

Real Estate Auction Terms

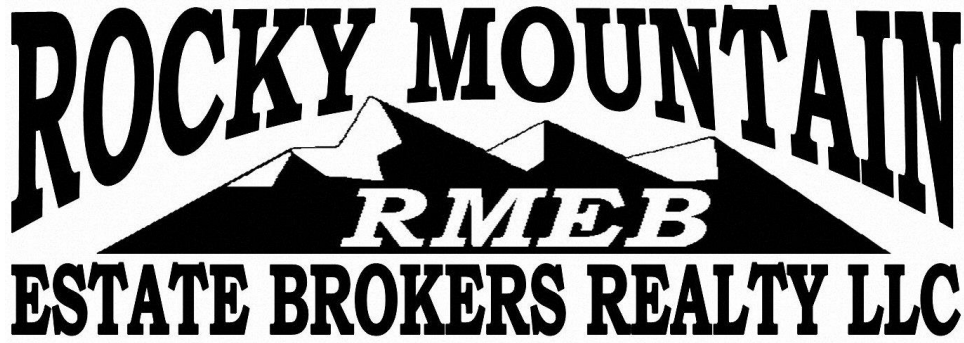
August 28, 2010

**“The Forks” Larimer County, CO Real Property
17685 North US Highway 287 Livermore, Colorado 80536**

1. Purchaser acknowledges that he or she has performed all due diligence required to form his or her opinion of value and made all decisions necessary for him or her to make a final decision to purchase this property. This is a non-contingent sale. The only way Purchaser will receive a refund of his or her deposit is if Seller fails to provide marketable title at closing as stated in the title insurance commitment.
2. A contract to buy and sell real property prepared by the Seller's Attorney will be used. **Purchaser agrees they have read and understand the pre-printed Contract to Buy and Sell Real Property. Purchaser further agrees to immediately execute the contract after being declared the high bidder.** This is a Public Auction with a minimum bid of \$150,000.00 plus the 10% buyer's premium. Once the Auctioneer opens the bidding and a bid is received at or above the minimum bid, this property will sell to the Purchaser determined, in the sole discretion of the Auctioneer, to have placed the highest qualified bid on the property above the minimum bid
3. A deposit of \$10,000 is required to bid. This should be in the form of a cashier's check payable to Purchaser. If, for any reason Purchaser fails to execute the contract, Purchaser's deposit will be immediately forfeited to Seller as liquidated damages and Seller may pursue all additional legal remedies available against Purchaser. After executing the contract, Purchaser's deposit will be retained and allocated under the contract as a non-refundable earnest money deposit. The remaining balance of the purchase price must be paid at closing which shall occur on or before September 28, 2010. Purchaser may extend the closing up to 15 days by making a payment, in advance, of \$100 per day for each day he or she desires the extension. If you intend to finance this property, have your financing arranged prior to the auction. The deposits of all unsuccessful Bidders will be returned immediately at the conclusion of the auction.

4. The auction will be conducted using a 10% Buyers Premium for non-internet bids. Ten Percent (10%) will be added to the hammer price to form the contract price. By way of example, and not as an indication of the purchase price or value, a bid price of \$400,000.00 will equal a contract price of \$440,000.00. The internet Buyer's Premium is 11%, rather than 10% of the hammer price.
5. Seller will convey the property by General Warranty Deed free from all liens and encumbrances. Seller will pay for a title insurance policy in the amount of the purchase price. The cost of closing services shall be divided equally between Seller and Purchaser. Property taxes and all utilities will be prorated to the day of closing.
6. Only that Personal Property shown in the Contract To Buy and Sell Real Property is included in the sale. Everything else is sold separately.
7. Purchaser has inspected the property and agrees to purchase it **AS-IS WHERE-IS. There are no contingencies for inspections, financing, appraisals, surveys, insurance or anything else.** Rocky Mountain Estate Brokers Realty LLC prepared a Bidder Information Packet. All information contained in the Bidder Information Packet was derived from reliable sources believed correct, but is not guaranteed. Purchaser should verify all descriptions, condition reports, acreage, square footage and years of construction. Purchaser shall rely entirely on his or her own judgment and inspection. It is the responsibility of the Purchaser to have any and all inspections and surveys completed prior to the Auction including but not limited to, termite, roof, structure, soils, septic, electrical, mechanical, plumbing, groundwater, flood designation, environmental, buried fuel tanks, fuel pump, presence of asbestos, presence of lead-based paint and/or lead-based paint hazards, presence of mold or radon gas, property boundaries, easements, right of ways and any other desired tests, surveys or inspections. Purchaser and his or her heirs and assigns forever waive any right to initiate legal action, object, seek reimbursement or damages or contest in any manner the condition of the subject property.
8. Purchaser acknowledges that Seller has not had the property surveyed prior to the auction. Purchaser acknowledges there are conflicting surveys in regards to Larimer County's right of way for the Red Feather Lakes Road and that items on the property may be on this right of way. If Purchaser desires to conduct his or her own survey prior to the auction, Seller will allow Purchaser access to the property.
9. Purchaser and his or her heirs and assigns do hereby release and agree to forever indemnify against all causes of action associated with this transaction Rocky Mountain Estate Brokers Realty LLC, Robert Lee Johnson Broker, Rocky Mountain Estate Brokers Inc., David P. Whitley Auctioneer, Michael R. Johnson, Anna E. Johnson and The Forks General Store LLC. This release extends to all physical and environmental conditions of the property.
10. Purchaser agrees to forfeit all earnest money and deposits to Seller if Purchaser fails to perform under the contract.

11. Purchaser and Seller agree that faxed and emailed delivery of documents and signatures are acceptable.
12. Rocky Mountain Estate Brokers Realty LLC, Robert Lee Johnson Broker is acting as a Seller's Agent. Purchaser represents and warrants to Seller and Broker that, other than as registered with Broker prior to the sale, Purchaser has not been represented by any real estate agent or finder in connection with this transaction.
13. Purchaser hereby acknowledges receipt of all required disclosures including source of water addendum and lead based paint. Purchaser waives his or her right to conduct any lead based paint tests.
14. Announcements on the day of sale supersede all other prior communications but in no way modify these terms. Purchaser consents to audio, video or photographic recording of the auction by Rocky Mountain Estate Brokers Realty LLC. Any recordings made are the property of Rocky Mountain Estate Brokers Realty LLC and may be used for advertising, marketing or other promotional purposes. This is a public auction conducted on private property. Anyone considered, in the sole discretion of Rocky Mountain Estate Brokers Realty LLC, to be disruptive or harmful to the auction process will be removed from the premises.
15. Bid Rigging is a violation of Federal law and the Sherman Anti-Trust Act. It is punishable by severe fines and jail sentences. Any attempt to influence or suppress the price at this auction will be immediately reported to the Department of Justice, the US Attorney's Office and the Federal Bureau of Investigation.



Bidder Registration Form

August 28, 2010

The Forks Larimer County, CO Real Property Auction
17685 North US Highway 287 Livermore, Colorado 80536

Bidder Number: _____

Name: _____

Address: _____

Telephone: _____

Cell Phone: _____

Email address: _____

Real Property \$10,000.00 Deposit In The Form Of: _____

I have read and agree to be bound by all of the attached terms and conditions of the Real Estate Auction held August 28, 2010 for the property commonly known as **17685 North US Highway 287 Livermore, Colorado 80536**. If I am the high bidder, I agree to immediately sign the Contract to Buy and Sell Real Property and that my deposit shall apply as stated in that contract.

Agreed to this 28th day of August, 2010

Signature

I acknowledge the return of my deposit. _____