

PROPERTY INFORMATION PACKET DISCLOSURE AND CONFIDENTIALITY AGREEMENT (Auction Property Sales). This Confidentiality Agreement (this "Agreement") is entered into by and between the Federal Deposit Insurance Corporation, and the individual downloading the Property Information Packet (the "PIP") through the Hudson & Marshall electronic distribution channel requiring electronic acceptance of the terms and provisions of this Agreement prior to such download ("Interested Party"), as of the date of such electronic acceptance and download.

WHEREAS, the Federal Deposit Insurance Corporation, in either its corporate or a receivership capacity, or where the Federal Deposit Insurance Corporation, in its receivership capacity wholly or partially owns the selling entity, (in such capacity, the "FDIC") will be offering for sale at auction certain real property together with any improvements thereon (the "Property") as generally described in the PIP; and WHEREAS, Interested Party is desirous of reviewing the PIP as part of performing its own due diligence prior to making a decision to bid on the Property at such auction; and WHEREAS, in consideration of the FDIC, its agents, and representatives furnishing Interested Party with information regarding the Property as found in the PIP, some of which may be confidential or proprietary in nature, Interested Party has agreed to the placement of certain restrictions on the use of such information.

NOW, THEREFORE, in consideration of the promises and mutual covenants set forth below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the FDIC and Interested Party hereby agree as follows:

Section 1. Recitals. The Recitals set forth hereinabove are hereby incorporated into this Agreement as fully as if set forth in the body hereof in their entirety.

Section 2. Term. This Agreement shall become effective as of the date of Interested Party's electronic download of the PIP as set forth hereinabove and shall terminate only if Interested Party acquires the Property from the FDIC, with the result that the FDIC is no longer the record title holder of the Property.

Section 3. Limitation on Use. Interested Party shall use the information contained in the PIP solely for the purpose of evaluating the suitability of the Property for purchase and the preparation of a bid for such purchase and for no other purpose.

Section 4. Limited Access. Without the prior written consent of the FDIC, to be granted or withheld in the FDIC's sole discretion, Interested Party shall not disseminate or divulge any of the information contained in the PIP to any person or entity, other than as set forth below. Interested Party shall limit access to the information contained in the PIP to such persons or entities who have a need to know such information for the purpose of advising Interested Party on the suitability of the Property for purchase (including, without limitation, any prospective institutional lender from whom Interested Party may seek financing for the purchase) and assisting Interested Party in the preparation of a bid for such purchase. Interested Party shall keep a record of the recipients of any of the information contained in the PIP. Interested Party shall be responsible for any breach of this Agreement by its partners, directors, officers, employees, agents, representatives, affiliates, successors, or assigns. Without the prior written consent of the FDIC, which consent may be withheld in its sole discretion, Interested Party shall not directly or indirectly, contact, seek, or attempt to seek any information from any person other than the FDIC regarding the information contained in the PIP.

Section 5. Confidentiality. Interested Party shall ensure that all persons or entities to whom it discloses any of the information contained in the PIP shall keep such information confidential. This Agreement shall be inoperative as to particular portions of the information contained in the PIP if such information (i) becomes generally available to the public other than as a result of a disclosure by Interested Party, its partners, directors, officers, employees, agents, representatives, affiliates, successors or assigns; (ii) was available to Interested Party on a non-confidential basis prior to its disclosure to Interested Party by the FDIC; (iii) becomes available to Interested Party on a non-confidential basis from a source other than the FDIC, which source, insofar as is known to Interested Party after reasonable inquiry, is not prohibited from making the disclosure to Interested Party; or (iv) is independently developed by Interested Party without use of the information contained in the PIP. Interested Party will inform the FDIC immediately of any improper disclosure of any of the information contained in the PIP and of any breach of any provision of this Agreement which may come to Interested Party's attention.

Section 6. Other Disclosure. To the extent that Interested Party is required to disclose any of the information contained in the PIP pursuant to the requirements of any legal proceeding, Interested Party shall notify the FDIC within one (1) business day of its knowledge of such legally required disclosure so that the FDIC may seek an appropriate protective order and/or waive the Interested Party's compliance with this Agreement. Notice shall be both by telephone and in writing. In the absence of a protective order or waiver, Interested Party may disclose that portion of the information contained in the PIP which is required to be disclosed pursuant to such legal proceeding if, in the written opinion of its counsel, failure to disclose such information in any tribunal would subject Interested Party to liability for contempt, censure or other legal penalty or liability.

Section 7. Liability. If the FDIC determines that Interested Party has breached any provision of this Agreement, the FDIC may in its sole discretion, exercise any of all legal or equitable rights or remedies to which the FDIC is entitled on account of Interested Party's breach. The FDIC shall not be deemed to have waived any of its rights or remedies on account of its failure, delay or forbearance in exercising any such right or remedy in a particular instance.

Section 8. Indemnification. Interested Party shall defend, indemnify and hold harmless the FDIC from and against any and all claims, demands, causes of action, losses, damages, liabilities, judgments, costs, and expenses (including attorneys' fees) asserted against or incurred by the FDIC as a result of any violation of, or failure to comply with, the provisions of this Agreement by Interested Party or any person or entity to whom it has disclosed any of the information contained in the PIP.

Section 9. Release of FDIC. Interested Party acknowledges and understands that some or all of the information contained in the PIP may have been prepared by parties other than the FDIC, and further acknowledges and understands that the FDIC expressly disclaims all representations and warranties either express or implied, including, but not limited to any implied warranty of merchantability or fitness for a particular purpose, and any warranty with respect to the content, completeness or accuracy of the information contained in the PIP. Interested Party is responsible for assuring itself as to the content, completeness, or accuracy of the information contained in the PIP, and any reliance on such information shall be solely at Interested Party's risk. Interested Party hereby releases the FDIC from all claims, demands, causes of action, losses, damages, liabilities, judgments, costs and expenses (including attorneys' fees) asserted against or incurred by Interested

Party by reason of Interested Party's reliance on or knowledge of the information contained in the PIP or for any other reason.

Section 10. Effect of Invalid Provision. The invalidity or unenforceability of any provision of this Agreement shall not affect or limit the validity or enforceability of any other provision hereof and such invalid or unenforceable provision shall be construed or deemed amended by the parties only to the extent necessary to make it valid and enforceable.

Section 11. Miscellaneous. This Agreement represents the entire agreement between the Interested Party and the FDIC relating to the receipt, use, and disclosure of the information contained in the PIP, and may be amended only by written agreement of the parties hereto. This Agreement shall apply to and be binding upon Interested Party and its partners, directors, officers, employees, agents, representatives, affiliates, successors and assigns. By downloading the PIP as set forth hereinabove, the representative(s) of Interested Party represents that he or she is fully authorized to enter into the terms and conditions of this Agreement and to legally bind Interested Party. The construction, interpretation, and performance of this Agreement shall be governed by the laws of the United States of America, and to the extent that state law would apply under applicable federal law, the laws of the state where the Property is located, without regard to conflicts of law principles thereof.

Notices under this Agreement shall be addressed to the parties at the following addresses:

If to the FDIC, to: c/o Hudson & Marshall
 14785 Preston Road,
 Suite 1150
 Dallas, Texas 75254
 Attention: Director of Auctions

If to Interested Party, to: Address on file through Interested Party's "BidNow" account with Hudson & Marshall

IN WITNESS WHEREOF, the FDIC and Interested Party have entered into this Confidentiality Agreement effective as of the date and time of the electronic download of the Property Information Packet by Interested Party. Federal Deposit Insurance Corporation Signed electronically by Interested Party by virtue of downloading the PIP.

