

**TERMS OF SALE FOR SEALED BID AUCTION****BID DUE DATE, DECEMBER 7, 2007****1,811± Acres of Land,  
Cochise County, Arizona****AUCTION INFORMATION CENTER**

949-313-0705; FAX 949-250-4440;

email: [info@amgre.com](mailto:info@amgre.com)

**BID PROCEDURE:** All Bids must be received by 5:00 p.m. P.S.T. December 7, 2007, at Accelerated Marketing Group, Inc., 5000 Birch Street, Suite 205, Newport Beach, CA 92660 Attention: Todd Good, President. Bids that are received after the deadline may not be eligible for consideration and may be returned to the sender unopened. All bids must have a complete return address on the outside of the envelope.

**BID FORM:** All Bidders are required to purchase a Property Information Packet. Said packet (PIP) is being sold at a cost of \$30.00. The Seller will consider all bids but is obligated to accept the highest conforming bid at or above the published reserve. A bidder may submit a Conforming Bid, which is a bid subject to the published reserve bid of \$8,600,000 or approximately \$4,750 per acre for approximately 1,811 acres, and on the Contract form supplied in the Bidder's Information Packet. The bid must include a cashier's check in the amount of three percent (3%) of the Total Purchase Price amount as initial earnest money deposit made payable as provided for in the Contract. The earnest money must be increased by an additional seven percent (7%) to total ten percent (10%) of the Total Purchase Price amount within five business days of the acceptance of the bid. All earnest money will be held in an interest bearing account during the consideration period and prior to closing in the case of successful bid. All bids shall also include a completed recent financial statement or other evidence of the bidder's ability to close the transaction. All such financial information shall be treated as strictly confidential by Seller and Broker.

**BID CONSIDERATION:** Bids will be given priority by Seller based on conforming to the following criteria. Said criteria shall be evaluated by Seller in its sole discretion.

1. Highest purchase price.
2. Bids which are conforming to the terms and conditions of the Contract.
3. Bids that have the Bidder's proper financial information included.
4. The offer which has the shortest closing period.

Seller will consider all bids. Seller has set a minimum bid of \$8,600,000 or approximately \$4,750 per acre. Seller is obligated to accept the highest conforming bid at or above the minimum bid, where Bidder has proven financial ability. Seller reserves the right to waive any technical defects in a bid in its sole and absolute discretion. In the event two or more bids are determined in the Seller's sole discretion to be equal in price and financial ability, Seller reserves the right to request a Best and Final Bid from those bidders.

**BID AWARD:** All bids submitted shall be irrevocable and subject to acceptance for a period of 5 business days following the submission deadline. All persons submitting bids will be notified in writing of the acceptance or rejection of their bid. Failure of Bidder to receive the notice shall not constitute an acceptance of the bid.

**BACK-UP BIDDER:** The next highest bid below the Successful High Bidder is considered a Back-Up Bidder and *may* be informed that it is in the Back Up Bidder position. The Back-Up Bidder's Initial Down Payment will be held until 5:00 pm, December 12, at which time it will a) be returned to the Back-Up Bidder upon Seller's receipt of the Successful High Bidder's additional earnest money or b) become immediately non-refundable upon default of Successful High Bidder and Back-Up Bidder will be notified by escrow that the Seller has executed their approved Real Estate Sales Contract. If the Back-Up Bidder's Initial Down Payment is less than 10% of its Total Purchase Price, then it **MUST** be increased to 10% of its Total Purchase Price by cashier's check or wired funds within three business days of notification by escrow.

**OFF SITE INSPECTION SESSIONS:** Inspections will be held, on November 2, 12 and 27 from 11:00 a.m. to 1:00 p.m. at the offices of Tucson Realty and Trust, 335 North Wilmot Street, Suite 505, Tucson, Arizona 85711; 520-577-7000. Due Diligence Packages will be available for inspection and purchase. Call the Auction Information Center at (949) 313-0705 for an appointment and additional information

**DOCUMENTS AVAILABLE:** Property Information Packet (PIP) contains property description, Preliminary Title Report, Appraisal, Appraisal Update, Site Map, Zoning, Engineering Concepts Report, Hydrology Report, real estate tax bills, legal description, demographics, area information, specimen contract

request form. Bidding procedures and other information are available for review and inspection during the Off-Site Inspections or by appointment. All information contained in this brochure and all other auction-related material is subject to and superseded by the Contract, which should be carefully reviewed by an attorney prior submission of the bid.

**CLOSING DATE:** Closing will occur within forty-five (45) days from the Sealed Bid deadline but not later than January 22, 2008. The Sale will settle on or before this date as specified in the Contract, at which time the purchaser will pay the balance of the purchase price.

**BUYER'S PREMIUM:** All sales shall provide that each purchaser pay a premium equal to six percent (6%) of the High Bid Price. This amount shall be added to the final bid and inserted in the Contract to determine the Total Purchase Price.

**CONDUCT OF THE AUCTION:** The property is being sold on an "AS-IS, WHERE-IS" basis subject to taxes or other encumbrances of record. A complete inspection of the property by you and your experts, prior to the auction, is invited. Such inspection may include but not be limited to zoning, environmental issues, size and any other developmental concerns relevant to you. Buyer and/or any person receiving information regarding the property to be sold acknowledge that Seller is providing this information without warranty or representation as to its accuracy or completeness. Buyer and/or any person receiving information regarding the property to be sold acknowledges and agrees that the property is being sold in an "AS IS" condition and neither Seller nor Broker makes any warranty or representation regarding the property or any matter relating to the property and further acknowledges that no agent acting on behalf of Seller has been authorized to make any such warranty or representation.

Buyer and/or any person receiving information regarding the property to be sold further acknowledges that it has been given a full and complete opportunity to investigate the property, including the right and opportunity to obtain its own consultants to examine the property and any structure thereon and that Buyer and/or any person receiving information regarding the property to be sold is relying solely upon its own investigation and not upon any statement made by Seller or its agents or Auctioneer.

**AGENCY DISCLOSURE:** It is understood that Tucson Realty and Trust, Licensed Arizona Real Estate Broker is working in cooperation with the Accelerated Marketing Group, a licensed California broker (collectively, "Broker") is acting in the capacity of real estate Broker on behalf of the Seller and that the Broker has been approved by Seller to conduct the

sale. The Seller and Broker have executed an agency agreement, which provides for the payment of a commission to Broker upon the sale of the real property.

**REALTOR®/BROKER PARTICIPATION INVITED:** A referral fee of one percent (1.0%) of the High Bid Price will be paid by Seller at closing to the licensed real estate broker that complies with the Terms of Sale and whose prospect closes on the property. To qualify for the referral fee, the real estate broker must:

- a) Be a licensed real estate broker who will abide by the National Association of Realtors Code of Ethics.
- b) Register their prospect before **November 28, 2007** by mail, email or facsimile to Accelerated Marketing Group, 5000 Birch Street, Suite 205, Newport Beach, CA 92660 Attention: Todd Good. [tgood@amgre.com](mailto:tgood@amgre.com); fax 949-250-4440.
- c) Ensure that the registration is received before any inspection of the property by the prospect.
- d) Be noted in client's bid cover letter as representing client.

All referral registrations accepted by the Auctioneer on behalf of the Seller will be acknowledged in writing. A complete file on all such prospects will be maintained. No REALTOR®/Broker will be recognized on a prospect that has previously contacted or been contacted by the Seller or the Seller's representatives. Referral fees will be paid by Seller and receipt of commissions by the Accelerated Marketing Group. No referral fees will be paid by the Seller if the REALTOR®/Broker or a member of his immediate family is participating in the purchase of the property. An affidavit will be required certifying that the REALTOR®/Broker is serving only as a broker and not as a principal.

There can be NO EXCEPTIONS to this procedure and no oral registrations will be accepted.

The information contained in this brochure is subject to inspection and verification by all parties relying on it. No liability for its inaccuracy, errors or omissions is assumed by the Seller or its agents. ALL ACREAGE, DIMENSIONS, STATISTICS AND TAXES IN THIS OFFERING ARE APPROXIMATE. This listing may be withdrawn or modified without notice at any time.

A cooperation with Tucson Realty and Trust, Licensed Arizona Real Estate Broker and the Accelerated Marketing Group.

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