

### Terms and Conditions for Timed Online Auctions

The following Terms and Conditions for Timed Online Auctions (“Terms and Conditions”) apply to all online auctions conducted by United Country Lifestyle Properties of Maine. The United Country Lifestyle Properties of Maine shall be referred to as “we” or “our” or “Auctioneer” in the following Terms and Conditions, and references to the Auctioneer include all the Auctioneer’s employees, officers, directors, principals, employees, agents and other representatives.

The Auctioneer is conducting this auction as an online auction only. Bidders are referred to as “you” or “your” or “Bidder(s)” in the following Terms and Conditions. You are required to acknowledge that you have read and understand these Terms and Conditions before you will be allowed to register for and bid at this auction. In addition, the Auctioneer may add additional terms and conditions (the “Additional Terms and Conditions”) for this auction, and you will be required to acknowledge that you have read and understand any such Additional Terms and Conditions. Such Additional Terms and Conditions may include notification that there is a published or unpublished reserve, or that the results of the bidding at this auction are subject to confirmation of the property at issue (the “Seller”). In the event of any conflict between these Terms and Conditions and any such Additional Terms and Conditions provided by the Auctioneer, the Additional Terms and Conditions shall apply and shall supersede any conflicting provisions in these Terms and Conditions.

**Agent for Seller:** The Auctioneer does not own or have any interest in the property being sold in this auction. The Auctioneer is representing the Seller exclusively in this auction transaction.

**Due Diligence:** It is your responsibility to obtain and read the Property Information Package (“PIP”) relating to the property being sold at this auction, as well as any and all other information made available on the United Country Lifestyle Properties of Maine website relating to this auction and the property being sold at this auction. You acknowledge and represent that you have done so. Notwithstanding the foregoing, you also acknowledge and agree that the sale pursuant to this auction is being made on an “as-is, where-is” basis, with no representations or warranties of any kind, expressed or implied, by the Seller and/or the Auctioneer. You further acknowledge that any information contained in the PIP or otherwise obtained through the United Country Lifestyle Properties of Maine website or directly or indirectly from the Auctioneer and/or the Seller is being presented to the best of the Auctioneer’s and the Seller’s actual knowledge without independent verification. Therefore, it is your sole and exclusive responsibility to inspect the property; review the documents relating to the property; assess the accuracy and completeness of the information contained in the PIP and any such other documents; and independently verify and confirm any estimates, projections, or assumptions relating thereto, none of which may be considered to be guarantees. In connection therewith, you have the sole and exclusive responsibility to select and consult with any and all professional advisors of your choosing in determining whether to bid at this auction. You acknowledge that you have relied exclusively on your own investigation and determinations and the advice of your own professional advisors, and expressly represent that you have not relied upon any information provided by the Seller or the Auctioneer in any way, whether through the PIP or other documents, through the Auctioneer’s website, or by any oral, written or electronic communications with the Auctioneer or the Seller, or otherwise.

**No Conditions or Contingencies:** Without limiting the generality of the foregoing, you acknowledge and agree (i) that the completion of the sale following the conclusion of the auction is not contingent upon any inspection or verification of any such information, and the Closing Date or Closing Time (as defined below) will not be extended in order to permit any such inspection or review; (ii) that neither the Seller nor the Auctioneer nor any real estate agent participating in the transaction to which this auction relates shall have any liability for any relief, including damages of any kind, rescission or reformation of the Purchase Contract (as defined below) or adjustment to the terms of the Purchase Contract based upon any failure of the property to conform to any description contained in the PIP, or to any standard or any expectation that you may have in connection with the property; and (iii) that the completion of the sale is not subject to any financing or other contingency of any sort. **You represent and warrant that by registering to bid and bidding during this auction, you have conducted all necessary investigations, and have determined to place a bid relying solely on your own independent investigation or verification of material facts concerning the sale and the suitability of the property for your intended use if you are the successful bidder.**

**Registration and Verification:** In order to bid at this auction, you will be required to register at the United Country Lifestyle Properties of Maine website, [www.lifestylepropertiesofmaine.com](http://www.lifestylepropertiesofmaine.com) (the “United Country Lifestyle Properties of Maine website”). All bidders seeking to register for this auction must be eighteen (18) years of age or older, must be eligible to bid in the Auctioneer’s sole discretion based on the Auctioneer’s past experience with the registering bidder or otherwise.

When your registration to bid on this auction has been approved, you will receive an email notification that you have been approved for bidding. In addition, bidding rights are not absolute, and all registrations are subject to manual verification at any time, and from time to time, by the Auctioneer. We may suspend or terminate your registration for this auction at any time, and for any and all reasons or for no reason, in our sole discretion. We will notify you by email if your approval to bid at this auction has been terminated or suspended.