ONLINE AUCTION TERMS & CONDITIONS

PLEASE READ THESE TERMS & CONDITIONS CAREFULLY.

BY PARTICIPATING IN THE AUCTION THE BIDDER AGREES TO THESE TERMS & CONDITIONS, AND MAKES REPRESENTATIONS AS SET FORTH HEREIN. THESE TERMS & CONDITIONS ARE LEGALLY BINDING, AND IF THE BIDDER VIOLATES ANY OF THEM, (i) HUDSON & MARSHALL, LLC, AND ITS EMPLOYEES, AGENTS AND REPRESENTATIVES ("AUCTIONEER"), (ii) THE FEDERAL DEPOSIT INSURANCE CORPORATION (THE "FDIC") IN ITS RECEIVERSHIP OR CORPORATE

CAPACITY, OR ANY SUBSIDIARY OF THE FDIC IN ITS RECEIVERSHIP CAPACITY (HEREINAFTER COLLECTIVELY REFERRED TO AS "SELLER"), (iii) COLLIERS INTERNATIONAL ("COLLIERS"), AND/OR (iv) CHRONOS SOLUTIONS, LLC ("CHRONOS") MAY PURSUE WHATEVER LEGAL OR EQUITABLE REMEDIES ARE AVAILABLE. SELLER, AUCTIONEER, COLLIERS, CHRONOS AND THEIR RESPECTIVE REPRESENTATIVES, AGENTS, CONTRACTORS, EMPLOYEES, OFFICERS, AND DIRECTORS ARE HEREINAFTER COLLECTIVELY REFERRED TO AS THE SELLER GROUP. NOTE THAT THESE TERMS & CONDITIONS INCLUDE AN AGREEMENT BY WHICH THE BIDDER AGREES TO INDEMNIFY AND HOLD HARMLESS THE SELLER GROUP.

BIDDING AT THE AUCTION IS OPEN TO THE PUBLIC.

TERMS OF SALE:

THE SUCCESSFUL HIGH BIDDER ON A PROPERTY WILL BE REQUIRED TO IMMEDIATELY TENDER AS EARNEST MONEY AN AMOUNT EQUAL TO THE GREATER OF \$2,500 OR 5% OF THAT HIGH BID AMOUNT IN IMMEDIATELY AVAILABLE FUNDS SUCH AS A WIRE TRANSFER, CASHIER'S CHECK OR A MONEY ORDER PAYABLE TO THE APPROPRIATE TITLE COMPANY (THE "EARNEST MONEY"). ALL SALES MADE AT THE AUCTION EVENT(S) COVERED BY THESE TERMS & CONDITIONS ARE AND WILL BE CASH SALES AND ARE NOT CONTINGENT ON THE BIDDERS ABILITY TO OBTAIN FINANCING. THE EARNEST MONEY IS NOT CONSIDERED AN OPTION PAYMENT. THE BIDDER IS AGREEING TO CLOSE ON THE PROPERTY IN THE EVENT THAT HE OR SHE IS THE SUCCESSFUL BIDDER ON THE PROPERTY.

IF A BIDDER IS NOT CERTAIN THAT IT WANTS TO PURCHASE A PARTICULAR PROPERTY, THEN THAT BIDDER IS ADVISED NOT TO BID ON THAT PROPERTY. IF A BIDDER HAS NOT INSPECTED AND/OR NOT PERFORMED DUE DILIGENCE ON A PROPERTY AND DESIRES TO DO SO BEFORE PURCHASING THE PROPERTY, THEN THAT BIDDER IS ALSO ADVISED NOT TO BID ON THAT PROPERTY.

IF THE BIDDER IS THE SUCCESSFUL BIDDER ON THE PROPERTY, THE BIDDERS EARNEST MONEY DEPOSIT FOR THE PROPERTY WILL NOT BE REFUNDED, ABSENT SELLERS DEFAULT. ANY SUCCESSFUL BIDDER NOT CLOSING WITHIN THE CONTRACTUAL TIME PERIOD WILL FORFEIT ITS EARNEST MONEY. PLEASE REVIEW THE SALES CONTRACT RELATING TO EACH PROPERTY TO DETERMINE THE CLOSING REQUIREMENTS THEREUNDER.

SUCCESSFUL BIDDERS MUST HAVE ADEQUATE FINANCIAL RESOURCES TO FULFILL THEIR BID COMMITMENTS. IF THE BIDDER HAS SUCCESSFULLY BID ON A PROPERTY, THE BIDDER WILL BE REQUIRED TO ENTER INTO A CONTRACT AT THE CONCLUSION OF THE AUCTION TO PURCHASE THE PROPERTY FOR THE BID AMOUNT. BY PARTICIPATING IN THE AUCTION, THE BIDDER IS REPRESENTING TO THE AUCTIONEER AND TO SELLER, AND THE AUCTIONEER AND SELLER ARE RELYING ON THE BIDDERS REPRESENTATIONS, THAT (i) THE BIDDER HAS ADEQUATE FINANCING, (ii) THE BIDDER HAS PERFORMED SUFFICIENT DUE DILIGENCE TO BID

ON THE PROPERTY, AND (iii) THE BIDDER CAN PAY THE BID AMOUNT. FURTHER, BY PARTICIPATING IN THE AUCTION, THE BIDDER ACKNOWLEDGES THAT THE SELLER GROUP WILL BE DAMAGED IF THE BIDDER DOES NOT HAVE SUFFICIENT FUNDING TO CLOSE THE SALE OF THE PROPERTY(IES) ON WHICH IT HAS SUCCESSFULLY BID, AND ANY FUTURE DAMAGES COULD INCLUDE THE LOSS OF RESOURCES USED TO MARKET AND SELL THOSE PROPERTIES.

THE SUCCESSFUL BIDDER FOR EACH PROPERTY WILL BE REQUIRED TO EXECUTE AN AUCTION REAL ESTATE PURCHASE AND SALE CONTRACT (THE "SALES CONTRACT") COVERING THE PROPERTY IMMEDIATELY AFTER BEING DECLARED THE SUCCESSFUL BIDDER BY THE AUCTIONEER. COPIES OF THE SALES CONTRACT ARE AVAILABLE FOR REVIEW PRIOR TO THE AUCTION AT THE AUCTIONEERS WEB SITE AT WWW.AUCTIONFDIC.COM. IN THE EVENT OF A CONFLICT BETWEEN THESE TERMS & CONDITIONS AND THE SALES CONTRACT, THE SALES CONTRACT SHALL GOVERN.

ALL PROPERTIES ARE BEING SOLD AS IS AND WITH ALL FAULTS WITH NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED.

PURCHASER ELIGIBILITY CERTIFICATION:

PROSPECTIVE BIDDERS ON ANY PROPERTY BEING OFFERED FOR AUCTION SALE BY SELLER ACKNOWLEDGE THAT (i) CERTAIN PERSONS ARE PROHIBITED FROM PURCHASING ASSETS FROM SELLER, AND (ii) UNDER CERTAIN CIRCUMSTANCES, SELLER WILL NOT SELL ASSETS TO CERTAIN PERSONS. SUCCESSFUL BIDDERS MUST BE ABLE TO TRUTHFULLY COMPLETE, AND MUST COMPLETE, WITHOUT MODIFICATION, A PURCHASER ELIGIBILITY CERTIFICATION ("PEC") FORM, AT THE TIME THAT THEY EXECUTE THE SALES CONTRACT.

