The following Terms of Sale represent the general obligations a Bidder is agreeing to by participating in a ThreeSixty Asset Advisors sale, whether by auction or a sale outside of the auction process. These General Terms are intended to apply broadly to every Sale. However, each Sale's requirements may vary, and it is Bidder's, not Sales Agent's, responsibility to familiarize itself with the requirements of that Sale, including but not limited to specific payment forms accepted, payment and pickup deadlines and obligations, and any other specialty representations, requirements and disclaimers. A Sale's specific terms supplement these General Terms and, to the extent any Sale specific term is inconsistent with a term stated here, the Sale specific term shall control for that Sale. Nothing in a Sale's specific terms shall be construed to waive any right reserved to Sales Agent herein unless expressly stated.

All items offered for Sale ("Items", "Property", "Product", "Purchases") are offered by ThreeSixty Asset Advisors dba 360Bid, in cooperation with its partners (collectively, "Sales Agent"), as agent for one or more Property owner(s) ("Seller(s)"), subject to the following Terms and Conditions of Sale, which, combined with each Sale's specific terms as posted in materials and on the web and any announcements made prior to the auction, make up the Complete Terms and Conditions of Sale.

Registration. Parties interested in participating in the Sale ("Bidder(s)", "Buyer(s)") must register as a Bidder on Sales Agent's online bidding site or, in the case of a live Sale, onsite, by filling out registration forms completely and accurately. This information, including phone numbers and email addresses, may be used as necessary to ensure Bidder's fulfillment of its obligations as defined herein. Bidder hereby consents to the following forms of contact by Sales Agent: telephone, SMS texting and emails. Information obtained at the time of registration will also opt Bidder into Sales Agent's sale notification system, from which Bidder may opt out by following the instructions at the bottom of each Sale notice or by emailing support@360assetadvisors.com. Bidder's information will not be sold, or otherwise shared with other companies, with the exception of the Seller and, in the case of a legal sale, to those parties as may be dictated by the rules governing the sale process. However, from time to time, Sales Agent conducts sales in partnership with other auction companies. In such cases, Bidder may receive notices regarding such other auction companies sales; however, such notices shall be sent by Sales Agent and Bidder's information will not be transferred to or otherwise shared the other company.

Registration Deposit. Sales Agent does not generally require a Registration Deposit; however, Sales Agent reserves the right to require one for any Sale, or from any individual Bidder, in its sole discretion. Where a Registration Deposit is required, Bidder authorizes Sales Agent to place an authorization on Bidder's provided credit card for $500, or such other amount as stated in Sale specific terms ("Registration Deposit"). Such an authorization is not a charge; it places a 3-7 day hold on these funds with Bidder's credit card company, which hold is not within Sales Agent's control to release, and will not be captured unless purchases are made. Bidders intending to spend in excess of $5,000 (or such other limit as may be noted specific to the auction), or International Bidders, may be required to make arrangements to provide a cash form of deposit (i.e. Wire Transfer) to Sales Agent prior to the Sale to avoid bidding interruption. Sales Agent's election not to require or collect a Registration Deposit does not waive, limit or diminish any other obligation of Bidder under these Terms, including the Purchase Deposit.

Purchase Deposit. Upon Bidder's successful award of bid, Bidder shall be immediately responsible for 25% of their purchases as a non-refundable deposit ("Purchase Deposit"), whether or not Sales Agent elects to collect it. Sales Agent may charge or authorize Bidder's credit card or make other arrangements for one or more Purchase Deposits in a cash form; however, Bidder's failure to pay, or Sales Agent's election not to collect any portion of the deposit, at the time of the Sale or at all, does not waive Bidder's obligation to such amount in the event of default. Bidder's participation in the Sale constitutes Bidder's acceptance of this obligation and Bidder's authorization for Sales Agent to pursue collection of the Purchase Deposit as liquidated damages in the event of default, by whatever means necessary, including charging the credit card on file.

Buyer's Premium. A Buyer's Premium will be added to the price of each item purchased in such amount as listed in Sale Specific Terms. Subject to state specific requirements, the buyers' premium is generally considered part of the purchase price, and thus subject to sales tax.

