



EXHIBIT "A"

TERMS AND CONDITIONS  
GREMAR, LLC Liquidation Auction  
Rome, Floyd County, GA  
Wednesday, December 7<sup>th</sup> @ 2:00 PM

These "Terms and Conditions" supersede all other printed and oral statements and will be attached to and become a part of the Real Estate Sales Contract as Exhibit "A", which will prevail over this document and any other agreement between the Buyer and Seller.

**CONDITIONS OF SALE:** Dempsey Auction Company (Auctioneer/Broker) has entered into a contract with the GREMAR, LLC (Seller), **TO OFFER AT AUCTION**, (14) certain parcels of real estate located in Rome and Cave Spring, Floyd County, GA.

All property, real and personal, is selling "**AS IS, WHERE IS**" and being conveyed by Seller as provided for below. It is offered for sale and sold "**AS IS and WITH ALL FAULTS, IF ANY**" without representation or warranty of any kind as to their condition. No warranties, either statutory or otherwise, expressed or implied, including those as to the fitness for a particular use or purpose, habitability, merchantability, or environmental condition including, but not limited to, any hazardous substances, hazardous waste, petroleum or petroleum by-products (collectively Hazardous Materials), concerning the property are given by the Auctioneer or Seller. Neither the Auction Company nor the Auctioneer makes any representation concerning the property whatsoever. All bidders acknowledge and agree by their participation in the Auction, that he/she has inspected the Property and is not relying on any warranty or representation of the Seller, Auctioneer or any agent thereof. For compliance with Section 1018 of the Residential Lead-Based Paint Hazard Reduction Act of 1992, interested purchasers have had ten a (10) day inspection period prior to the auction for assessment of possible lead-based paint hazards.

We require all bidders register and obtain a bid number in order to participate in the bidding process. All decisions of the Auctioneer will be final, including the increments of bidding, disputes among bidders, or any other issues that might arise before, during or after the auction.

The Seller has the right, at their sole discretion; to add or withdraw all or any portion of the property before the auction on Wednesday, December 7<sup>th</sup> @ 2:00 PM. These properties are **Selling Subject to Owner Confirmation** and all offers may be held open until Friday, December 9<sup>th</sup> @ 5:00 PM.

**CONVEYANCE:** All property will be conveyed by Limited Warranty Deed with title insurance available at the Buyer's expense.

**RESERVATIONS & RESTRICTIONS:** The real estate will be sold subject to any and all restrictions, public utilities, encroachments, zoning ordinances, easements, Rome and Cave Spring, Floyd County regulations, protective covenants, any existing rights of way and all other matters now of record or shown on attached plat.

**ONLINE PURCHASERS' PAYMENT:** At the close of the auction, successful Purchaser(s) will be emailed the contract package to execute and return to Dempsey Auction Co. Successful Purchaser(s) will deposit 10% of the Contract Sales Price as earnest money in the form of cashier's check or bank wire transfer with Dempsey Auction Co within 24 hours of receipt of the contract package. The entirety of the remaining balance is due at closing as stipulated in the "Terms and Conditions". Purchaser(s) shall be responsible for all wire transfer fees. Successful Purchaser(s) not executing and returning their contract with earnest money deposit within 24 hours of receipt will be considered in default and subject to an Administrative Fee (as defined below). **All Administrative Fees are non-refundable.**

**TECHNICAL SOFTWARE ISSUES:** NEITHER THE COMPANY PROVIDING THE SOFTWARE NOR THE AUCTION COMPANY SHALL BE HELD RESPONSIBLE FOR A MISSED BID OR THE FAILURE OF THE SOFTWARE TO FUNCTION PROPERLY FOR ANY REASON. Dempsey Auction Company is providing online bidding as a service to Bidder. Bidder acknowledges and understands that this service may or may not function correctly the day of the auction. Under no circumstances shall Bidder have any kind of claim against Dempsey Auction Company or anyone else if the internet service fails to work correctly. Dempsey Auction Company will not be responsible for any missed bids from any source.

**DEFAULT:** In the event, a winning bidder fails to submit the signed "Sales Contract" and deposit earnest money as provided in the pre-stipulated Terms and Conditions, the winning bidder will be charged an administrative fee of \$2,500 on the credit card provided at auction registration. Additional default remedies are reserved by Dempsey Auction Co and the Sellers as provided in the Terms and Conditions and the Sales Contract.

**PAYMENT:** A 10% Buyer's Premium on Real Estate will be added to the Bid Price on all real estate today to arrive at the final purchase price. The purchaser will be required to sign the Real Estate Sales Contract and pay a non-refundable earnest money deposit equal to 10% of the final purchase price immediately following the Auction. This payment may be made with either a personal or company check. This deposit will be held in a non-interest-bearing escrow account under the control of Dempsey Auction Co. No disbursements will be made from this escrow account until closing or otherwise in accordance with this agreement. In the event the purchaser fails to close and pay his/her balance when due, the deposit may be retained by the Seller and Auctioneer as liquidated damages in addition to any other remedies available to the Seller and Auctioneer.

Broker, Dempsey Auction Company