COMPLIANCE WITH THE OFFICE OF FOREIGN ASSETS CONTROL:

THE OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADMINISTERS AND ENFORCES ECONOMIC SANCTIONS AGAINST COUNTRIES AND GROUPS OF INDIVIDUALS, SUCH AS TERRORISTS AND NARCOTICS TRAFFICKERS. THE SANCTIONS CAN BE EITHER COMPREHENSIVE OR SELECTIVE, USING THE BLOCKING OF ASSETS AND TRADE RESTRICTIONS TO ACCOMPLISH FOREIGN POLICY AND NATIONAL SECURITY GOALS. OFAC HAS DESIGNATED CERTAIN PROHIBITED TRANSACTIONS THAT U.S. PERSONS/ENTITIES MAY NOT ENGAGE IN UNLESS AUTHORIZED BY OFAC OR EXPRESSLY EXEMPTED BY STATUTE.

IN ORDER FOR SELLER TO COMPLY WITH OFAC REGULATIONS, THE SUCCESSFUL HIGH BIDDER WILL BE REQUIRED TO COMPLETE AN OFAC FORM, WHICH INCLUDES PROVIDING SELLER WITH THE PURCHASERS SOCIAL SECURITY NUMBER OR FEDERAL TAX IDENTIFICATION NUMBER. SELLER WILL USE THE INFORMATION PROVIDED IN THE FORM TO DETERMINE WHETHER PURCHASER IS LISTED ON THE SPECIALLY DESIGNATED NATIONALS AND/OR BLOCKED PERSONS LIST COMPILED BY OFAC.

ABSOLUTE AND RESERVE SALES:

PROPERTIES IDENTIFIED IN THE ONLINE AUCTION AS BEING AUCTIONED ON AN ABSOLUTE BASIS, (i) WILL BE SOLD TO THE HIGHEST BIDDER, AND (ii) ARE ONLY AVAILABLE AS ABSOLUTE ON THE DAY OF THE AUCTION. THE PROPERTIES NOT IDENTIFIED AS ABSOLUTE WILL BE AUCTIONED WITH A RESERVE, i.e., RESERVE PROPERTIES WILL BE SOLD ONLY UPON SELLERS APPROVAL AND ACCEPTANCE OF THE BID PRICE, WHICH APPROVAL AND ACCEPTANCE MAY BE WITHHELD FOR ANY REASON WHATSOEVER AND AT THE SELLERS SOLE AND ABSOLUTE DISCRETION. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE FOREGOING, THE AUCTIONEER AND THE SELLER RESERVE THE RIGHT TO ADD OR DELETE ANY PROPERTY FROM THE AUCTION AT ANY TIME.

FOR PROPERTIES AUCTIONED ON A RESERVE BASIS:

SELLER WILL PAY THE COST OF (i) PREPARING THE SPECIAL WARRANTY DEED AND ANY OTHER CONVEYANCING DOCUMENTS, (ii) ONE-HALF (1/2) OF THE ESCROW FEES, SETTLEMENT FEES OR CLOSING FEES CHARGED BY THE TITLE COMPANY, (iii) PREMIUM FOR THE BASIC TITLE INSURANCE POLICY, (iv) SELLERS OWN LEGAL FEES, AND (v) ALL CURRENT PROPERTY AND AD VALOREM TAXES AND ANY DUES AND ASSESSMENTS OF HOME OR CONDOMINIUM OWNERS ASSOCIATIONS ASSESSED AGAINST THE PROPERTY AND DUE THROUGH THE DATE OF CLOSING. SELLER WILL CAUSE ANY MORTGAGES, DEEDS OF TRUST, OR OTHER MONETARY LIENS RECORDED AGAINST THE PROPERTY TO BE RELEASED, UNLESS SELLER NOTIFIES THE PURCHASER THAT SELLER IS UNABLE OR UNWILLING TO CURE SAME, AS SET FORTH IN THE SALES CONTRACT. ALL OTHER COSTS AND EXPENSES INCURRED IN CONNECTION WITH THE SALE OF THE PROPERTY WILL BE PAID BY THE PURCHASER. EXCEPT AS SPECIFICALLY SET FORTH IN THE SALES CONTRACT, NO RETROACTIVE PRORATION, RECONCILIATION, OR OTHER ADJUSTMENT SHALL BE MADE WITH RESPECT TO ANY COSTS, FEES, TAXES OR OTHER EXPENSES PAID BY THE PARTIES AT THE TIME OF CLOSING.

FOR PROPERTIES AUCTIONED ON AN ABSOLUTE BASIS:

THE PROPERTY WILL BE CONVEYED BY QUITCLAIM DEED WITH THE PURCHASER BEING RESPONSIBLE FOR ALL TAXES, LIENS, CLOSING COSTS, AND TITLE INSURANCE.

PURSUANT TO THE REAL ESTATE SETTLEMENT PROCEDURES ACT (RESPA), CODIFIED IN PART AT 12 U.S.C. § 2608(a), NO SELLER OF RESIDENTIAL REAL PROPERTY DESIGNED PRINCIPALLY FOR THE OCCUPANCY OF FROM ONE TO FOUR FAMILIES (INCLUDING LAND ON WHICH SUCH STRUCTURES MAY BE CONSTRUCTED AND) THAT WILL BE PURCHASED WITH THE ASSISTANCE OF A FEDERALLY RELATED MORTGAGE LOAN, SHALL REQUIRE DIRECTLY OR INDIRECTLY, AS A CONDITION TO SELLING THE PROPERTY, THAT TITLE INSURANCE COVERING THE PROPERTY BE PURCHASED BY THE BUYER FROM ANY PARTICULAR TITLE COMPANY.

FOR THE CONVENIENCE OF SELLER AND PURCHASER, SELLER HAS ARRANGED FOR A TITLE COMPANY TO PROVIDE TITLE INSURANCE FOR THE PROPERTY THAT IS BEING SOLD AT AUCTION. THE SUCCESSFUL HIGH BIDDER MAY CHOOSE TO PURCHASE TITLE INSURANCE FROM SELLERS DESIGNATED TITLE COMPANY OR MAY SELECT ANOTHER TITLE COMPANY FOR THAT PURPOSE. IF PURCHASER ELECTS TO ACQUIRE TITLE INSURANCE COVERING THE PROPERTY FROM A DIFFERENT TITLE COMPANY THAN THE ONE DESIGNATED BY SELLER, PURCHASER SHALL NEVERTHELESS BE REQUIRED TO CLOSE THE PURCHASE OF THE PROPERTY ON THE CLOSING DATE SET FORTH IN THE CONTRACT.

CLOSING; TITLE WORK:

EXCEPT AS MAY BE OTHERWISE PROVIDED IN THE SALES CONTRACT, THE SALE OF A PROPERTY MUST CLOSE NO LATER THAN 30 DAYS FROM AND AFTER THE EFFECTIVE DATE OF THE SALES CONTRACT. THE SELLER GROUP RECOMMENDS THAT ALL PROSPECTIVE BIDDERS WHO INTEND TO BID ON A PROPERTY ENGAGE THEIR OWN ATTORNEY TO EXAMINE THE COMMITMENT FOR TITLE INSURANCE AND ALL MATTERS REFERRED TO THEREIN AFFECTING THE TITLE OF THE PROPERTY. THE SELLER GROUP MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, WRITTEN OR ORAL, WITH RESPECT TO THE TITLE OF ANY AND ALL OF THE PROPERTIES TO BE AUCTIONED, THE CORRECTNESS OR COMPLETENESS OF THE INFORMATION CONTAINED IN THE COMMITMENTS FOR TITLE INSURANCE, OR ANY OTHER MATTER WITH REGARD TO THE TITLE COMPANY ISSUING THE TITLE COMMITMENTS OR, IF APPLICABLE, THE TITLE INSURANCE POLICIES COVERING THE PROPERTIES TO BE AUCTIONED.

