

TERMS AND CONDITIONS OF SALE*Purchase Terms for*

15 Residential Properties in Broward County and Miami-Dade County, FL

Thursday, February 25, 2021 at 10:00 am (ET)

- ❖ TARGET AUCTION & LAND CO., INC. (hereinafter referred to as "Auction Company"/"Auctioneer")
 - ❖ CYCLOPS 1 LLC, CYCLOPS 2 LLC, CYCLOPS 3 LLC and CYCLOPS 7 LLC, collectively (hereinafter referred to as "Seller")
 - ❖ 15 Residential Rental Property Portfolio in Broward & Miami-Dade Counties, Florida (hereinafter referred to collectively as the "Property"):
1. 26775 SW 145th Ave Rd, Homestead, FL 33032 (SFH)
 2. 1753-1757 NW 46th St, Miami, FL 33142 (duplex)
 3. 1236 NW 43rd St, Miami, FL 33142 (SFH)
 4. 951 NW 46th St, Miami, FL 33127 (SFH)
 5. 793 & 797 NW 55th Ter, Miami, FL 33127 (duplex)
 6. 8230 NW 2nd Ct, Miami, FL 33150 (SFH)
 7. 13400 NW 32nd Ave, Opa Locka, FL 33054 (SFH)
 8. 1011 Sharar Ave, Opa Locka, FL 33054 (SFH)
 9. 1725 NW 151st St, Opa Locka, FL 33054 (SFH)
 10. 15931 NW 18th Ct, Opa Locka, FL 33054 (SFH)
 11. 2851 NW 179th St, Miami Gardens, FL 33056 (SFH)
 12. 2527 Roosevelt St, Hollywood, FL 33020 (duplex plus efficiency)
 13. 605 NW 14th Ter, Ft Lauderdale, FL 33311 (duplex)
 14. 3050 NW 4th St., Pompano Beach, FL 33069 (duplex)
 15. 4351 NE 15th Ter, Pompano Beach, FL 33064 (SFH)

OFFERING: This will be an online auction event. Each property will be offered individually and will be selling with a reserve, subject to Seller's confirmation. Online bidding will open Thursday, February 18th at 8:00 am ET and end on Thursday, February 25th, 2021 at 10:00 am ET.

THE PROPERTY IS BEING SOLD AS IS, WHERE IS WITH ALL FAULTS AND WITH NO CONTINGENCIES.

A TEN PERCENT (10%) BUYER'S PREMIUM WILL BE ADDED TO THE HIGH BID PRICE TO DETERMINE THE TOTAL CONTRACT PRICE.

1. TERMS OF SALE

- A. Seller will be effecting a 1031 Exchange with the proceeds from the Property. Therefore, all Property must close during the following dates: March 29th, 30th, and 31st, 2021.
- B. No advance registration amount is required to bid.
- C. A ten percent (10%) buyer's premium will be added to the high bid price to determine the total contract price paid by the winning bidder ("Purchaser").
- D. The Contract for Sale & Purchase ("Sales Contract"), along with all exhibits, shall be executed on auction day immediately after being declared the winning bidder ("Purchaser").
- E. This is a CASH SALE with ten percent (10%) down payment based on the total contract price for the Property. The down payment is due no later than Friday, February 26th, 2021 at 4:00 pm CT. The remaining balance is due at closing. The down payment will be held in a non-interest-bearing escrow account by closing agency, Cooperative Title Agency of Florida, Inc. Cooper City, FL (see Closing section B).
- F. This sale is not contingent upon the Purchaser's ability to obtain financing.

