

Receiver's Terms and Conditions of Sale  
2266 Pawtucket Avenue, LLC

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1. *Terms and Conditions of Sale*

These Terms and Conditions of Sale relate to the Receiver's sale by public auction of the real estate and related mechanicals and fixtures located at 2266 Pawtucket Avenue, East Providence, RI and owned or lawfully possessed by 2266 Pawtucket Avenue, LLC which are offered at public auction on or after December 10, 2015.

All persons, bidders, interested parties, registered bidders or persons intending to register, view, inspect, bid or purchase the real estate asset(s) at this auction sale agree that they have read and have full knowledge and understanding of these Terms and Conditions of Sale and agree to be bound by them. All persons attend this sale at their own risk. Within these Terms and Conditions of Sale, "Auctioneer" means Salvadore Auctions & Appraisals, Inc., including its officers, directors, employees, agents and assigns. The "Receiver" means Stephen F. Del Sesto, Esq. the Receiver of 2266 Pawtucket Avenue, LLC, including his attorneys, partners, officers, directors, employers, employees, agents and assigns. "Purchaser" means any bidder, whether a person or business entity of any kind.

- A. *Bidder's Identification:* All bidders are required to give their full name and current address.
- B. *Deposit:* To qualify for participation in this public auction sale each registered bidder will be required to make a refundable deposit in cash or certified check (see "Method of Payment," below) of \$50,000.00 for the real estate asset(s) held by the Receiver. At the conclusion of the public sale auction and unless other arrangements agreeable to the Receiver are made, the winning bidder (the "Purchaser") shall be required to increase the deposit to an amount equal to ten percent (10%) of the full purchase price, including Buyer's Premium. The Purchaser will not be entitled to a refund of any portion of the initial deposit even if the initial deposit exceeds ten percent (10%) of the full purchase price, including Buyer's Premium.
- C. *Time of Payment and Settlement, Title:* All bills and/or invoices due must be paid in full in US Dollars at the end of the auction sale. Title shall pass after full payment has been received by the Receiver and court approval is obtained.

**However, all sales are subject to the express acceptance by the Receiver and the express approval by the Rhode Island Superior Court. TIME WILL BE OF THE ESSENCE.**

- D. *Method of Payment:* Certified check, wire transfer, business check with bank letter guaranteeing unqualified payment to the Auctioneer will be accepted for payment (see below). **ALL SALES ARE FINAL, REGARDLESS OF MANNER OR METHOD OF PAYMENT.** All checks, deposits, balances due shall be made payable to the order of "Stephen F. Del Sesto, Esq., Receiver of 2266 Pawtucket Avenue, LLC" or its assigns or subsidiaries. All bills and invoices must be paid to the Receiver unless other arrangements, terms or procedures are announced. The full purchase price, including Buyer's Premium, appropriate sales and/or use taxes must be paid within the time announced and fixed.

- E. *Buyer's Premium*: A Seven Percent (7%) Buyer's Premium will be charged and shall apply. Auctioneer has not taken possession of real estate being offered at auction and is acting as an agent of the Receiver only.
- F. *Condition and Representation of Real Estate and related mechanicals and fixtures for sale*: The Auctioneer and the Receiver shall not be responsible for the accuracy or correctness of the description of the real estate. The Auctioneer and the Receiver shall not be responsible for the authenticity or defect in the real estate or any related mechanicals or fixtures and make no warranty or representation of any kind whatsoever either expressed or implied in connection with any of the assets being sold or presented for sale. No deductions, allowances, returns, credits, or reimbursements will be allowed for any reason whatsoever. **All assets are sold strictly "AS IS, WHERE IS" and without recourse or warranty of any kind, including, without limitation, the warranties of merchantability and fitness for a particular purpose.** No claims may be made by any purchaser that relate to the fitness, use or condition of any asset purchased or for any damages whether consequential or otherwise which relate to or arise therefrom. Similarly, no claims may be made by any purchaser and the Receiver makes no representations or warranties with respect to fire safety compliance, environmental hazards, zoning, permitted uses or any other land use restriction related to or impacting the real property assets being sold or presented for sale.
2. *Indemnification*: The undersigned agrees to hold the Auctioneer and the Receiver harmless from and against all liabilities, claims, damages, or actions relating to or arising from the auction, the condition or use of the Real Estate purchased, or from the failure of the purchaser or user to conform to or follow State, Federal or local law(s) applicable to occupation or use of the Real Estate, or from any damages whether consequential or otherwise, and any and all costs or legal expenses arising from any liability, claim or action in connection to the Real Estate whether known or unknown.
3. *Risk assumed by persons, Bidders and Purchasers*: All persons, whether bidders, purchasers, attendees, or interested parties attending the sale or the inspection assume all risks of damage or loss to person and property and release the Auctioneer and the Receiver from any and all liability therefor. The Auctioneer and the Receiver shall not be liable for any defect in or condition of the premises or any related mechanicals or fixtures. **All persons attending this sale do so at their own risk and hereby release the Auctioneer and the Receiver from any and all claims arising from attendance at this auction and hereby hold harmless the Auctioneer and the Receiver from all damages, costs, expenses and claims arising from any action or cause of action arising from this sale.**