YOU SHOULD BE AWARE THAT:

ANY PERSON PARTICIPATING IN THE ONLINE AUCTION IS A GUEST OF THE AUCTIONEER AND SHALL BE PERMITTED TO PARTICIPATE SOLELY AT THE DISCRETION OF THE AUCTIONEER. NO MODIFICATION TO THE FORM OF THE SALES CONTRACT WILL BE ACCEPTED. THE FAILURE OF THE SUCCESSFUL BIDDER TO BOTH EXECUTE THE SALES CONTRACT IN THE FORM PRESENTED AND TENDER THE EARNEST MONEY DEPOSIT ON THE DAY OF THE SALE, MAY RESULT IN THE VOIDING OF THE SUCCESSFUL BIDDERS BID, IN THE SOLE AND ABSOLUTE DISCRETION OF SELLER.

EACH BIDDER IS RESPONSIBLE FOR PERFORMING DUE DILIGENCE ON EACH PROPERTY THAT HE OR SHE EXPECTS TO BID ON, INCLUDING, BUT NOT LIMITED TO, PERSONAL ON-SITE INSPECTION OF EACH SUCH PROPERTY PRIOR TO THE AUCTION.

THE INFORMATION PROVIDED TO PROSPECTIVE BIDDERS HAS NOT BEEN INDEPENDENTLY VERIFIED BY THE SELLER GROUP, AND THE ACCURACY OF ANY AND ALL SUCH INFORMATION IS NOT WARRANTED IN ANY WAY, INCLUDING, BUT NOT LIMITED TO, INFORMATION ON ANY

PROPERTY CONCERNING UTILITIES, LEASES, ZONING, ACREAGE OF PARCELS, SQUARE FOOTAGE OF IMPROVEMENTS, OR ANY PHOTOGRAPHS THEREOF.

EACH PROSPECTIVE BIDDER ACKNOWLEDGES AND AGREES THAT (i) IT IS NOT RELYING ON ANY INFORMATION THAT HAS BEEN OR MAY BE PROVIDED TO IT BY THE SELLER GROUP IN DECIDING WHETHER OR NOT TO BID ON A PROPERTY, AND (ii) IT HAS CONDUCTED ITS OWN DUE DILIGENCE INVESTIGATION OF EACH PROPERTY ON WHICH IT DECIDES TO BID, PRIOR TO THE AUCTION. THERE IS NO OBLIGATION ON THE PART OF THE SELLER GROUP TO UPDATE ANY SUCH INFORMATION. EXCEPT FOR THE PAYMENT OF ANY APPLICABLE PURCHASERS BROKER COMMISSION (AS HEREINAFTER SET FORTH) AND THE RESPECTIVE RIGHTS AND OBLIGATIONS OF SELLER AND THE WINNING BIDDER/PURCHASER AS TO ANY PROPERTY, WHICH SHALL BE AS SPECIFICALLY SET FORTH IN THE SALES CONTRACT COVERING THAT PROPERTY, NO MEMBER OF THE SELLER GROUP SHALL HAVE ANY LIABILITY WHATSOEVER FOR ANY ORAL OR WRITTEN INFORMATION RELATING TO ANY PROPERTY INCLUDED IN THE AUCTION, INCLUDING, WITHOUT LIMITATION, ANY SUCH INFORMATION APPEARING ON THE AUCTION WEB SITE.

THERE IS NO OBLIGATION ON THE PART OF SELLER TO ACCEPT ANY BACKUP BIDS IN THE EVENT THE HIGH BIDDER FAILS TO PERFORM.

AUCTIONEER DISCLOSURE:

THE AUCTIONEER AND ALL LICENSEES EMPLOYED BY OR ASSOCIATED WITH THE AUCTIONEER REPRESENT THE SELLER IN THE SALE OF THE PROPERTIES INCLUDED IN THE AUCTION.

BROKER PARTICIPATION:

A. NO BROKER WHO IS A DIRECT EMPLOYEE OF ANY MEMBER OF THE SELLER GROUP IS ELIGIBLE TO REPRESENT A PURCHASER ON ANY TRANSACTION OR TO EARN A COMMISSION FOR SUCH REPRESENTATION. FURTHERMORE, NO BROKER WILL BE ELIGIBLE TO EARN OR BE PAID A COMMISSION FOR REPRESENTING BOTH THE SELLER AND THE PURCHASER ON ANY AUCTION SALES TRANSACTION.

B. EXCEPT AS REQUIRED BY LAW, (i) NO BROKER WILL BE ELIGIBLE TO EARN OR BE PAID A COMMISSION FOR REPRESENTING HIMSELF OR HERSELF OR ANY IMMEDIATE FAMILY MEMBER (i.e., SPOUSE, SIBLING, PARENT, SON, DAUGHTER, GRANDPARENT, ETC.) IN ANY AUCTION SALES TRANSACTION, AND (ii) NO BROKER EMPLOYED INHOUSE BY A CORPORATION, BUSINESS, TRUST, OR OTHER LEGAL ENTITY, OTHER THAN A BROKER OPERATING AS AN INDEPENDENT CONTRACTOR, WILL BE ELIGIBLE TO EARN OR BE PAID A COMMISSION FOR REPRESENTING SUCH ENTITY IN ANY AUCTION SALES TRANSACTION.

C. SUBJECT TO FULL COMPLIANCE WITH THESE TERMS & CONDITIONS AND THE CLOSING AND FUNDING OF THE SALE OF THE SUBJECT PROPERTY IN ACCORDANCE WITH THE SALES CONTRACT COVERING SAME, A COMMISSION EQUAL TO (i) 1.50% OF THE AMOUNT OF THE ACCEPTABLE HIGH BID FOR THE PROPERTY FOR SALES OF \$1 MILLION OR LESS, (ii) 1.25% OF THE AMOUNT OF THE ACCEPTABLE HIGH BID FOR THE PROPERTY FOR SALES IN EXCESS OF \$1 MILLION BUT NO MORE THAN \$5 MILLION, OR (iii) 0.75% OF THE AMOUNT OF THE ACCEPTABLE HIGH BID FOR THE PROPERTY FOR SALES IN EXCESS OF \$5 MILLION (IN EACH INSTANCE, A PURCHASERS BROKER COMMISSION), WILL BE PAID OR WILL BE CAUSED TO BE PAID BY SELLER AT CLOSING (AS DEFINED IN THE SALES CONTRACT), TO A BROKER WHO REPRESENTS A BIDDER ON A PARTICULAR AUCTION PROPERTY. IN ORDER TO BE PAID A PURCHASERS BROKER COMMISSION, A BROKER MUST HAVE PERFORMED EACH OF THE FOLLOWING DUTIES:

- 1. REVIEW THESE TERMS & CONDITIONS WITH EACH PROSPECTIVE PURCHASER THE BROKER IS REPRESENTING;**
- 2. ASSIST EACH SUCH PROSPECTIVE PURCHASER BY PROVIDING RELEVANT ADVICE AND INFORMATION ON EACH PROPERTY ON WHICH THE PROSPECTIVE PURCHASER INTENDS TO BID;**
- 3. PREVIEW EACH SUCH PROPERTY WITH EACH SUCH PROSPECTIVE PURCHASER PRIOR TO BIDDING IN THE AUCTION; AND**
- 4. ASSIST EACH SUCH PROSPECTIVE PURCHASER IN (a) COMPLETING THE PURCHASERS BROKER REGISTRATION STATEMENT AND (b) SUBMITTING SAME TO THE AUCTIONEER PRIOR TO THE BIDDERS SUBMISSION OF ITS FIRST BID.**

