



## REGISTRATION FORM

**To:** PRUSA LLC d/b/a Paramount Realty USA, along with its affiliates, agents, principals, successors and assigns (“Auctioneer”), and Seller  
*Return by e-mail ([info@prusa.com](mailto:info@prusa.com)) or fax (516.558.1148)*

**From:** The undersigned bidder, along with its affiliates, agents, principals, successors, and assigns (“Bidder”)

**Re:** Sale of real property located at 6 Cortlandt Alley, New York, NY (“Property”) by Auctioneer (“Auction”), with reserve.

**Date:** \_\_\_\_\_, 2018

Bidder represents that he/she is of legal age and has full legal capacity and authority to understand, execute and deliver this Registration Form (“Registration Form”) on behalf of the undersigned. As a condition of being permitted to participate in Auction, Bidder agrees to the following:

1. Bidder agrees to the terms hereof (“Terms of Sale”).
2. Bidder, or another on Bidder’s behalf, has purchased, from Auctioneer, access to certain due diligence information (“Due Diligence Information”), which is for informational purposes only and includes, but is not limited to, the Purchase and Sale Agreement (“PSA”), certain disclosures, and various other information pertaining to the Property and the Auction. Bidder, along with its legal counsel and other experts, has independently reviewed, and understands, all such information and has conducted complete and thorough investigations in every respect of any and all Property that Bidder wishes to bid on and/or purchase.
3. Buyer’s Premium: A buyer’s premium in the amount of 6% will be added to the successful bidder’s bid and incorporated into the total sales price paid by purchaser at closing (“Buyer’s Premium”). For example, if a bidder’s successful bid price is one million dollars (\$1,000,000), the total sales price will include a Buyer’s Premium of 6%, such that the total sales price will be One Million Sixty Thousand dollars (\$1,060,000).
4. Bidder has the financial and non-financial resources necessary to complete the timely acquisition of the Property, as and when required by the PSA, at the winning bid price plus the required buyer’s premium. Failure to comply with the PSA may result in forfeiture of Bidder’s deposit.
5. In the event Bidder is recognized by Auctioneer as the winner of any round of bidding at the Auction, Bidder will (a) immediately tender to Auctioneer the deposit(s) required by the PSA; (b) immediately execute one or more PSAs in the same form as it appears in the Due Diligence Information (with the blanks completed), or as may be modified by Auctioneer by any announcements made at the podium at the Auction; and (c) if applicable, increase escrow to 10% (ten percent) of the total purchase price (including buyer’s premium) within 3 (three) business days of seller’s acceptance of the PSA. Under no circumstances will Auctioneer, seller, escrowee under the PSA, and/or any of their respective affiliates, principals, agents, licensees, representatives, successors or assigns (collectively, “Seller Group”) refund, rebate or reimburse to any Bidder, any sum, including any sum tendered in excess of the requisite deposit. Any amount tendered by Bidder in excess of the requisite deposit(s) shall be applied toward Bidder’s purchase price under the relevant PSA, which will be modified to reflect same.
6. Bidder further agrees that: (a) Bidder has been advised by Auctioneer of its duties to Seller and Bidder, if any; (b) Property will be sold AS-IS, WHERE-IS, WITH ALL FAULTS and without any representations, contingencies or warranties of any kind or nature whatsoever; (c) Bidder has had the opportunity to inspect the Property and hereby accepts all defects, both apparent and latent, at Bidder’s own, absolute and exclusive risk, it being understood that Seller Group expressly disclaims