Payment. All payments are due upon the close of the Auction. Bidder hereby authorizes Sales Agent to process the payment for their purchases using the credit card provided, unless Bidder has notified Sales Agent by email prior to the close of auction, informing Sales Agent of Bidder's intended alternate payment method, in which case such authorization shall remain but will be paused pending Bidder's timely payment using an acceptable alternate payment method. Alternate forms of payment include wire transfer, or such other form that may be agreed upon by Sales Agent in writing prior to Bidder's participation in the Sale ("Alternate Payment Forms"). Alternate payments shall be due and payable by 5:00 pm on the day following the close of the Sale ("Payment Deadline"). Bidder's that spend in excess of $5,000 (or such other limit as may be noted specific to the auction), and international Bidders must pay using one of the Alternate Payment Methods. Such alternate payments shall be due and payable by the Payment Deadline. Bidders will receive balance due invoices following the sale and paid invoices upon full payment. It shall be Bidder's responsibility, however, to contact Sales Agent in the event an invoice is not received in a timely manner.

Credit Card Payments. Bidders providing deposits or full payment by credit card further agree to the following: 1) Bidder grants Sales Agent the irrevocable right to authorize Bidder's credit card for the minimum deposit and such subsequent amounts as may be necessary to secure Bidder's purchases; 2) Bidder grants Sales Agent the irrevocable right to capture authorizations and or charge Bidder's credit card to fulfill Bidder's purchase obligations; 3) Bidder acknowledges that a credit card authorization shall not be sufficient to secure purchases over $5,000, and therefore shall provide any additional deposit necessary in one of the other Acceptable Payment Forms 24 hours prior to the Sale; 4) Bidder acknowledges and accepts that credit card authorizations

are subject to a 3-7 day hold on funds with Bidder credit card company, which hold is not under the control of Agent to release; 5) Bidder hereby waives their rights to chargeback their credit card for any reason, and shall instead pursue any disputes through legal channels provided for in this Agreement.

Successful Bid. Upon award of bid and Bidder's full payment, title to the offered lot shall pass to the Buyer, who shall forthwith assume full risk and responsibility for the lot. A successful bid at Auction, whether live or online, constitutes acceptance of the Terms and Conditions of Sale, and is a legally binding contract of sale. All sales are final. There will be no refunds, returns or exchanges.

Taxes. When required by law, Sales Agent shall collect and Buyer shall pay all sales/use taxes or other applicable taxes, which will be added to the purchase price, including the buyers' premium, on all purchased items. All goods sold by Sales Agent are deemed as received by Buyer at the location where the goods reside, and therefore subject to the associated jurisdiction's sales tax rules and regulations. PRIOR TO THE CLOSE OF THE AUCTION, a Buyer claiming exemption from sales tax must provide to Sales Agent proof of such exemption in a form acceptable to Sales Agent. This may include a valid reseller permit that qualifies the Buyer for exemption in the state where the Purchased items are located, or where applicable and accepted by the state, a common carrier bill of lading reflecting a shipment directly out of state from the Property location. No Property will be released to the Buyer unless the tax has been paid or acceptable exemption documents have been provided. Unless agreed upon in writing between the parties, taxes will not be refunded once collected.

Bidding. Bidder is responsible to confirm submittal of online bids for accuracy. Sales Agent is providing Internet bidding as a service to Bidder using a 3rd Party Bidding System. Any Sale relies on third party systems, networks and technology that may be subject to connection interference, latency, outages, and other system failures, none of which are within Sales Agent's control. Under no circumstances shall Bidder hold Sales Agent liable for system failures, technology interference, or any other interruption or error resulting in Bidder's bid not being properly submitted, received, recorded or displayed, or in a Sale not closing as scheduled. In certain cases, Items are offered for sale in quantities, whereby a Bidder is responsible for the bid price multiplied by the quantity of Items offered for sale. No credits or refunds will be provided for Bidder's failure to recognize or calculate the quantity offered. Unless stated otherwise, all bidding and subsequent transactions shall be in U.S. dollars.

Bidder is responsible for the care and use of its online bidding credentials and is responsible for any and all bids made on its account. Further, Bidder is advised to confirm all bids prior to submission for accuracy, as bids may not be retracted once submitted. Neither Sales Agent nor its Client shall assume responsibility for Bidder's bidding errors, including but not limited to a bid entered in the wrong amount, a bid placed on the wrong lot, a duplicate or unintended bid, or a failure to recognize or calculate a lot's quantity, and no credits, refunds or retractions will be provided on account of any such error.

Sales Agent reserves the right, in its sole discretion and at any time, to add to, group, combine, split, move, renumber, withdraw, delete or re-catalog items in a Sale, as well as to add, remove or adjust minimum bids and/or reserve prices, and to extend, shorten, delay, reopen or otherwise adjust closing times and bid extension periods. Sales Agent further reserves the right to reopen bidding on any lot, to void or re-run any lot, or to take such other action as it deems appropriate and fair to resolve a bidding issue arising from a system failure, technology interruption, bidding dispute or human error, whether such issue is discovered before or after a lot has closed. Further, Sales Agent reserves the right to reject any bid which is only a fractional advance over the preceding bid or which is not commensurate with the value of the lot. Some of the items offered may be subject to a reserve price (minimum allowable selling price), or may be sold subject to Seller confirmation following the close of the Sale, as noted in Sale specific terms or on the lot.

Representations. Sales Agent makes every effort to provide accurate information about the items being sold. However, it is Bidder's full responsibility to confirm the accuracy of items offered for sale. Bidders are recommended to inspect all items, when offered, as all information provided, including descriptions, photographs, condition, condition grades or classifications, testing or inspection results, age, dimensions, quantities, manufacturer, model or part numbers, and specification sheets or links to them, is offered as a guide only, in good faith and with the utmost care. Sales Agent does not guarantee the accuracy of any such information and does not warrant the sale of any item on the grounds of inaccuracies, inconsistencies, or otherwise. Where a condition grade or classification is stated, it reflects a general assessment offered as a guide and is not a warranty or guarantee of condition, completeness, operability or fitness. In certain cases, a photo of like product may be used to represent several different lots, and photos may also capture nearby items not listed as part of the lot; do not rely solely on photos to make buying decisions, and be sure to read descriptions. Sales Agent shall not be held responsible for such errors as posting the wrong photo for an item. Further, neither Sales Agent nor Seller makes any representation, guarantee or warranty as to the provenance, authenticity, origin, chain of title, completeness, condition or operability of any items offered for sale, or the conveyance of any third-party rights, including but not limited to copyrights, trademarks, patents, trade secrets, licensure, permits or regulatory approvals. Where warranties are noted, such warranties are provided by the manufacturer or by the Seller of the particular item, and not by Sales Agent. Sales Agent is not a party to any such warranty and is not responsible for providing, facilitating or otherwise handling any warranty claim; all such claims must be made with and resolved by the provider of the warranty. Photographs occasionally capture items not intended; if an item is not stated in a lot description, assume it is not included. If you are uncertain about a lot, do not bid. Announcements made prior to or on auction day take precedence over published information. All Items are sold "As-Is, Where-Is", with all faults and without recourse. Buyer assumes all risks. All sales are final and under no circumstances will any claims be considered once purchases are removed from the sale site. These terms apply in all cases, including sales where inspection is not provided. In such cases, we urge Bidders to use restraint when bidding to ensure they factor associated risks into their purchase price.

Removal of Purchases. Sales Agent does not ship items. Buyers are rather responsible to pick-up their purchases or to make any and all arrangements for third party shipping of their items. In certain cases, Sales Agent may provide referrals to third party shippers or include convenient options to retain third party shippers through a bidding platform's checkout process. However, in any such cases, all responsibility for item removal remains with the Buyer not the Sales Agent, and all costs associated with such shipping shall be the responsibility of the Buyer not Sales Agent. Removal shall occur during the dates and timeframes announced by Sales Agent and shall be scheduled by appointment only, unless announced otherwise. Buyer must pay in full before an appointment can be scheduled and Sales Agent must receive cleared funds in full before purchase will be released from the premises. Buyers without an appointment will be accommodated at Sales Agent's sole discretion. Buyer is responsible to provide a government issued ID at the time of pickup matching the name on their invoice. When sending a third-party agent to pick-up their purchases, Buyer must complete an Agent Release Form (available for online completion) and provide such form along with a photo of their ID to Sales Agent before Buyer's agent may pick-up their items.

Buyer is solely responsible to provide any personnel, equipment or material needed to pick up items purchased and shall assume all responsibility for the removal of any item purchased at the sale and any and all risks associated with such removal including, without limitation, the responsibility for providing licensed, qualified and bonded professionals to ensure proper water, gas and/or power disconnection, and to leave the sale site in a safe condition, undamaged by the removal process. Buyer shall be responsible for any repairs to the premises and the cleanup of any trash or debris, including the removal of fluids or other contents of purchased Items, resulting from Buyer's removal process. This includes by way of example, but is not limited to, such repairs as: i) patching of any exterior wall or roof to reasonable standards to ensure the premises may be secured, ii) capping electrical wiring and conduit at the first point of disconnect from the Item removed, and cutting and grinding exposed bolts. Buyer acknowledges that it is purchasing Items as represented and no implied wiring, cables, connectors or downline components or controls unless specifically indicated.

Buyer shall accept full responsibility for any damages, losses, acts or omissions once Buyer's representative removes purchases from the sale site. In the event Sales Agent assists Buyer with this process, it does so as a courtesy, and shall assume no responsibility for damages, losses, acts or omissions of any packer or carrier, whether or not such packer or carrier is recommended by Sales Agent. Quantities must be checked before removal of items. Under no circumstances will allowances be made for claims or shortages once items are removed from the auction premises. Risk of loss passes to Buyer upon removal of Purchases from the sale site. Where Buyer arranges shipping, whether directly, through its own carrier, or through a third party referred or made available by Sales Agent, Buyer is responsible for insuring the shipment for its full purchase value. Any damage or loss occurring while Purchases are in the possession of a carrier is a matter between Buyer and that carrier or the shipment insurer, and is not the responsibility of Sales Agent or Seller. Where Buyer declines, limits, or otherwise fails to obtain full value shipping insurance, the shipment travels entirely at Buyer's risk of loss or damage.

Insurance. Buyer shall assume full financial responsibility for any damage or liability to persons or property resulting from any negligent act or omission of Buyer or Buyer's employees, agents and/or representatives during inspection or removal of Purchases. Further, Sales Agent shall require a Certificate of Insurance from any Buyer or Buyer agent that will be removing Purchases that may involve any of the following: rigging, dismantling, cutting, grinding, purging or disconnection of electrical, gas or plumbing utilities, use of a vehicle or other material handling equipment, or any other circumstances not stated but as determined in Sales Agent exclusive judgement. In such case, Certificates of Insurance must be properly completed, listing all loss payees as required by Agent, and which provide evidence of general liability insurance at a minimum of $1 million per occurrence, auto liability at a minimum of $1 million per occurrence and workers compensation insurance at statutory limits. Note that higher limits may be required for specific Sales.

Hazardous Materials. Buyer agrees that in the event any purchased items contain environmental hazards, toxic waste or other type of hazardous material in any form whatsoever, Buyer shall provide evidence that Buyer or its representatives are licensed for such removal and shall comply with all applicable local, state and/or federal rules, laws and regulations. Buyer shall be responsible for any and all remediation costs relating to the dismantling and removal of any purchased item containing hazardous materials. Sales Agent, its agents or representatives shall not be responsible for the containment, storage or removal of any Hazardous Materials.

Failure to Remove Purchases. In the event Purchases are not completely removed in the timeframes allotted, any remaining portion of the Purchases ("Remaining Purchases") shall be deemed abandoned and Buyer will lose any right, title or interest Buyer may have acquired in the Remaining Purchases. At such time, Sales Agent, Seller and or the landlord of the premises ("Landlord") may, in their sole discretion, repossess the Remaining Purchases and retain title in their own interest, without further notice to Buyer and/or arrange to discard, sell, store or otherwise dispose of the Remaining Purchases. Sales Agent, Seller and/or Landlord shall be entitled to any costs associated with the removal, storage and reselling of Remaining Purchases, and any other charges, fees, and expenses incurred as a result of Buyer's failure, including all attorney fees and costs incurred by Sales Agent, Seller and/or Landlord to enforce Buyer's obligations hereunder.

Failure to Pay. In the event Buyer fails to pay the entire purchase price by the payment deadline, Sales Agent may retain and/or recover, upon demand, from Buyer the required Purchase Deposit as liquidated damages for such failure. In addition, Sales Agent may, at its discretion, either resell Buyer's Items at a public or private sale without further notice to Buyer and/or dispose of the Items at Buyer's sole expense. Any difference between the bid price for an item by the defaulting Buyer and the price received by Sales Agent at a resale shall be paid to Sales Agent by the defaulting Buyer. In addition, a defaulting Buyer shall be deemed to have granted Sales Agent a security interest in the item, which Sales Agent shall retain as collateral security for Buyer's

obligation to Sales Agent. Sales Agent may further report Buyer's failure to perform on its obligations to the bidding platform, which may impact Buyer's ability to participate in future auctions, whether conducted by Sales Agent or others.

Non-Delivery. Until such time as purchased Items are removed from the premises by the Buyer, Sales Agent shall have the right to cancel or void the sale of any such Items purchased by Buyer. Sales Agent shall have no liability to Buyer due to the non-delivery of any purchased item other than the return of Buyer's deposit for a canceled or voided sale item. No claim of any kind for purchased Items, whether or not based on negligence, shall be greater in amount than the purchase price paid by Buyer.

Absence of Warranties. The Bidder understands and agrees: (1) that any description or sample of the Property given or furnished by Seller and Sales Agent is solely for identification, and does not create any warranty expressed or implied, that the Property actually conforms to such description or sample, (2) that Bidder or agent on Bidder's behalf has inspected, has had the opportunity to inspect, or has not had the opportunity to inspect but accepts all risks associated with purchasing without such inspection opportunity, all of the Property upon which Bidder will be bidding and/or does purchase, (3) that all Items are purchased and accepted by Bidder "AS IS", "WHERE IS" and "WITH ALL FAULTS". SELLER AND SALES AGENT MAKE NO REPRESENTATIONS, WARRANTIES OR GUARANTEES WHATSOEVER WHETHER WRITTEN, ORAL OR IMPLIED AS TO QUALITY, QUANTITY, CONDITION, USABILITY, SALABILITY, YEAR, PERFORMANCE, OR OTHER SPECIFICATIONS, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR WARRANTY AGAINST PATENT, TRADEMARK, COPYRIGHT OR TRADE SECRET INFRINGEMENT, (4) in the event there are manufacturer or Seller warranties in effect for the Property purchased, such warranties are provided by the manufacturer or Seller and not by Sales Agent, and Bidder must make all claims thereunder directly with the provider of the warranty, subject to that provider's coverage terms and any warranty terms stated in Sale specific terms. No statement or statements of any other paragraph herein shall be construed to in any way contradict the provisions of this paragraph. Bidders are advised to bid accordingly in consideration of these terms.

Appropriate Rights and Clearances Not Included. All sale items sold by Sales Agent are sold without any corresponding grant of rights or clearance from any third parties. Since some of the sale items may, if commercially used, infringe third party rights, Buyer acknowledges and agrees that it shall be solely responsible for acquiring all appropriate rights and clearances from all third parties. Such rights and clearances include, but are not limited to, third party copyright, trademark, patent, trade secret, licensure and privacy rights.

Acts of Others. Persons in attendance during inspection, sale or removal of Purchases assume all risks of damage or loss to persons, property, or Purchases and shall exercise proper precautions at all times for the protection of persons and property and shall comply with all safety and health requirements as directed by Sales Agent, and local, state and federal regulations. Neither Sales Agent, its agents, its employees or representatives shall be liable by reason of any defect in or about the condition of the premises on which the Sale is held. Buyer specifically releases Sales Agent, its agents and representatives from all liability thereof.