EACH OF THE ABOVE ENUMERATED STEPS MUST BE COMPLETED IN ORDER FOR A BROKER TO BE ELIGIBLE TO RECEIVE A PURCHASERS BROKER COMMISSION. BY BIDDING, EACH BIDDER AND HIS OR HER BROKER AGREES TO INDEMNIFY AND HOLD HARMLESS EACH MEMBER OF THE SELLER GROUP FOR ANY AND ALL CLAIMS FOR COMPENSATION MADE BY ANY PERSON OR ENTITY IN CONNECTION WITH THAT BIDDERS AND/OR THAT BROKERS PARTICIPATION IN THE AUCTION, PROVIDED, HOWEVER, THAT SUCH INDEMNIFICATION SHALL NOT INCLUDE THE MEMBER OF THE SELLER GROUP IDENTIFIED ABOVE IN THIS SUBSECTION C OF THIS BROKER PARTICIPATION SECTION OF THESE TERMS & CONDITIONS AS TO A PURCHASERS BROKER COMMISSION EARNED IN STRICT COMPLIANCE WITH THESE TERMS & CONDITIONS AND PAYABLE BY THAT MEMBER OF THE SELLER GROUP TO THE BROKER MAKING SUCH CLAIM.

THE RTC COMPLETION ACT (THE RTCC ACT, CODIFIED AT 12 U.S.C. SECTIONS 1821(v) AND (w), AS TO ITS APPLICATION TO THE FDIC):

PURSUANT TO SECTION 16 (12 U.S.C. SECTION 1821(v)) OF THE RTCC ACT, SELLER WILL GIVE A PREFERENCE UNDER CERTAIN CIRCUMSTANCES TO A BIDDER WHO CERTIFIES THAT DURING THE REMAINING USEFUL LIFE OF THE PROPERTY, THE BIDDER WILL USE IT TO PROVIDE HOUSING OR SHELTER FOR HOMELESS PERSONS OR HOMELESS FAMILIES. PROVIDED, HOWEVER, THAT UNDER 12 U.S.C. SECTIONS 1821(v) AND 1831q(p), A SINGLE FAMILY RESIDENCE OR CONDOMINIUM UNIT WITH AN APPRAISED VALUE OF \$101,250 OR LESS, IS EXCLUDED FROM SUCH STATUTORY PREFERENCE.

PURSUANT TO SECTION 17 (12 U.S.C. SECTION 1821(w)) OF THE RTCC ACT, SELLER WILL GIVE A PREFERENCE UNDER CERTAIN CIRCUMSTANCES TO A BIDDER WHO CERTIFIES THAT IT IS A PUBLIC AGENCY OR NONPROFIT ORGANIZATION AND THAT DURING THE REMAINING USEFUL LIFE OF A COMMERCIAL PROPERTY, THE BIDDER WILL USE IT FOR OFFICES AND ADMINISTRATIVE PURPOSES TO CARRY OUT A PROGRAM TO ACQUIRE RESIDENTIAL PROPERTIES TO PROVIDE (i) HOMEOWNERSHIP AND RENTAL HOUSING OPPORTUNITIES FOR VERY-LOW, LOW-, AND MODERATE-INCOME FAMILIES, OR (ii) HOUSING OR SHELTER FOR HOMELESS PERSONS OR HOMELESS FAMILIES.

IN ORDER FOR A BIDDER TO HAVE A SECTION 16 OR 17 PREFERENCE UNDER THE RTCC ACT, THE STATUTORY REQUIREMENTS OF SAME MUST BE MET. IF A BIDDER INTENDS TO SEEK SUCH A PREFERENCE, IT MUST SUBMIT EVIDENCE, IN THE FORM OF A SIGNED CERTIFICATION TO SELLER, PRIOR TO THE COMMENCEMENT OF BIDDING AT THE ONLINE AUCTION, DEMONSTRATING THAT THE BIDDER MEETS SUCH REQUIREMENTS, INCLUDING, WITHOUT LIMITATION, AS TO SECTION 17 OF THE RTCC ACT, THAT THE BIDDER IS A NONPROFIT ORGANIZATION OR A PUBLIC AGENCY AS DEFINED, RESPECTIVELY, IN 12 U.S.C. SECTIONS 1831q(p)(10) AND (11). SUCH CERTIFICATION MUST ALSO IDENTIFY EACH PROPERTY ON WHICH THE BIDDER INTENDS TO BID.

ANY BID UNDER SECTIONS 16 AND 17 OF THE RTCC ACT MUST BE SUBMITTED IN ACCORDANCE WITH THESE TERMS & CONDITIONS. WHEN BIDDING HAS BEEN COMPLETED ON A PROPERTY, ANY BIDDER UNDER SECTIONS 16 AND 17 OF THE RTCC ACT WHO HAS COMPLIED WITH THESE TERMS & CONDITIONS (A "PREFERENCE BIDDER") SHALL BE GIVEN THE OPPORTUNITY TO MATCH THE HIGHEST BID. IF THE PREFERENCE BIDDER MATCHES THE HIGHEST BID, IT SHALL BE DEEMED THE SUCCESSFUL BIDDER, SUBJECT HOWEVER TO THE PROVISIONS OF THE ABSOLUTE AND RESERVE SALES SECTION OF THESE TERMS & CONDITIONS.

IF MORE THAN ONE PREFERENCE BIDDER MATCHES THE HIGHEST BID, THEN A BEST-AND-FINAL BID WILL BE REQUESTED FROM ALL THE PREFERENCE BIDDERS AND FROM THE INITIAL HIGHEST BIDDER. THE WINNER OF THE BEST-AND-FINAL BID PROCESS WILL BE AWARDED THE PROPERTY, AGAIN SUBJECT TO THE PROVISIONS OF THE ABSOLUTE AND RESERVE SALES SECTION OF THESE TERMS & CONDITIONS. A PREFERENCE BIDDER WHO IS

UNSUCCESSFUL DURING THE BEST-AND-FINAL BID PROCESS WILL NOT HAVE A SECOND OPPORTUNITY TO MATCH THE WINNING BID.