**Bidding Time:** This auction is a timed auction event. Bidding is scheduled to begin and close at the times set forth on the United Country Lifestyle Properties of Maine website. All time references on the bidding site for United Country Lifestyle Properties of Maine online auctions are **expressed in Eastern Time**, and you should therefore be mindful of the need to convert to local time when bidding on auctions of properties located in other time zones. It is your responsibility to check the United Country Lifestyle Properties of Maine website carefully so that you are aware of the scheduled closing time.

**Extended Bidding Time:** The Auction is scheduled to begin on the “Starting Date and Time” and tentatively end on the “Scheduled Ending Date and Time” that are listed on the property page of United Country Lifestyle Properties of Maine’s website; however, for a bid received just before the Scheduled Ending Date and Time, an automatic extension feature in the online-bidding platform will extend the Scheduled Ending Date and Time and keep the Auction open for an additional period of time beyond the time that the last bid was received, and this process will repeat every time a subsequent bid is received. Subsequent and additional extensions shall be applied to any and all bids placed during any such extension period until an extension period has expired without additional bids being placed, at which time the bidding time, as extended, shall be closed. The number of minutes of Extended Bidding Time may vary in the sole discretion of the Auctioneer. For example, if the extension period specified by the auctioneer is 4 minutes, and the scheduled ending time is 2 PM but a bid is placed at 1:59 PM, the auction closing time would be extended by 4 minutes and the auction would close at 2:03 PM. Because of the possibility of extended bidding time, Bidders should continue to participate in the auction until receiving notification that the auction has closed and, in the case of a presumed High Bidder (as defined below), until receiving a notification of the amount of the high bid as of the time of closing of the auction.

**Bidder Responsibility:** Bidders must take care in entering bids, and each Bidder will be responsible for all bids placed under the Bidder’s approved registration. Once entered and recorded online, a bid is deemed to be final on behalf of the registered Bidder and may not be modified, retracted or rescinded in whole or in part.

**Bid Increments:** Once bidding has commenced, any advances on a bid must be made in increments at least as great as those which we, in our sole discretion, have determined. We may, in our sole discretion, change or modify the required bid increments from time to time, or at multiple times, during the auction.

**Maximum Bid Amount:** We also provide opportunities for a bidder to submit a maximum bid amount (a “Max Bid”) and to direct that our website bid on such bidder’s behalf in scheduled increments until the maximum amount identified by the bidder has been reached. In the event that you later enter a Max Bid with the same maximum bid amount as was previously authorized by another bidder’s Max Bid or enter a specific bid in the same amount as was previously authorized by another bidder’s Max Bid, the other bidder’s Max Bid as previously entered before your bid will be deemed to be the prevailing bid at that amount, and you will be deemed to be outbid. In the event that there should be any dispute among competitive bidders with regard to the identity or amount of the high bid, the Auctioneer may reopen bidding on the property and may, in conjunction with such reopening of the bidding, designate one of the bidders as the “High Bidder” in the Auctioneer’s sole discretion. All decisions by the Auctioneer shall be final.

**Technical Problems:** We have made reasonable efforts to provide for online bidding for this auction. You recognize and acknowledge, however, that technical problems with hardware, software, or internet connectivity, as well as human errors, may arise and may affect, without limitation, the United Country Lifestyle Properties of Maine website, our online bidding program and process, your or our internet service and access, and your connection to this auction’s bidding program and process. You further acknowledge that these and other technical problems may develop at any time and with or without notice. You acknowledge and agree that neither we nor the Seller is in any way responsible for any such technical problems, and that you have no absolute or other right to be able to bid on this auction in the event of any such technical problems. Notwithstanding the foregoing, you further acknowledge and agree that, in the event of any such technical problems, we reserve the right to postpone or cancel the auction and/or extend the bidding time for this auction and/or relist the property for auction at another time, in our sole discretion, and that our decision with regard to any such actions is and will be final.

**Terms Specific to This Auction or Property:** As noted above, the Auctioneer may provide Additional Terms and Conditions that are specific to this auction or the property or properties being sold at this auction. Without limiting the generality of the foregoing, such Additional Terms and Conditions may, but shall not necessarily be required to, include without limitation, provisions relating to the following: extended bidding time; and bid increments.