Limits of Liability. In no event shall Sales Agent's liability to Buyer exceed the purchase price actually paid for an individual Item. A Buyer's claim shall be limited to the amount paid for the Property, and shall not extend to any obligation, risk, liability, right, claim, remedy for loss of use, revenue or profit, liability of Buyer to any third party, personal injury, or any other direct, indirect, incidental or consequential damages. Buyer further acknowledges that each Item it purchases at the sale represents a separate transaction, and that no one transaction shall be conditioned upon another transaction. Buyer hereby holds Sales Agent harmless from: (1) the acts or omission of any party who provided any Items to Sales Agent for sale, (2) the acts or omission of the owner or Lessor of the Sale premises or the site where the Sale Items are otherwise stored, (3) any claims Buyer may have against Sales Agent, Sales Agent's client(s) or any former owner of the Property being sold, (4) Buyer's failure in any way to properly inspect Items and/or fulfill its obligations per Complete Terms and Conditions of the Sale, as indicated within this document or as announced by Sales Agent at the time of sale or in Sale specific materials. In the event Buyer provides a Deposit or Payment using a Credit Card, Buyer acknowledges that it is purchasing under the As-Is, Where-Is terms of the auction and that Buyer shall waive all rights of charge back based on any claims of misrepresentation, non-delivery or non-performance.

Right of Removal and/or Bid Rejection. Sales Agent reserves the right to remove any person from the Sale Premises and/or to refuse an individual's bid, whether offered live, by proxy or by internet. In such event, any outstanding deposit will be immediately returned.

Indemnification. Buyer shall indemnify, hold harmless and defend Sales Agent, Seller, owners and building owners from and against any and all losses, damages, liabilities and claims, including attorney fees, costs and expenses arising out of based upon or resulting from: (1) failure to secure all safety equipment and to meet all applicable government safety standards in removing items purchased or used by Buyer, (2) failure to comply with safety instructions issued to Buyer from Sales Agent, (3) any act or omission of Sales Agent, owners, building owners or their respective agents, representatives or employees, relating to or affecting the items bid on or purchased by Buyer, (4) the claim of any third party claiming or challenging title to any items purchased by Buyer or claiming infringement of any proprietary interest, (5) the claim of any person resulting from Sales Agent offering for sale or selling the items purchased by Buyer, (6) any injury to Buyer or any other person or property of any type whatsoever caused during the inspection, dismantling, removing or transporting of items purchased by Buyer. Buyer shall further indemnify, defend and hold Sales Agent harmless with respect to all costs, expenses, liabilities, damages or claims, including attorneys' fees, asserted by any person, entity or governmental agency or against Sales Agent directly

or indirectly relating in any manner to any hazardous or toxic materials which may be regulated under applicable laws, rules or regulations and which relate in any way to the dismantling and removal of any of Buyer's Purchases.

Bidding Credentials. Bidders are responsible to safeguard a bidder number provided at a live auction event, as well as the login credentials to the online bidding site. Bidder numbers and accounts are not transferrable. All bids made using a Bidder's bid number or bidding account will be the responsibility of Buyer.

Agency. Sales Agent is acting as agent only, for and on behalf of the Seller, and is not responsible for the acts or omissions of its client. Sales Agent is not the shipper, exporter or importer of record for any purchased items being shipped from the sale site.

Entire Agreement. These General Terms of Sale, together with each Sale's specific terms and any amendments, modifications or announcements expressly made by Sales Agent prior to or at the time of the Sale, constitute all of the terms and conditions with respect to the sale of the articles offered. There are no representations, warranties, terms, conditions, undertakings, or collateral agreements except as herein above provided.

Notices. Any notice, question, dispute or other inquiry to Sales Agent arising under or relating to these Terms of Sale may be directed to support@360assetadvisors.com.

Governing Law. The validity, construction and performance of these Terms of Sale shall be governed by the substantive law of the State of California as applied to agreements among California residents entered into and to be performed entirely within California, without giving effect to its conflict of laws provisions. The prevailing party shall be entitled to reimbursement by the losing party of all statutory and non-statutory costs and expenses, including, but not limited to, all of its attorney fees.

Severability. If any provision of these Terms of Sale is deemed to be illegal, invalid, or unenforceable, the legality, validity, and enforceability of the remaining parts shall not be affected.