Receiver and Auctioneer make no representation or warranty regarding the accuracy of any list, data, report, analysis or other information regarding the type, kind, quality and condition of the real property asset being offered for sale ("Information"). The Information is provided **solely and exclusively for informational purposes, and not for reliance**. Bidders and purchasers are free to make their own inspection and determinations regarding the Real Estate and any related mechanicals and fixtures. By participating in the auction, bidders and purchasers agree that they have performed their own adequate due diligence and have not relied upon the Information or any other oral or written statements made by the Receiver and/or the Auctioneer regarding the real property asset and any related mechanicals and fixtures.

7. *Addition to/Withdrawal from Sale:* The Auctioneer and Receiver reserve the right to withdraw the sale for any reason or no reason wherever the best interest of the Receiver is served. Such decision shall not be subject to question or challenge by any person, bidder or purchaser.
8. *Disputes Between Bidders:* The Auctioneer reserves the right to put up for resale or decide winner should a dispute among bidders arise. **The Auctioneer's decision shall be absolute and final and not subject to any challenge whatsoever.**
9. *Items With Reserve or Sold Subject to Owner Confirmation:* On any asset for which there is a reserve, the Auctioneer reserves the right to bid on the behalf of the Receiver. Auctioneer or the Receiver shall have the right to reject any and all bids without explanation. **The assets sold subject to Receiver confirmation and court approval shall be deemed sold upon entry of a final non-appealable order of the Rhode Island Superior Court confirming the sale, and not by the cry of sold or any other gesture by the Auctioneer.**
10. *Records/Agency:* The record kept by the Auctioneer or clerk shall be final in the event of dispute. The Auctioneer is acting as agent only and is in no way responsible for the actions or acts of its principal.
11. *Default of Payment:* Should Purchaser default on payment for any reason or fail to pay bills in full within the time announced and specified, Auctioneer and Receiver shall be entitled to, and in addition to other remedies or law, retain all monies received as deposit, partial payment or otherwise as liquidated damages. All expenses including attorneys' fees, balances due, charges of resale, will be charges to and be the responsibility of the undersigned.
12. *Additional Broker's Terms and Conditions:* **See Exhibit A**
13. *Additional Terms and Conditions:* Auctioneer may add additional terms and conditions to the sale. Such terms shall take precedence of any contrary term herein.

**I have read the above terms and conditions and agree to be bound by these terms and conditions.**

Read, understood, and agreed by:

Bidder # \_\_\_\_\_

Date: December \_\_, 2015

If on behalf of a Company:

X \_\_\_\_\_

Print Name and Title: \_\_\_\_\_

If on behalf of an Individual:

Print Name: \_\_\_\_\_

**Exhibit A**  
**Broker's Commission Terms of Sale**

**RECEIVER'S RULES FOR COMPENSATION OF LICENSED BROKER AUCTION OF 2266  
PAWTUCKET AVENUE LLC  
2266 Pawtucket Avenue, East Providence, RI  
Auction date: December 10, 2015**

If necessary, the Receiver will seek Court approval to compensate a Licensed Real Estate Broker who represents a qualified client. That client must be the successful bidder for the real estate offered at public auction on December 10, 2015 at 2266 Pawtucket Avenue, East Providence, RI or at any continued date.

In order to receive any compensation whatsoever, the broker must meet ALL of the requirements listed below. *Failure to meet any requirement will result in disqualification of compensation.* The recommended rate of compensation shall be two (2%) percent of the accepted bid (exclusive of Buyer's Premium) by the auctioneer of your client. If the Court approves, the Receiver will pay the Broker a lump sum payment at closing or as soon as practicable thereafter.

**Rules for Qualification for Compensation of Broker**

- 1) Broker must hold a current Rhode Island Real Estate Broker's License.
- 2) Broker and Client must view the property with the Auctioneer prior to the auction. Broker, Client and Auctioneer will sign a registration form attesting to viewing and Auctioneer will assign a bidder's number to the Client.
- 3) Broker or Client must forward an opening bid and deposit to auctioneer at least 24 hours prior to the auction.
- 4) Broker and/or Client must be present at the auction and participate in the bidding process and be the successful highest bidder.
- 5) Client must comply with all terms and conditions of sale, including but not limited to all provisions for deposit(s) and sale terms.
- 6) Client must close the transaction in full compliance with the Purchase and Sales Agreement, within the time and terms affixed in the Purchase and Sales Agreement.
- 7) Broker and Client must not be of the same firm, company, organization, investment entity or partnership, including a contemplated or future association of ownership in, whether fractional or otherwise, or any investment in, contemplated or otherwise, the parcel being offered at auction.

Broker:

Client/Bidder:

Opening Bid:

Bidder Number: Deposit:

Date: