

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

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In re:

BH SUTTON MEZZ LLC,
a Delaware Limited Liability Company,
SUTTON 58 OWNER LLC,
a Delaware Limited Liability Company, and
SUTTON 58 OWNER LLC,
a New York Limited Liability Company,

Chapter 11
Case No.: 16-10455 (SHL)
(Jointly Administered)

Debtors.
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ORDER: (I) AUTHORIZING AN AUCTION SALE OF THE DEBTORS' REAL PROPERTY AND RELATED DEVELOPMENTS RIGHTS, FREE AND CLEAR OF ALL LIENS, CLAIMS AND ENCUMBRANCES, WITH SUCH LIENS, CLAIMS AND ENCUMBRANCES TO ATTACH TO PROCEEDS OF SALE BUT SUBJECT TO CERTAIN CONSTRUCTION LICENSE AGREEMENTS, ZONING LOT AND EASEMENT DEVELOPMENT AGREEMENTS; (II) APPROVING THE TERMS AND CONDITIONS TO GOVERN THE AUCTION SALE; (III) SETTING AN AUCTION SALE DATE; AND (IV) GRANTING RELATED RELIEF

Upon the Order (the "Scheduling Order") [Dkt. No. 289] shortening time and limiting notice of the amended motion (the "Amended Motion") [Dkt. No. 287] of debtors and debtors-in-possession BH Sutton Mezz LLC, a Delaware Limited Liability Company ("Sutton Mezz"), Sutton 58 Owner LLC, a Delaware Limited Liability Company ("Sutton Owner DE") and Sutton 58 Owner LLC, a New York Limited Liability Company ("Sutton Owner NY", and together with Sutton Mezz and Sutton Owner DE, the "Debtors"), by their counsel, LaMonica Herbst & Maniscalco, LLP, seeking the entry of an Order, pursuant to 11 U.S.C. §§ 105(a), 363 and 365, and Rules 2002, 6004 and 6006 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"): (I) authorizing a public auction sale (the "Auction Sale") of: (A) the Debtors' real properties located at, and known as, 428, 430 and 432 East 58th Street, New York, New York 10022 (the "Real Property"); and (B) all zoning and development rights owned by or available to

the Debtors and/or to which the Debtors have a right, title and interest in, including the rights, licenses, easements and other agreements contained in those certain agreements: (i) with the owners of: (a) 426 East 58th Street, New York, New York (Lot 36), including certain construction licenses and the right to 13,185 square feet of unused development rights; (b) 422 East 58th Street, New York, New York (Lot 37), including the right to 21,750 square feet of unused development rights; (c) 434 and 436 East 58th Street, New York, New York (Lots 31 and 33), including certain construction licenses and the right to 33,442 square feet of unused development rights; (d) 440 East 58th Street, New York, New York (Lot 30), including the right to 13,556 square feet of unused development rights; (e) 442 East 58th Street, New York, New York (Lot 129), including the right to 16,267 square feet of unused development rights; (f) 444-446 East 58th Street, New York, New York (Lot 29), including the right to 22,583 square feet of unused development rights; (g) 461 East 57th Street, New York, New York (Lot 22), including the right to 23,428 square feet of unused development rights; and (h) 455 East 57th Street, New York, New York (Lot 19), including the right to use such property as a pass-through to allow for the acquisition of unused development rights from 461 East 57th Street, New York, New York; and (ii) with Gemini Residential LLC, including the right to 57,715 square feet of inclusionary development rights pursuant to that certain Inclusionary Air Rights Purchase Agreement dated January 20, 2015 (the “Development Rights”, and together with the Real Property, the “Assets”) to the highest or best bidder, free and clear of all liens, claims and encumbrances (the “Liens”), with such Liens to attach to the proceeds of sale in the same order, priority, and extent as they existed on the date the Debtors filed for bankruptcy, but subject to certain construction license agreements, zoning lot and easement development agreements with neighboring properties located at 426 East 58th Street, New York, New York and 434 East 58th Street, New York, New York; (II) approving the terms and conditions to govern the

Auction Sale of the Assets; (III) setting a date for the Auction Sale; and (IV) granting such other and further relief as this Court deems just and proper; and the Affidavit of Service evidencing proof of service of the Scheduling Order and Amended Motion [Dkt. No. 292]; and upon the Limited Objection of 434 East 58th Street Owners, Inc. to the Amended Motion [Dkt. No. 299]; and upon the hearing held before the Court on November 21, 2016 (the "Hearing"), the transcript of which is incorporated herein by reference; and the Debtors, Sutton 58 Associates, LLC, the Official Committee of Unsecured Creditors, 434 East 58th Street Owners, Inc. and F+P Architects New York, Inc. having appeared at the Hearing through their respective counsel; now, therefore, it is hereby

ORDERED, that the Amended Motion is granted to the extent set forth at the Hearing; and, it is further

ORDERED, that the Limited Objection of 434 East 58th Street Owners, Inc. to the Amended Motion [Dkt. No. 299] is resolved as set forth at the Hearing; and, it is further

ORDERED, that the attached Terms and Conditions of Sale are hereby approved and the Debtors are authorized to conduct the Auction Sale of the Assets in accordance with the attached Terms and Conditions of Sale; and, it is further

ORDERED, that, on or before November 22, 2016, the Debtors shall cause a Notice to Creditors and Other Parties in Interest of Public Auction Sale to be served on all interested parties by first class mail and email (if known) and shall file proof of such service with the Court; and, it is further

ORDERED, that the Debtors are authorized and directed to take such steps, execute such documents and expend such funds as may be reasonably necessary to effectuate and implement the terms and conditions of this Order.

Dated: November 21, 2016
New York, New York

/s/ Sean H. Lane
Hon. Sean H. Lane
United States Bankruptcy Judge

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

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In re:

Chapter 11

BH SUTTON MEZZ LLC, et al.,

Case No.: 16-10455 (SHL)
(Jointly Administered)

Debtors.
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TERMS AND CONDITIONS OF SALE

The following terms of sale (the “**Terms of Sale**”) shall govern the sale (the “**Sale**”) of the following assets: (i) the real properties located at, and known as, 428, 430 and 432 East 58th Street, New York, New York 10022 (the “**Real Property**”); and (ii) all zoning and development rights owned by or available to the Debtors (as hereinafter defined) and/or to which the Debtors have a right, title and an interest in, including the rights, licenses, easements and other agreements contained in those certain agreements (a) with the owners of (1) 426 East 58th Street, New York, New York (Lot 36), including certain construction licenses and the right to 13,185 square feet of unused development rights; (2) 422 East 58th Street, New York, New York (Lot 37), including the right to 21,750 square feet of unused development rights; (3) 434 and 436 East 58th Street, New York, New York (Lots 31 and 33), including certain construction licenses and the right to 33,442 square feet of unused development rights; (4) 440 East 58th Street, New York, New York (Lot 30), including the right to 13,556 square feet of unused development rights; (5) 442 East 58th Street, New York, New York (Lot 129), including the right to 16,267 square feet of unused development rights; (6) 444-446 East 58th Street, New York, New York (Lot 29), including the right to 22,583 square feet of unused development rights; (7) 461 East 57th Street, New York, New York (Lot 22), including the right to 23,428 square feet of unused development rights; and (8) 455 East 57th Street, New York, New York (Lot 19), including the right to use such property as a pass-through to allow for the acquisition of unused development rights from 461 East 57th Street, New York, New York; and (b) with Gemini Residential LLC, including the right to 57,715 square feet of inclusionary development rights pursuant to that certain Inclusionary Air Rights Purchase Agreement dated January 20, 2015 (the “**Development Rights**”, and together with the Real Property, the “**Assets**”).

The Sale is being made pursuant to a chapter 11 plan of liquidation (the “**Plan**”) filed in connection with the Chapter 11 bankruptcy cases of BH Sutton Mezz LLC, a Delaware Limited Liability Company (“**Sutton Mezz**”), Sutton 58 Owner, LLC, a New York Limited Liability Company (“**Sutton Owner NY**”), and Sutton 58 Owner, LLC, a Delaware Limited Liability Company (“**Sutton Owner DE**”, and together with Sutton Mezz and Sutton Owner NY, the “**Debtors**”). The Debtors’ Chapter 11 bankruptcy cases are being jointly administered before the United States Bankruptcy Court for the Southern District of New York (the “**Bankruptcy Court**”) under case number 16-10455-SHL. The Sale of the Assets is being conducted pursuant to Bankruptcy Code Sections 363(b), (d), (f), (k) and (m) and is subject to confirmation of the Plan. The seller shall be the authorized representative of the Debtors’ Chapter 11 bankruptcy estates. References to “Debtors” below shall mean such authorized representative under the Plan or other order of the Bankruptcy Court.

I. Qualified Bidder Status

Any potential individual, partnership or entity that wishes to tender an offer or bid to purchase the Assets must be deemed a “**Qualified Bidder**”. A Qualified Bidder is a potential bidder who no later than **December 8, 2016 at 3:00 p.m.** delivers so as to be actually received by (a) the Debtors’ retained real estate brokers, Jones Lang LaSalle Americas, Inc., 330 Madison Avenue, New York, New York 10017, Attn: Scott Latham, and Meridian Sales Group, 800 Third Avenue, 38th Floor, New York, New York 10022, Attn: David Schechtman (collectively the “**Broker**”), (b) counsel to the Debtors, LaMonica Herbst & Maniscalco, LLP (“**LH&M**”), 3305 Jerusalem Avenue, Suite 201, Wantagh, New York 11793, Attn: Joseph S. Maniscalco, Esq., (c) counsel to the unsecured creditors committee (the “**Committee**”), Westerman Ball Ederer Miller Zucker & Sharfstein, LLP, 1201 RXR Plaza, Uniondale, New York 11556, Attn: Thomas A. Draghi, Esq., and (d) counsel to Sutton 58 Associates LLC (“**Lender**”), Kramer Levin Naftalis & Frankel LLP, 1177 Avenue of the Americas, New York, New York 10036, Attn: Adam C. Rogoff, Esq. (the “**Bid Deadline**”), the following:

1. A written and signed irrevocable and binding offer (the “**Qualifying Statement**”) that:
 - a. fully discloses the identity of the person or entity that is bidding for the Assets (the “**Bidder**”). The Bidder must fully disclose all persons or entities that may be participating with the Bidder including the identity of any partner, member, equity holder or financial backer of the Bidder;
 - b. includes the Bidder’s address, e-mail address and telephone number where the Bidder may be contacted along with its counsel’s information;
 - c. states that the Bidder is financially able and interested in acquiring the Assets for the cash price of its offer without any contingencies as to financing and/or additional due diligence of any kind whatsoever, except as provided herein;
 - d. contains a signed acknowledgment that any bid by the Bidder shall not be contingent upon such Bidder obtaining financing;
 - e. contains a signed acknowledgment that the Bidder will be bound by its bid and the representation and statements made in the Qualifying Statement until seven days after the Closing Date (defined herein) or until such bid is rejected in writing by the Debtors in consultation with the Committee and Lender;
 - f. is accompanied by a signed confidentially agreement with respect to all aspects of the Sale in a form to be provided by the Debtors or the Broker, which agreement shall be reasonably acceptable to the Committee and Lender;

- g. is accompanied by financial information which fairly and reasonably demonstrates the source of the Bidder's ability to close on the purchase of the Assets in the amount of its bid in the event that the Bidder is accepted by the Debtors as the Successful Bidder (as defined herein), subject to approval of the Bankruptcy Court;
 - h. is accompanied by a representation that the Bidder has the funding available to make a good faith deposit in the amount of the lesser of \$2.5 Million Dollars or five percent (5%) of its bid in immediately available funds (the "**Deposit**"), which Deposit will be made by wire transfer to an attorney escrow account designated by the Debtors pursuant to wire instructions to be provided which Deposit must be actually received by no later than December 12, 2016 at noon; provided that if the Auction is adjourned as provided for below, the Deposit shall be due no later than noon on the business day immediately preceding the Auction date (e.g., December 19th at noon if the Auction is held on December 20th). In the event the Deposit is not actually and timely received, the Bidder will not be deemed a Qualified Bidder and will not be permitted to participate at the Sale; and
 - i. contains a signed acknowledgment that if the Bidder is determined by the Debtors to be the Successful Bidder (defined herein), subject to the approval of the Bankruptcy Court, that it will, within three (3) business days after the Auction, increase the Deposit as necessary to an amount equal to ten percent (10%) of its final bid with **Time Being Of The Essence** as to the Successful Bidder's obligation to increase the Deposit.
- 2. An executed original of these Terms of Sale in which the Bidder agrees and acknowledges that it will be irrevocably bound by each of the terms herein including the following:
 - a. The Bidder expressly acknowledges that it has relied solely on its own independent due diligence, investigation, analysis and valuations of the Assets and that it did not rely upon any oral or written statements, representations, warranties, promises or guarantees whatsoever, whether expressed or implied with respect to the Assets from the Debtors, the Committee, the Lender, their professionals, Brokers, agents and/or representatives.
 - b. The Debtors, the Committee, the Lender, their professionals, Brokers, agents and representatives, have not made, and do not make, any representations as to the Assets physical condition, rents, leases, expenses, zoning, development, operations, value of the land or buildings thereon, if any, or any other matter or thing affecting or related to the Assets, which might be pertinent to the purchase of the Assets, including, without limitation, (i) the current or future real estate tax liability, assessment or valuation of the Assets; (ii) the potential qualification of the Assets for any and all benefits conferred by or available under federal, state, city or municipal laws, whether for subsidies, special real estate tax treatment, insurance, mortgages, or any other benefits, whether similar or dissimilar to

those enumerated; (iii) the compliance or non-compliance of the Assets, in its current or any future state, with applicable present or future zoning ordinances or other land use law or regulation, or the ability to obtain a change in the zoning or use, or a variance in respect to the Assets; (iv) the availability of any financing for the purchase, alteration, rehabilitation, development or operation of the Real Property from any source, including, but not limited to, any state, city or federal government or institutional lender; (v) the current or future use of the Real Property or Assets; (vi) the present and future condition and operating state of any and all machinery or equipment on the Assets, if any, and the present or future structural and physical condition of any building thereon or its suitability for rehabilitation or renovation; (vii) the ownership or state of title of any personal property on the Assets; (viii) the presence or absence of any laws, ordinances, rules or regulations issued by any governmental authority, agency or board and any violations thereof; (ix) any present or future issues concerning subdivision or non-subdivision of the Assets; or (x) the compliance or non-compliance with environmental laws and the presence or absence of underground fuel storage tanks, any asbestos or other hazardous materials anywhere on the Assets.

- c. The Bidder expressly acknowledges that any and all of its incurred expenses concerning any due diligence, such as obtaining title reports or environmental inspections, shall be the sole responsibility of the Bidder, and under no circumstances shall the Debtors, their estates, the Committee, the Lender, the Brokers, or professionals be responsible to pay such expenses.
- d. The Bidder expressly acknowledges that the Bidder will be responsible for completion of any required transfer taxes and any ACRIS forms or applicable recording documents, any required New York State and New York City real property transfer tax forms, if required, and fees associated in connection therewith and the transactions hereunder.
- e. The Bidder expressly acknowledges that **Time Is Of The Essence** with respect to the Bidder's obligation to pay the Deposit (defined herein) and the balance of the purchase price on the Closing Date (defined herein), and that any failure by the Bidder to pay the balance of the purchase price on the Closing Date will result in the Debtors retaining the Deposit as liquidated damages as an asset of the Debtors' estates, and the termination of the Bidder's right to acquire the Assets.
- f. The Bidder expressly acknowledges that **Time Is Of The Essence** as to the Bidder to perform all of the obligations required on its part in accordance with the Terms of Sale.
- g. The Bidder expressly acknowledges that no offer or bid for the Assets shall be deemed accepted by, or binding upon, the Debtors' estates unless and until such offer or bid is accepted in writing by the Debtors and approved by Order of the Bankruptcy Court.

- h. In the event that the Bidder is selected as the highest and best bid at the Auction (the “**Successful Bidder**”), the Bidder expressly acknowledges that it must close on the purchase of the Assets on a date (the “**Closing Date**”) which is not later than fifty (50) days from the date of the Auction. The Sale shall be subject to entry of an Order of the Court confirming the sale of the Assets to the Bidder (the “**Sale Confirmation Order**”). The Debtors, with the prior written consent of the Committee and Lender which consent may not be unreasonably withheld, may extend the Closing Date. The closing shall take place at the office of the Debtors’ professional or such other location as reasonably requested by the Successful Bidder prior to the Closing by the Debtors. Notwithstanding the foregoing, Debtors may grant the Successful Bidder a twenty (20) day extension (the “**Extension**”), at the request of the Successful Bidder, provided the Successful Bidder provides a written request at least five (5) days prior to the closing date and posts an additional, non-refundable deposit equal to \$5.0 Million (the “**Additional Deposit**”). The Additional Deposit shall be made by wire transfer to the same account as the Deposit. If the Successful Bidder elects for the Extension and wires the Additional Deposit in accordance with the terms herein, the closing on the sale of the Assets shall take place on or before the seventieth (70th) day following the Auction to the Successful Bidder. **Notwithstanding the foregoing, the closing of the Sale of the Assets must occur on or before February 28, 2017, or such later date as may be agreed to in writing by the Debtors, the Committee and the Lender, or otherwise by further Order of the Court. Time Is Of The Essence.**
- i. The Successful Bidder shall be obligated to close on the purchase of the Assets and there is no contingency of any kind or nature that will permit the Successful Bidder to avoid its obligations under these Terms of Sale. Anything to the contrary contained in these Terms of Sale notwithstanding, the Debtors with the prior written consent of the Committee and the Lender, which consent shall not be unreasonably withheld, shall have the right to adjourn the Closing Date in order to remedy any defect to title.
- j. The Bidder expressly acknowledges and agrees that in the event that another person or entity is selected as the Successful Bidder but fails to timely tender the Deposit or Additional Deposit or otherwise perform its obligations under these Terms of Sale, the Debtors, with either (i) the prior written consent of the Committee and Lender or (ii) prior order of the Bankruptcy Court, may contact the second highest bidder (the “**Second Bidder**”) to sell the Assets to the Second Bidder without any further notice (other than to the Committee and Lender) or further approval of the Bankruptcy Court, without giving credit for the Deposit or Additional Deposit and it shall be forfeited by the Successful Bidder, and upon such other terms and conditions as the Debtors deem appropriate in their reasonable business judgment and with either (i) the prior written consent of the Committee and Lender or (ii) prior order of the Bankruptcy Court. Thereafter, the Second Bidder shall be deemed for all benefits and obligations to be the Successful

Bidder and shall comply with the terms, conditions, and obligations set forth herein and the related documents and order of the Bankruptcy Court.

- k. The Bidder expressly acknowledges that the Assets are being sold in accordance with the Plan and pursuant to 11 U.S.C. § 363(b), (d), (f), (k) and (m), **“AS IS”, “WHERE IS” IN ITS CURRENT CONDITION, WITHOUT ANY REPRESENTATIONS, COVENANTS, GUARANTEES OR WARRANTIES OF ANY KIND OR NATURE WHATSOEVER**, and free and clear of any liens, claims or encumbrances of whatever kind or nature, with such liens, if any, to attach to the proceeds of sale, and is subject to among other things (a) any state of facts that an accurate survey may show; (b) any covenants, restrictions and easements of record; (c) any state of facts a physical inspection may show; and (d) any building or zoning ordinances or any other applicable municipal regulations and violations thereof; (e) all leases, if any, as may exist or encumber the Assets or any portion thereof; (f) any existing construction license agreements or zoning easement and development agreements with the existing neighbors at 434 East 58th Street and 426 East 58th Street, which may constitute executory contracts; and (g) environmental conditions.
- l. The Bidder acknowledges that its Bid shall include the payment of any and all cure costs as required under section 365 of the Bankruptcy Code in connection with the assumption of any executory contracts or unexpired leases that constitute part of the Assets subject to the Bid.
- m. The Bidder expressly acknowledges and agrees to otherwise be bound by all the terms of the Terms of Sale.

II. Stalking Horse Option

The Debtors, with either (i) the prior written consent of the Committee and Lender or (ii) separate order of the Bankruptcy Court, reserve the right to enter into an agreement (the **“Stalking Horse Agreement”**) with a Qualified Bidder granting such party “stalking horse” rights to be the initial bidder at a Sale. Should the Debtors, prior to the Sale and subject to the foregoing consent or court approvals requirements, agree to provide a bidder “stalking horse” rights, such rights and procedures will include the following: (i) the “stalking horse” bidder shall pay to the Debtors an amount equal to the lesser of \$2.5 Million Dollars or five percent (5%) of the “stalking horse” bid prior to the Sale (the **“Stalking Horse Bid”**); and (ii) the “stalking horse” bidder must execute and agree to be bound by these Terms of Sale and Submit a Qualified Statement.

III. Opening Bid

Unless the Debtors enter into a Stalking Horse Agreement as provided for above, the Qualified Bidder that, in the Debtors’ reasonable business judgment in consultation with the Committee and the Lender, has bid the highest and best amount for the purchase of the Assets shall be deemed to have submitted the opening bid for the Assets at the Sale (the **“Opening Bid”**). The Debtors, in the exercise of their reasonable business judgment, shall determine, in consultation with its Brokers, the Committee and the Lender, the opening bid and the bid increments at the Sale.

IV. The Sale

The Brokers shall conduct a public sale of the Assets on December 13, 2016 at 11:00 a.m. (“**Auction**”) to be held at Meridian Sales Group, 800 Third Avenue, 38th Floor, New York, New York 10022. The Auction may be adjourned for up to one week such that it occurs on or before December 20, 2016 at 11:00 a.m. with the prior consent of the Committee and the Lender, which consent shall not be unreasonably withheld, or order of the Bankruptcy Court. The Sale shall be governed by the following procedures:

- a. Each Qualified Bidder shall be required to confirm under oath that it has not engaged in any collusion with respect to the bidding or the Sale.
- b. The Debtors, in the exercise of their reasonable business judgment, in consultation with the Broker, the Committee and the Lender, shall determine the successive bid increments at the Sale.
- c. Deposits submitted by the Qualified Bidders who do not become the successful bidder shall be returned by the Debtors within four (4) business days after the Sale.
- d. The Successful Bidder shall within three (3) business days after the Sale increase the Deposit as necessary to an amount equal to ten percent (10%) of its final bid at the Sale with **Time Being Of The Essence** as to the Successful Bidder’s obligation to increase the Deposit.
- e. The Sale shall be transcribed by a court reporter and all Qualified Bidders will be required to sign in and identify their attendance with the court reporter.

V. Miscellaneous

The Debtors, in consultation with the Committee and Lender, reserve the right to reject any offeror or bidder, who in the reasonable business judgment of the Debtors, is believed not financially capable of consummating the purchase of the Assets. The Debtors with either (i) the prior consent of the Committee and Lender or (ii) order of the Bankruptcy Court, reserve the right to withdraw the Assets from sale as they deem necessary or appropriate in their reasonable business judgment. By participating in this process, the Bidder submits itself to the exclusive jurisdiction of the Bankruptcy Court and any disputes concerning the sale of the Assets shall be determined by the Bankruptcy Court.

Neither the Debtors, Debtors’ counsel nor the Debtors’ estates, shall be liable or responsible for the payment of fees of any broker that has not previously been approved by Order of the Bankruptcy Court. The Successful Bidder understands and acknowledges it is responsible to pay the Brokers any commission between the parties in accordance with the Broker Retention Order and that it has read and fully understands the Broker Retention Order. The sale of the Assets by the Successful Bidder is a buyer’s premium.

Nothing contained in these Terms of Sale is intended to supersede or alter any provisions of Title 11 of the United States Code (the “**Bankruptcy Code**”) or otherwise interfere with the jurisdiction of the Bankruptcy Court. All of the terms and conditions set forth in these Terms of Sale are subject to modification as may be directed by the Debtors, with the prior consent of the Committee and Lender, or by the Bankruptcy Court. The Debtors, with the prior consent of the Committee and Lender, and upon notification to the Office of the United States Trustee, reserve the right to modify the Terms of Sale to maintain consistency with the provisions of the Bankruptcy Code and/or prior orders of the Bankruptcy Court.

With respect to any of the foregoing provisions where the Debtors are permitted to act in consultation with the Committee and the Lender, in the event that the Committee and/or Lender do not agree with the Debtors’ determination, the dispute shall be submitted to the Bankruptcy Court for determination.

The foregoing provisions shall not apply to the Lender, who shall be deemed a Qualified Bidder subject to the determination by the Bankruptcy Court that the Lender has an allowed secured claim with respect to some or all of the Assets.

These Terms and Conditions may be modified so as to be consistent with the terms of the Plan and Qualified Bidders will be notified of such modifications on or prior to the commencement of the Auction.

I have read these Terms of Sale and agree to be bound by them. **(Please print clearly)**

Date: _____

Bidder: _____

Signature: _____

Title: _____

Address _____

E-Mail: _____

Phone Number: _____

Attorney Info: _____