FURTHER DISCLAIMERS:

A. PROPERTIES SOLD AS IS AND WITH ALL FAULTS.

ALL PROPERTY WILL BE SOLD BY SELLER TO THE WINNING BIDDER/PURCHASER ON AN AS IS AND WITH ALL FAULTS BASIS. PROPERTY SOLD AS ABSOLUTE WILL BE CONVEYED BY A QUITCLAIM DEED WITH THE WINNING BIDDER/PURCHASER BEING RESPONSIBLE FOR ALL CLOSING COSTS INCLUDING TITLE INSURANCE. THE WINNING BIDDER/PURCHASER ACCEPTS ALL FAULTS OF THE PROPERTY WHETHER KNOWN OR UNKNOWN, PRESENTLY EXISTING OR ANY THAT MAY ARISE HEREAFTER. THE WINNING BIDDER/PURCHASER ACKNOWLEDGES AND AGREES THAT THE SELLER GROUP HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTEES 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: (I) THE VALUE, NATURE, QUALITY OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY; (II) THE INCOME TO BE DERIVED FROM THE PROPERTY; (III) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH THE WINNING BIDDER/PURCHASER MAY CONDUCT THEREON OR THEREFROM; (IV) THE COMPLIANCE OF, OR BY, THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY; (V) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY; (VI) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO THE PROPERTY; (VII) THE MANNER, QUALITY, OR STATE OF REPAIR OF THE PROPERTY; (VIII) THE EXISTENCE OF ANY VIEW FROM THE PROPERTY OR THAT ANY EXISTING VIEW WILL NOT BE OBSTRUCTED IN THE FUTURE; OR (IX) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY, AND SPECIFICALLY, WITHOUT LIMITATION, THAT THE SELLER GROUP HAS NOT MADE, DOES NOT MAKE, AND SPECIFICALLY DISCLAIMS ANY REPRESENTATION REGARDING COMPLIANCE WITH (A) THE AMERICANS WITH DISABILITIES ACT, (B) ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS,

RULES, REGULATIONS, ORDERS OR REQUIREMENTS, INCLUDING SOLID WASTE (AS DEFINED BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS AT 40 C.F.R., PART 261), OR (C) THE DISPOSAL OR EXISTENCE, IN OR ON THE PROPERTY, OF ANY HAZARDOUS SUBSTANCE (AS DEFINED BY THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT OF 1980 ("CERCLA"), AS AMENDED, AND REGULATIONS PROMULGATED THEREUNDER).

B. WINNING BIDDER/PURCHASER RELYING ON OWN DUE DILIGENCE CONCERNING PROPERTY.

THE WINNING BIDDER/PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY, THE WINNING BIDDER/PURCHASER IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTY, AND IS NOT RELYING ON ANY INFORMATION PROVIDED, OR TO BE PROVIDED, BY THE SELLER GROUP. THE WINNING BIDDER/PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED BY OR ON BEHALF OF THE SELLER GROUP WITH RESPECT TO THE PROPERTY, INCLUDING, WITHOUT LIMITATION, ALL INFORMATION CONTAINED IN ANY PROPERTY INFORMATION PACKAGE PREVIOUSLY MADE AVAILABLE TO THE WINNING BIDDER/PURCHASER BY THE SELLER GROUP, WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT THE SELLER GROUP HAS NOT MADE ANY INDEPENDENT INVESTIGATIONS OR VERIFICATION OF SUCH INFORMATION AND MAKES NO REPRESENTATION AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION.

C. SELLER GROUP GIVING NO REPRESENTATIONS OR WARRANTIES.

THE SELLER GROUP SHALL NOT BE LIABLE OR BOUND IN ANY MANNER BY ANY ORAL OR WRITTEN STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PROPERTY, OR THE OPERATION THEREOF, THAT IS FURNISHED BY ANY REAL ESTATE BROKER, AGENT, EMPLOYEE, REPRESENTATIVE OR ANY OTHER PERSON. THE WINNING BIDDER/PURCHASER ACKNOWLEDGES THAT IN MANY INSTANCES SELLER ACQUIRED THE PROPERTY THROUGH THE RECEIVERSHIP OF A FAILED FINANCIAL INSTITUTION (AND WHERE SELLER IS A WHOLLY OR PARTIALLY OWNED FDIC SUBSIDIARY, THE FDIC ACQUIRED ITS INTEREST IN THAT SUBSIDIARY THROUGH THE RECEIVERSHIP OF A FAILED FINANCIAL INSTITUTION) AND, ACCORDINGLY, SELLER (OR, AS THE CASE MAY BE, THE FDIC) HAS LITTLE OR NO FAMILIARITY WITH SUCH PROPERTY. THE SELLER GROUP MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE PHYSICAL CONDITION OR ANY OTHER ASPECT OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, (I) THE STRUCTURAL INTEGRITY OF ANY IMPROVEMENTS ON THE PROPERTY, (II) THE CONFORMITY OF THE IMPROVEMENTS TO ANY PLANS OR SPECIFICATIONS FOR THE PROPERTY THAT MAY HAVE BEEN OR MAY BE PROVIDED TO THE WINNING BIDDER/PURCHASER, (III) THE CONFORMITY OF THE PROPERTY TO APPLICABLE ZONING OR BUILDING CODE REQUIREMENTS, (IV) THE EXISTENCE OF SOIL INSTABILITY, (V) PAST SOIL REPAIRS, (VI) SUSCEPTIBILITY TO LANDSLIDES, (VII) SUFFICIENCY OF UNDERSHORING, (VIII) SUFFICIENCY OF DRAINAGE, OR (IX) ANY OTHER MATTER AFFECTING THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE STABILITY OR INTEGRITY OF THE LAND OR ANY BUILDINGS OR IMPROVEMENTS SITUATED THEREON.

D. WINNING BIDDER/PURCHASER RELEASES SELLER GROUP.

THE WINNING BIDDER/PURCHASER AND ANYONE CLAIMING BY, THROUGH, OR UNDER THE WINNING BIDDER/PURCHASER HEREBY FULLY AND IRREVOCABLY RELEASES THE SELLER GROUP FROM ANY AND ALL CLAIMS THAT THE WINNING BIDDER/PURCHASER MAY HAVE OR MAY HEREAFTER ACQUIRE AGAINST THE SELLER GROUP FOR ANY COSTS, LOSSES, LIABILITIES, DAMAGES, EXPENSES, DEMANDS, ACTIONS OR CAUSES OF ACTION ARISING FROM OR RELATED TO ANY CONSTRUCTION DEFECTS, ERRORS, OMISSIONS OR OTHER CONDITIONS, INCLUDING ENVIRONMENTAL MATTERS, AFFECTING THE PROPERTY OR ANY PORTION THEREOF. THIS RELEASE INCLUDES CLAIMS WHICH THE WINNING BIDDER/PURCHASER IS PRESENTLY UNAWARE OF, OR FOR WHICH THE WINNING BIDDER/PURCHASER DOES NOT PRESENTLY SUSPECT TO EXIST IN HIS FAVOR, WHICH, IF KNOWN BY THE WINNING BIDDER/PURCHASER, WOULD MATERIALLY AFFECT THE WINNING BIDDER/PURCHASERS RELEASE OF THE SELLER GROUP. THE WINNING BIDDER/PURCHASER ACKNOWLEDGES AND AGREES THAT IT IS WILLING TO GIVE THE FOREGOING RELEASE BECAUSE OF THE PURCHASE PRICE AT WHICH IT WAS ABLE TO ACQUIRE THE PROPERTY AT AUCTION.

E. WINNING BIDDER/PURCHASER INDEMNIFIES AND HOLDS SELLER GROUP HARMLESS.

THE WINNING BIDDER/PURCHASER ASSUMES THE RESPONSIBILITY AND LIABILITY FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF INJURIES OR DEATH TO PERSONS OR DAMAGES TO OR DESTRUCTION OR LOSS OF PROPERTY, SUSTAINED OR ALLEGED TO HAVE BEEN SUSTAINED BY THE WINNING BIDDER/PURCHASER, ITS AGENTS, PRINCIPALS AND/OR EMPLOYEES, IN CONNECTION WITH, ARISING OUT OF, OR INCIDENTAL TO, THE AUCTION, INCLUDING BUT NOT LIMITED TO THE PERFORMANCE OF THE SALES CONTRACT, REGARDLESS OF WHETHER SUCH CLAIMS OR ACTIONS ARE FOUNDED IN WHOLE OR IN PART UPON ALLEGED NEGLIGENCE OR NEGLIGENT MISREPRESENTATIONS OF OR BY THE SELLER GROUP. THE WINNING BIDDER/PURCHASER FURTHER AGREES TO, AND DOES HEREBY, INDEMNIFY AND HOLD HARMLESS THE SELLER GROUP WITH RESPECT TO ANY SUCH MATTERS AND AGREES TO DEFEND ANY CLAIM, SUIT, OR ACTION BROUGHT AGAINST THE SELLER GROUP OR ANY OF THEM IN THAT REGARD.

