for the balance of the deposit) or (b) reserve all rights at law or in equity that seller might have, including an action for specific performance and/or damages that seller has sustained as a result of buyer's default, in which event seller shall be entitled to retain or interplead the deposit pending the outcome of the claim and seller shall further be entitled (but not obligated) to resell the property in any manner it deems in its discretion to be expeditious including, without limitation, by private sale or by public auction without reserve. Buyer shall be liable for all costs, fees, charges, losses, or other expense incurred by Seller together with any deficiency resulting from such subsequent sale. Seller shall be entitled to recover from buyer all attorney's fees and costs of litigation (including expert fees) incurred in connection with any claim between buyer and seller where seller is the substantially prevailing party.

JURISDICTION, VENUE, JURY TRIAL WAIVER: The respective rights and obligations of the parties with respect to the Terms and Conditions of Sale, the contract and the conduct of the auction shall be governed and interpreted by the laws of the State of Maryland. By bidding at an auction, whether in person or by agent, by written bid, telephone or other means, the bidder shall be deemed to have consented to the jurisdiction of the state and federal courts sitting in the State of Maryland. In the event of any litigation in which Express is a party, the parties hereby consent and agree that the sole venue in which such claim shall be brought shall be in the State of Maryland. **The parties further agree to waive any right that they might have to a jury trial in connection with any dispute arising out of relating in any way to these Terms and Conditions, the contract or the property and the parties hereby acknowledge that in so doing, they are waiving a valuable right.**

MISCELLANEOUS: These terms and Conditions are hereby incorporated into the contract. The person signing these Terms and Conditions and the contract individually represents that he/she is fully and validly authorized to act on behalf of the entity and that the entity is a presently operating entity that is financially capable of fulfilling the contract.

I have read and understand and agree to these Terms and Conditions.

Signature

Printed Name

Date