Purchaser Initials _____

Seller Initials _____

- G. The Property is selling AS IS, WHERE IS WITH ALL FAULTS AND WITH NO CONTINGENCIES. It is the Purchaser's sole responsibility to be satisfied with the Property and verify any information deemed important PRIOR TO BIDDING. Seller utilized the Property as investment property and has never occupied any Property. Therefore, Seller has no property specific information and makes no warranty or representation of any type to the physical condition or history of the property.
- H. No credit cards will be accepted.
- I. If for any reason the Purchaser fails or refuses to execute the Sales Contract and/or deposit the required funds immediately after being confirmed the Purchaser as outlined herein, the Seller reserves the right to declare the bidder's rights forfeited and may resell the property. Seller reserves the right to seek specific performance.
- J. Possession of Property will be at closing subject to existing leases.
- K. The Property is selling by existing legal description as it is presently deeded to the Seller. Should Purchaser or Purchaser's lender desire any additional survey work, it will be at Purchaser's option and expense, and will not affect the closing. If an updated survey shows a greater or lesser amount of acreage, the Sales Contract price will not be adjusted.
- L. The Property is selling subject to all matters contained in the Title Commitment (which is available for review online) including but not limited to all restrictions, rights-of-way, easements of record, title exceptions, and any other items of record.
- M. The Property will be conveyed by Warranty Deed free and clear of all liens and encumbrances subject to the requirements and exceptions contained in the Sales Contract and the Title Commitment.
- N. No changes to the Sales Contract or the Terms and Conditions of Sale will be permitted. The fully-executed Sales Contract (together with all related Exhibits thereto) shall control and constitute the entire agreement between Purchaser and Seller.
- O. By submitting a bid and/or executing the Sales Contract in the name of a business entity or corporation, the individual doing so has the authority and enters into a guaranty agreement whereby he/she personally guarantees payment of the bid amount.
- P. In the event of a conflict with the Sales Contract and the Terms and Conditions of Sale, the Terms and Conditions shall control the provision in conflict.
- Q. Individual purchases are to be considered as singular transactions and are not contingent upon the sale of any other properties.
- R. All leases will be assigned to Purchaser at closing. Any lease/rental income will be prorated as of closing.
- S. All Security deposits (if any) will be transferred to the Purchaser at closing.
- T. All documents will be in English. If an interpreter or translator is deemed necessary to translate any documents or information, it is the Purchaser's sole responsibility. All currency will be in U.S. dollars.
- U. All information is believed to be correct, however it is the Purchasers responsibility to verify all information deemed necessary prior to bidding. Neither Auction Company, Seller nor Property Management Experts, makes any representations or warranty of any kind regarding the Property.

2. PROPERTY DISCLOSURES

- A. Seller will convey all mineral, gas or oil rights applicable to the Property owned by Seller, if any.
- B. Portion(s) of the Property may or may not be located in a flood zone.
- C. The Property is selling AS IS, WHERE IS WITH ALL FAULTS AND WITH NO CONTINGENCIES. It is the Purchaser's sole responsibility to be satisfied with the Property and verify any information deemed important PRIOR TO BIDDING.
- D. Property is being sold unfurnished. No personal property or furnishings will be conveyed with the real estate.
- E. Property #8, 1011 Sharar Ave., Opa Locka, FL is listed on the Local Historic Registry.
- F. Property that has an existing lease will be selling subject to that lease. Tenant must be given 60 days notification, upon expiration of lease to vacate Property, if so desired. Presently under lease: Property #2 Unit 1753, Property #6, and Property #13 Unit A.
- G. Some leases have expired, and tenancy is currently on a month-to-month basis. Tenants that are on a month-to-month lease must be given a 60 day notice to vacate Property, if so desired. Presently month-to-month: Property #1, Property #2 Unit 1757, Property #3, Property #4, Property #5 Units 793 and 797, Property #7, Property #9, Property #10, Property #12 Units A and B, Property #13 Unit B, Property #14 Units A and B, and Property #15.
- H. Seller to provide Purchaser estoppel letter prior to or at closing.
- I. All properties were built prior to 1978. It is the Purchaser's responsibility to conduct any Lead-Based Paint inspection and be satisfied with such inspection prior to placing a bid. All Purchaser's will be required to sign a Lead-Based Paint Disclosure waiver and it will become an exhibit and attachment to the Sales Contract. The Lead-Based Paint Booklet and Lead-Based Disclosure Form is available for review and printing from our website under the Documents section.

Purchaser Initials _____

Seller Initials _____

3. **CLOSING**

- A. **Seller will be effecting a 1031 Exchange, all Property must close between** March 29th, 30th, and 31st, 2021. Closing will be completed by Cooperative Title Agency of Florida, Inc. located at 9700 Griffin Road, Cooper City, FL 33328, contact is Richard Laufenberg, 954-616-8931 richard@cooptitle.com. **It is the Purchaser's responsibility to contact the closing agent and schedule closing.**
- B. The proceeds due from the Purchaser at closing shall be by cashier's check from U.S. bank or confirmed wire transfer 24 hours in advance prior to closing and sent to Cooperative Title Agency of Florida, Inc. Wire instructions will be provided.
- C. **Seller** will pay for preparation of the deed, title exam/commitment, prorated ad valorem taxes, and Seller municipality assessments (if any).
- D. **Purchaser** will pay all other closing costs, including but not limited to survey fees, recording fees, attorney's fees, wiring fees, loan/financing fees, (if any), etc. The ad valorem taxes will be prorated as of the closing date. Title Insurance is available at the Purchaser's option and expense.

4. **1031 EXCHANGE**

If either Seller or Purchaser wish to enter into a like-kind exchange (either simultaneously with closing or deferred) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party shall cooperate in all reasonable respects to the effectuate of the Exchange, including execution of documents; provided however, cooperating party shall incur no liability or expense related to the Exchange, and closing shall not be contingent upon, nor extended or delayed by such Exchange.