RESTRICTIONS GOVERNING ONLINE BIDDING AT HUDSONANDMARSHALL.COM

AS A CONDITION OF YOUR USE OF HUDSONANDMARSHALL.COM, YOU WARRANT YOU WILL NOT:

1. USE HUDSONANDMARSHALL.COM FOR ANY PURPOSE THAT IS UNLAWFUL OR PROHIBITED BY THIS AGREEMENT;

2. USE HUDSONANDMARSHALL.COM IN ANY MANNER THAT COULD DAMAGE, DISABLE, OVERBURDEN, OR IMPAIR THE GOVOCON.COM WEB SITE;
3. USE ANY DEVICE, SOFTWARE OR ROUTINE TO INTERFERE OR ATTEMPT TO INTERFERE WITH THE PROPER WORKING OF HUDSONANDMARSHALL.COM OR THE HUDSONANDMARSHALL.COM WEB SITE OR ANY HUDSON & MARSHALL AUCTION;
4. TAKE ANY ACTION THAT IMPOSES AN UNREASONABLE OR DISPROPORTIONATELY LARGE LOAD ON OUR INFRASTRUCTURE;
5. INTERFERE WITH OR DISRUPT ANY COMPUTER NETWORKS INVOLVED IN THE PROVISION OF HUDSONANDMARSHALL.COM.
6. TRANSMIT ANY VIRUSES OR OTHER CODE, FILES, OR PROGRAMS THAT MAY DAMAGE, DISRUPT, OR INTERFERE WITH THE HUDSONANDMARSHALL.COM WEB SITE;
7. INTERFERE WITH ANY OTHER PARTYS USE OF HUDSONANDMARSHALL.COM;
8. USE HUDSONANDMARSHALL.COM TO UPLOAD, POST OR DISTRIBUTE ANY ADVERTISING OR SOLICITATIONS;
9. USE HUDSONANDMARSHALL.COM IN SUCH A WAY AS TO GAIN UNAUTHORIZED ACCESS TO THE COMPUTER SYSTEMS OF OTHERS; OR
10. ENGAGE IN ANY DATA-MINING ACTIVITIES USING HUDSONANDMARSHALL.COM OR OTHERWISE ENGAGE IN ANY COMMERCIAL USE OF THE INFORMATION OBTAINED THROUGH THE SAME.

YOU ACKNOWLEDGE AND AGREE THAT HUDSON & MARSHALL, THE HUDSONANDMARSHALL.COM WEB SITE, AND ANY SOFTWARE AND INFORMATION USED IN CONNECTION THEREWITH CONTAIN PROPRIETARY AND CONFIDENTIAL INFORMATION THAT IS PROTECTED BY APPLICABLE INTELLECTUAL PROPERTY AND OTHER LAWS. YOU FURTHER ACKNOWLEDGE AND AGREE THAT ANY CONTENT CONTAINED ON THE HUDSONANDMARSHALL.COM IS PROTECTED BY COPYRIGHTS, TRADEMARKS, SERVICE MARKS, PATENTS OR OTHER PROPRIETARY RIGHTS AND LAWS. EXCEPT AS EXPRESSLY AUTHORIZED BY HUDSON & MARSHALL, YOU AGREE NOT TO MODIFY, SELL, DISTRIBUTE OR CREATE DERIVATIVE WORKS BASED ON HUDSONANDMARSHALL.COM OR THE CONTENT THEREIN, IN WHOLE OR IN PART.

PRIVACY STATEMENT

THE TERMS OF THE PRIVACY STATEMENT SET FORTH ON THE HUDSONANDMARSHALL.COM WEB SITE (THE "HUDSON & MARSHALL PRIVACY STATEMENT") ARE INCORPORATED BY REFERENCE INTO THIS AGREEMENT. YOU ARE ENCOURAGED TO PERIODICALLY REVIEW THE HUDSON & MARSHALL PRIVACY STATEMENT.

USER INFORMATION

BY ACCEPTING THESE TERMS AND CONDITIONS, YOU GRANT TO HUDSON & MARSHALL A NON-EXCLUSIVE, WORLDWIDE, PERPETUAL, IRREVOCABLE, ROYALTY-FREE, SUB-LICENSABLE RIGHT TO USE THE USER INFORMATION FOR ANY PURPOSES IN CONNECTION WITH HUDSONANDMARSHALL.COM. IN ADDITION, HUDSON & MARSHALL MAY DISCLOSE AGGREGATED USER STATISTICS THAT DO NOT IDENTIFY INDIVIDUAL USERS.

HUDSON & MARSHALL MAY DISCLOSE USER INFORMATION, SUBJECT TO ANY APPLICABLE LAWS, IF WE HAVE REASON TO BELIEVE THAT DISCLOSING THIS INFORMATION IS NECESSARY TO IDENTIFY, CONTACT OR BRING LEGAL ACTION AGAINST SOMEONE WHO MAY BE VIOLATING THIS AGREEMENT OR MAY BE CAUSING INJURY TO OR INTERFERENCE (EITHER INTENTIONALLY OR UNINTENTIONALLY) WITH HUDSON & MARSHALLS RIGHTS OR PROPERTY, OTHER USERS OF HUDSONANDMARSHALL.COM, OR ANYONE ELSE THAT COULD BE HARMED BY SUCH ACTIVITIES. HUDSON & MARSHALL MAY DISCLOSE USER INFORMATION WHEN WE BELIEVE IN GOOD FAITH THAT THE LAW REQUIRES SUCH DISCLOSURE.

NO PROFESSIONAL ADVICE

ANY INFORMATION SUPPLIED BY ANY EMPLOYEE OR AGENT OF HUDSON & MARSHALL, IN ANY FORM WHATSOEVER, IS INTENDED SOLELY AS GENERAL GUIDANCE ON THE USE OF HUDSONANDMARSHALL.COM AND THE BUYING AND SELLING OF PROPERTIES AT HUDSON & MARSHALL AUCTIONS.

TERMINATION

WITHOUT LIMITING ANY OTHER REMEDIES, HUDSON & MARSHALL RESERVES THE RIGHT, AT ITS SOLE DISCRETION, TO REVOKE YOUR ACCESS TO HUDSONANDMARSHALL.COM AT ANY TIME AND WITHOUT NOTICE, FOR ANY REASON, INCLUDING, WITHOUT LIMITATION, IF WE (I) CONCLUDE YOU HAVE ENGAGED IN ACTIVITY UNACCEPTABLE TO HUDSON & MARSHALL IN CONNECTION WITH OUR SITE, OR (II) DETERMINE YOU ARE IN BREACH OF THIS AGREEMENT.