**Bidding Authorization:** A bid deposit in an amount set forth on the United Country Lifestyle Properties of Maine website or as communicated by the Auctioneer in the Additional Terms and Conditions may be required in order to bid. Any such deposit will be required in actual funds, which the Auctioneer may hold until the completion of bidding and for a reasonable period of time to allow for the return of any such funds after the conclusion of the auction. Please see specific requirements associated with the property

for which you are registering to bid, as set forth on the United Country Lifestyle Properties of Maine website or in the Additional Terms and Conditions.

**Earnest Money Deposit:** If you are the successful bidder, you may then be required to tender a deposit or an additional deposit in the form of a cashier's check or wire transfer, within 24 hours or such other time as may be specified by the Auctioneer following the close of the auction, to be held by the Auctioneer or a designated escrow agent, all as set forth on the United Country Lifestyle Properties of Maine website or in the Additional Terms and Conditions.

**Purchase Contract:** If you are the successful bidder, you will be required to sign a purchase and sale agreement or similar agreement or document, however captioned or titled (the "Purchase Contract") and other necessary documents in the form designated by, and within the time periods established by, the Auctioneer, generally 24 hours. The terms of the Purchase Contract are expressly not negotiable, and the Purchase Contract must be signed in the name of the High Bidder and, except as may specifically be permitted by the terms of the Purchase Contract or expressly agreed upon in writing by the Seller or Auctioneer in their sole discretion, may not be assigned to any other person or party. The Purchase Contract and such other documents will set forth the specific terms and conditions of the sale, including the time by which the High Bidder's purchase of the property must be completed. Copies of some or all of these documents are available on the United Country Lifestyle Properties of Maine website or may be obtained from the Auctioneer, and it is your responsibility to obtain, read, and understand the provisions of any such documents before bidding at this auction. The Seller's obligations to the successful bidder are exclusively as set forth in the Purchase Contract.

**Buyer's Premium:** A buyer's premium ("Buyer's Premium") in a percentage specified by the Auctioneer as noted on the United Country Lifestyle Properties of Maine website for each specific property auction or in the Additional Terms and Conditions may be added to the successful bidder's highest bid price. Any such Buyer's Premium shall become part of the total purchase price in the Purchase Contract and must be paid by the successful bidder.

**Closing:** All sales must close within a period of time (the "Closing Time") or on a date certain (the "Closing Date") set forth in the Purchase Contract, unless extended by the Seller in writing. Unless otherwise provided in the Purchase Contract or other documents pertaining to this particular auction, any extensions shall be requested in writing not later than five (5) days before expiration of the Closing Time or the scheduled Closing Date, as the case may be, and any such requests may or may not be considered by the Seller and granted by the Seller in the Seller's sole discretion. In preparation for the closing, the balance of the purchase price and any and all other funds necessary to complete the purchase must be provided by the successful bidder to the Seller or its closing agent(s), in immediately available funds or by wire transfer as directed by the Seller's closing agent(s), not later than forty-eight (48) hours before the scheduled closing or at such other time as may be expressly designated by the Seller's closing agent(s).

**High Bidder's Default:** Successful Bidders who fail to close in a timely manner for any reason shall be required to release their deposit(s) to Seller as partial and nonexclusive liquidated damages and not as a penalty, and the Seller retains the unilateral right to cancel any escrow and retain the successful bidder's deposit in the event the successful bidder fails to complete the purchase as required by the terms of the Purchase Contract. A successful bidder who fails to submit an executed Purchase Contract, fails to make any required earnest money deposit, or fails to close in a timely manner may also be prohibited from bidding on future auctions conducted by the Auctioneer or the Auctioneer's affiliates, in the discretion of the Auctioneer and any such affiliate or affiliates. These remedies are in addition to any other remedies, including specific performance, and/or additional money damages that the Seller and/or the Auctioneer may have in equity or at law. The Auctioneer and the Seller also reserve the right immediately to put the property up for sale again.

**General Terms and Conditions:** You acknowledge and agree that the Auctioneer reserves the right, for any reason or for no reason in the Auctioneer's sole discretion, (i) to determine who has access to and who may bid at this auction, (ii) to postpone or cancel the auction, (iii) to withdraw the property or any one or more properties from the auction, (iv) to change any terms of the auction or particular conditions of sale upon announcement prior to or during the course of the auction, (v) to bid on behalf of the Seller up to the amount of any reserve price, where permitted by law, (vi) to reject any and all bids, and (vii) to select the winning bid. You further acknowledge that neither the Seller nor the Auctioneer nor any real estate agent involved in this auction is making any representation or warranty as to the manner in which the sale process will be managed, and that, except as may otherwise be provided by law, any acceptance of a winning bid prior to the execution of a binding Purchase Contract may be rescinded by the Seller in the Seller's sole discretion and for any reason whatsoever including the receipt of a subsequent bid, and that the Seller's obligation to sell any property or properties in this auction shall not be binding until such final Purchase Contract is signed and delivered by the Seller and the winning bidder. The Auctioneer may sell the property or any one or more properties subject to this auction in advance of the auction, in the Auctioneer's sole discretion. The Bidder hereby consents to personal jurisdiction in any state or federal court located within the State of Maine, which shall be the sole venue for any actions arising out of or relating hereto. This Agreement shall be construed in accordance with and governed by the internal laws of the State of Maine, without giving effect to the conflict of law principals hereof.