5. **WIRE TRANSFERS**

A transaction fee will apply to all funds transferred via wire.

6. **DEFAULT**

- A. It is agreed by all parties that in the event the Purchaser fails to close and pay the balance when due, Seller and Auction Company reserve all rights allowed by law and the Sales Contract, including a suit for damages, specific performance or cancellation of the transaction, with the Seller to retain the down payment. In the event of any breach of the terms of this agreement by Purchaser, the Seller will declare the Purchaser in default and Purchaser agrees that the escrow agent is expressly authorized and instructed to disburse the down payment without the requirement of any further approval or agreement from the Seller or Purchaser. Any action taken after Purchaser's default shall be solely at the Seller's option with all costs incurred by Seller being paid by the Purchaser. If any legal action is required to enforce this agreement, or to collect any fees or costs earned or advanced pursuant thereto, the Seller or Auction Company shall be entitled to recover any and all costs of such action, including, but not limited to, the expenses and court costs of the action and a reasonable attorney's fee.
- B. Closing/escrow agent shall disburse the Purchaser's down payment to the Seller after the receipt of Seller's written certification that the Purchaser's Sales Contract has been terminated by reason of said Purchaser's failure to cure a default in performance of Purchaser's obligations herein. Closing/escrow agent may act in reliance upon any writing, instrument, or signature which it, in good faith, believes to be genuine, may assume the validity and accuracy of any statements or assertions contained in such writing or instrument and may assume that any person purporting to give any writing, notice, advice or instruction in connection with the provisions hereof has been duly authorized to do so. Closing/escrow agent shall not be liable in any manner for the sufficiency or correctness as to form, manner of execution, or validity of any written instructions delivered to it, nor as to the identity, authority, or rights of any person executing the same. The duties of closing/escrow agent shall be limited to the safekeeping of the down payment and the disbursement of same in accordance with the written instructions described above. Closing/escrow agent undertakes to perform only such duties as are expressly set forth hereto, and no implied duties or obligations shall be read into this agreement against closing/escrow agent.

7. **AUCTIONEER'S AGENCY DISCLOSURE**

The Auctioneer is acting exclusively as the agent for the Seller in this transaction and is to be paid a fee by the Seller pursuant to a separate written agreement between Seller and the Auction Company. The Auctioneer is not acting as an Agent in this transaction for the Purchaser. Any third party Buyer Broker is not a Subagent of Auction Company.

8. **EQUAL OPPORTUNITY CLAUSE**

All bidding is open to the public. The Property is available to Purchaser(s) without regard to race, color, religion, sex, familial status, national origin, or physical handicap.

9. **SIGNATURES and COUNTERPARTS**

Electronic signatures and facsimiles shall serve as valid authority for this document and all documents pertaining thereto may be executed in counterparts, each of which is deemed an original and together constitute one document.

Purchaser Initials _____

Seller Initials _____

10. ACKNOWLEDGEMENT

Purchaser acknowledges that he/she has read and understood the (1) Real Estate Online Bidding Terms, and (2) Terms and Conditions of Sale.

11. UPDATES and CORRECTIONS

Any updates, revisions, additions, deletions, corrections and disclosures to these Terms and Conditions of Sale will added here. It is the sole responsibility of the Purchaser to check for any updates or corrections prior to the end time of the auction. Any updates will be listed below:

- A. Property #8: 1011 Sharar Ave, Opa Locka, FL 33054 (SFH) - **VACANT**
- B. Property #11: 2851 NW 179th St, Miami Gardens, FL 33056 (SFH) - **VACANT**
- C. Property #12: 2527 Roosevelt St, Hollywood, FL 33020 (duplex plus efficiency) – **Unit C: VACANT**
- D. Property #10: 15931 NW 18th Ct, Opa Locka, FL 33054 (SFH) – **OCCUPIED**

By signing below, each Purchaser and Seller acknowledge that this Exhibit "A" consists of four pages, has read and understood same; these terms are made a part of the CONTRACT FOR SALE AND PURCHASE.

Executed by Purchaser on February 25th, 2021

PURCHASER: ENTITY

BY: _____

PRINTED NAME:

ITS:

Executed by Purchaser on February 25th, 2021

SELLER: CYCLOPS 1 LLC, CYCLOPS 2 LLC, CYCLOPS 3 LLC, CYCLOPS 7 LLC

BY: CYCLOPS HOLDINGS LLC, its Manager

BY: _____

PRINTED NAME: TAYLOR G. POOLE

TITLE: MANAGING MEMBER

Purchaser Initials _____

Seller Initials _____