DISCLAIMERS

YOU ACKNOWLEDGE AND AGREE THAT THE INTERNET IS AN UNRELIABLE, UNSECURED, AND ERROR-PRONE NETWORK AND HUDSON & MARSHALL AND SELLER CANNOT AND DOES NOT GUARANTEE CONTINUOUS, UNINTERRUPTED OR SECURE ACCESS TO MY H&M OR THE HUDSONANDMARSHALL.COM WEB SITE. YOU AGREE TO HOLD HUDSON & MARSHALL AND SELLER HARMLESS FOR ANY INTERRUPTIONS OF THE HUDSONANDMARSHALL.COM WEB SITE, OR YOUR INABILITY TO REACH OR EFFECTIVELY USE THE HUDSONANDMARSHALL.COM WEB SITE. IN NO EVENT SHALL HUDSON & MARSHALL OR SELLER BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY KIND INCLUDING, BUT NOT LIMITED TO, ANY LOST PROFITS (HOWEVER ARISING, INCLUDING NEGLIGENCE) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE USE OF MY H&M H&M. MY H&M AND THE HUDSONANDMARSHALL.COM WEB SITE, INCLUDING ALL CONTENT, FUNCTIONS, MATERIALS, SERVICES AND INFORMATION MADE AVAILABLE ON OR ACCESSED THROUGH THE HUDSONANDMARSHALL.COM WEB SITE, ARE PROVIDED ON AN AS IS, WHERE IS BASIS WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. HUDSON & MARSHALL AND SELLER DO NOT WARRANT THAT THE SERVICES OR THE FUNCTIONS, FEATURES OR CONTENT CONTAINED, MADE AVAILABLE ON OR ACCESSED THROUGH MY H&M OR THE HUDSONANDMARSHALL.COM WEB SITE, INCLUDING WITHOUT LIMITATION ANY THIRD-PARTY SOFTWARE, PRODUCTS OR OTHER MATERIALS USED IN CONNECTION WITH THE HUDSONANDMARSHALL.COM WEB SITE, WILL BE TIMELY, SECURE, UNINTERRUPTED OR ERROR FREE, OR THAT DEFECTS WILL BE CORRECTED. HUDSON & MARSHALL AND SELLER MAKE NO WARRANTY THAT THE HUDSONANDMARSHALL.COM WEB SITE WILL MEET YOUR REQUIREMENTS. IF YOU ARE DISSATISFIED WITH THE HUDSONANDMARSHALL.COM WEB SITE, YOUR SOLE REMEDY IS TO DISCONTINUE USING HUDSONANDMARSHALL.COM. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM HUDSON & MARSHALL OR THROUGH THE HUDSONANDMARSHALL.COM WEB SITE SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE IN THIS AGREEMENT.

HUDSON & MARSHALL RESERVES THE RIGHT TO SUSPEND, POSTPONE OR CANCEL ANY ACCESS TO HUDSONANDMARSHALL.COM, WITHOUT NOTICE, IF HUDSON & MARSHALL DETERMINES, IN ITS SOLE DISCRETION, SUCH ACTION IS APPROPRIATE. HUDSON & MARSHALL SHALL HAVE NO LIABILITY TO YOU AS A RESULT OF SUCH SUSPENSION, POSTPONEMENT OR CANCELLATION.

LIMITATION OF LIABILITY

YOU UNDERSTAND AND AGREE THAT NEITHER THE SELLER NOR HUDSON & MARSHALL, ANY OF ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS SHALL BE LIABLE FOR ANY DIRECT,

INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES, OF ANY NATURE ARISING OUT OF (1) THE FAILURE OF ANY INFORMATION OR DATA TO BE TRANSMITTED OR RECEIVED IN A TIMELY FASHION, (2) THE INTERRUPTION OF ANY DATA TRANSMISSION, (3) THE DOWNLOADING OF ANY APPLICATIONS OR INFORMATION RELATED TO HUDSONANDMARSHALL.COM, OR (4) THE USE OF OR INABILITY TO USE THE HUDSONANDMARSHALL.COM WEB SITE, TO THE FULL EXTENT THOSE DAMAGES CAN BE DISCLAIMED BY LAW. THIS LIMITATION OF LIABILITY IS EXPRESSLY INTENDED TO APPLY TO ALL TYPES OF DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, LOSS OF BUSINESS OPPORTUNITY, LOSS OF BUSINESS INFORMATION (INCLUDING LOSS OR REPLACEMENT OF ANY DATA, MEMORY OR OTHER INFORMATION WHICH IS ALTERED OR DAMAGED) OR BUSINESS INTERRUPTION (WHETHER RESULTING FROM FAILURES OR DELAYS IN DELIVERY OR PERFORMANCE).

INDEMNIFICATION

YOU AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE SELLER, HUDSON & MARSHALL AND ITS EMPLOYEES, AGENTS, AFFILIATES, SUCCESSORS, OFFICERS, DIRECTORS AND ASSIGNS, FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES (INCLUDING ATTORNEY FEES) ARISING OUT OF OR RELATING TO ANY CLAIM OR ACTION BASED UPON YOUR USE OF MY H&MLIVE! OR THE HUDSONANDMARSHALL.COM WEB SITE OR YOUR BREACH OF THIS AGREEMENT.

AMENDMENT

HUDSON & MARSHALL MAY AMEND THE HUDSONANDMARSHALL.COM TERMS AND CONDITIONS AT ANY TIME BY POSTING THE AMENDMENTS ON OUR WEB SITE.

NOTICES

EXCEPT AS EXPLICITLY STATED OTHERWISE, ANY NOTICES UNDER THIS AGREEMENT SHALL BE GIVEN BY EMAIL TO THE EMAIL ADDRESS PROVIDED TO HUDSON & MARSHALL DURING YOUR REGISTRATION, OR AS SUBSEQUENTLY AMENDED BY YOU, ON THE HUDSONANDMARSHALL.COM WEB SITE. NOTICE SHALL BE DEEMED GIVEN 24 HOURS AFTER THE EMAIL IS SENT. IF YOUR EMAIL ADDRESS CHANGES, YOU ARE RESPONSIBLE FOR NOTIFYING HUDSON & MARSHALL OF SUCH CHANGE BY UPDATING YOUR MYH&M PROFILE ON THE HUDSONANDMARSHALL.COM WEB SITE.

NO WAIVER

THE FAILURE OF HUDSON & MARSHALL TO ENFORCE ANY TERMS OF THIS AGREEMENT IN WHOLE OR IN PART OR TO RESPOND TO A BREACH BY YOU OR OTHER PARTIES SHALL NOT IN

ANY WAY WAIVE OUR RIGHT TO ENFORCE SUBSEQUENTLY ANY TERM OR CONDITION OF THIS AGREEMENT OR TO ACT WITH RESPECT TO SIMILAR BREACHES.

GENERAL

IF ANY PART OF THIS AGREEMENT IS DETERMINED TO BE INVALID OR UNENFORCEABLE PURSUANT TO APPLICABLE LAW THEN SUCH PROVISION SHALL BE ENFORCED TO THE MAXIMUM EXTENT POSSIBLE AND THE REMAINDER OF THE AGREEMENT SHALL CONTINUE IN FULL FORCE AND EFFECT. HEADINGS ARE FOR REFERENCE PURPOSES ONLY AND IN NO WAY DEFINE, LIMIT, CONSTRUE OR DESCRIBE THE SCOPE OR EXTENT OF SUCH SECTION. UNLESS OTHERWISE SPECIFIED HEREIN, THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN YOU AND HUDSON & MARSHALL WITH RESPECT TO HANDMLIVE!, AND IT SUPERSEDES ALL PRIOR OR CONTEMPORANEOUS COMMUNICATIONS AND PROPOSALS, WHETHER ELECTRONIC, ORAL OR WRITTEN, BETWEEN YOU AND HUDSON & MARSHALL WITH RESPECT TO HUDSONANDMARSHALL.COM.