Additional Online Terms and Conditions-  
M11 L7 Greenville Road, Monson

**Buyer's Premium: Ten percent (10%) Buyer's Premium** based on the successful Bidder's highest bid.

**Closing:** Sold in As-Is, Where-Is condition, no contingencies. **Must close not later than April 17, 2023**

**Deposit Amount:** Minimum deposit of Five Thousand (\$5,000.00) or ten percent (10%), whichever is greater, due within twenty-four (24) hours of auction.

**Buyer Broker Co-op:** Two percent (2%) of the high bid will be paid to a properly registered buyer broker at settlement.

**Agency Disclosure:** The authorized agent acting as auctioneer/agent is an agent for the seller only.

**Disclaimer:** Sellers, their representatives and Auctioneer/agent shall not be liable for inaccuracies, errors, or omissions in connection with the auction or the properties related thereto. All square footage and other dimensions are approximate. This offering is subject to prior sale and may be withdrawn, modified or cancelled at any time without notice.

1. **Property Information Package:** Prior to bidding, Bidders should download and review the Property Information Package ("PIP") available at [mcpshailrealty.com](http://mcpshailrealty.com).
2. **Subject to Sale Prior To Auction:** Property may be sold prior to conclusion of online bidding.
3. **Auction Type:** This auction is with reserve.
4. **High Bidder's Default- Non-Performance Fee:** As noted in the Terms and Conditions for timed online auctions, failure of High Bidder to submit an executed Purchase Contract and any required earnest money deposit will result in the defaulted High Bidder being charged a fee equal to **\$5000 or 10%, whichever is greater.**
5. **Bidding:** Bidders must take care in entering bids, and each bidder will be responsible for all bids placed under the bidder's approved registration. Once entered and recorded online, a bid is deemed to be final on behalf of the registered bidder and may not be modified, retraced or rescinded in whole or in part.
6. **Extended Bidding Time:** As noted in the Terms and Conditions for Timed Online Auctions, there is an automatic extension feature that will extend the auction ending time for an additional period of time. The extension bidding time for this auction will be 1 minute. For complete details, please see Extended Bidding Time in the Terms and Conditions for Timed Online Auctions.
7. **Buyer's Premium:** A ten percent (10%) Buyer's Premium will be added to the high bid amount.
8. **Purchase & Sale Agreement Execution:** At the time of registering to bid for an online auction, Bidders must provide an e-mail and telephone number they can be reached at immediately following the close of the online bidding event. Immediately after the close of the online bidding event, High Bidder must execute the Purchase Contract via a secure online document signing service. The high bid offer will remain valid, irrevocable and available for the Seller's acceptance.
9. **Earnest Money Deposit:** Successful High Bidder will be required within twenty-four (24) hours following the notification of high bid acceptance to submit to the Escrow Company or Auctioneer, acting as an escrow agent, by wire transfer, bank check, cashier's check or certified check in \$USD and payable to the Escrow Company or Auctioneer, a non-refundable deposit equaling \$5000 or 10% of the Purchase Price (**High Bid Amount + 10% Buyer's Premium Fee= Purchase Price**)
10. **Closing:** Must be on or before the date indication on the Purchase and Sale Agreement
11. **Brokerage Participation Fee:** United Country Lifestyle Properties of Maine encourages cooperating brokerage participation with licensed real estate agents. A fee of two percent (2%) of the high bid will be paid at closing by United Country Lifestyle Properties of Maine to a cooperating brokerage who registers the successful buyer that closes on the property. (No commission will be paid if the buyer fails to close). Buyer Brokers must register their client by e-mail with United Country Lifestyle Properties of Maine by emailing [morgan@lifestylepropertiesme.com](mailto:morgan@lifestylepropertiesme.com) prior to the client placing any bids in the online bidding event. Registration must be on the Broker/Client Registration form provided by United Country Lifestyle Properties of Maine. The form must be signed by both the buyer broker and the client. Brokers and/or agents acting as principals are not eligible for this commission. There will be no exceptions to this procedure.