- any warranty of habitability, fitness for intended use or other implied warranty; (d) none of Seller Group shall have any liability or obligation whatsoever for any physical or other condition of Property; (e) neither seller nor Auctioneer are permitted to bid at Auction; (f) because of the pace of bidding at Auction, Auctioneer shall not be obligated to recognize nor record each of the bidders at any bid level, except the winning bidder; (g) Auctioneer will use reasonable efforts to register all of the bidders for Auction but cannot represent or warrant that all bidders will have been properly registered; (h) any and all of Bidder's bids are irrevocable; (i) Auctioneer reserves the right to modify or withdraw all or any part of this offering at any time.
7. Bidder hereby irrevocably authorizes the use of their name and likeness, in whole or in part in the use of commercial materials. Bidder shall not be entitled to any compensation or injunctive relief of any type. Bidder hereby waives any rights of inspection, approval or receipt of such materials.
  8. Bidder agrees that Auctioneer may disclose this document in connection with the enforcement hereof.
  9. This document may be executed and transmitted by facsimile, or by portable document format (pdf). Facsimile or electronically transmitted signature shall be deemed original.
  10. Disclaimer: Any information regarding the Property provided by Seller Group is intended solely to provide interested parties with preliminary information only, is not a solicitation of offers and does not constitute an offer to sell. The recipient of any information provided by Seller Group, and any agent thereof, acknowledges and agrees that the examination of the information is being conducted solely for the purpose of evaluating in good faith their interest in submitting a bona fide bid for the purchase of the Property. Seller Group disclaims any and all liability for any inaccuracy, errors or omissions contained herein or in any material pertaining to the Property, all of which is subject to the examination and validation of any party reviewing and/or relying on it. No investigation or review has been made as to the accuracy of any information provided by Seller Group and same does not guaranty the correctness of any such information. Some information furnished is from outside sources and is also not certified as accurate. The delivery of any information shall not create any agency relationship between recipient and Auctioneer or its agents. All information provided or made available by Seller Group is subject to corrections, errors and omissions and, should any errors or omissions be found, the same shall not annul the sale nor entitle any purchaser to be relieved of any obligation or adjustment of price. All offers must be based on each bidder's own investigation only. No oral representation may be relied upon. This offering may be withdrawn, modified or canceled without notice at any time. All persons are specifically advised to refrain from relying on the information provided by Seller Group as a basis for evaluating, valuing or making a bid on Property. All Sums are approximate and only based on available information; actual Sums may vary. Bidders are encouraged to conduct thorough inspections of Property and to review any information that may be accessible through public record or otherwise pertaining to Property they contemplate purchasing. Bidders should also conduct all of their own investigations pertaining to the buildability, conformity and all other matters concerning the Property, including consulting the appropriate building department or agency with jurisdiction over the Property.
  11. Conduct of the Auction: All conduct of the Auction and increments of bidding are at the direction and discretion of the Auctioneer. The auctioneer reserves the right to commence the bidding at any price and to proceed with a traditional, English low-to-high auction or Dutch high-to-low auction. All Properties will be offered for sale subject to these Terms of Sale, the PSA and as provided by Auctioneer. Seller reserves the right to accept or reject any bid at any time, including before, at or after the Auction. Seller and Auctioneer reserve the right to refuse admittance to or expel anyone from the Auction premises for interference with auction activities, nuisance, soliciting, or any other reason. In the event of a tie or dispute between bidders, Auctioneer shall make the final decision to accept a final bid, to re-offer or re-sell the Property, or to remove the Property from the Auction. If any disputes should arise, the Auctioneer's records shall be conclusive in all respects. The Auctioneer reserves the right to accept or reject any or all bids. All decisions about the conduct of the auction made by the Auctioneer are deemed final. Auctioneer reserves the right to sell Properties in any order. Auctioneer reserves the right to offer the Properties for sale using the

Winner's Choice bidding system, where winning bidders select their choice of Property (from a group of properties offered for sale in that round of bidding) at the winning bid price plus Buyer's Premium.

12. Bids Are Irrevocable: All bidders acknowledge and agree that by attending the Auction, each is accepting the terms and conditions set forth in these Terms of Sale and the PSA. All offers shall be irrevocable for a period of seven (7) business days. Failure to notify the winning bidder during this period shall not constitute acceptance or rejection by seller. For additional terms, please see PSA.
13. Financing: While bidders are permitted to finance their purchase(s), no sale of any Property is contingent upon any purchaser's ability to secure any financing.
14. No Discrimination: The sale shall be conducted without regard to age, race, creed, color, national origin, ancestry, sex, sexual orientation, disability, marital status, or any other ground proscribed by law.
15. This Agreement shall be governed by the laws of the State of New York. Any claim arising out of or related to this document, the auction or the transaction(s) contemplated hereunder shall be submitted to binding arbitration conducted by the American Arbitration Association, New York County, pursuant to their rules relating to real estate disputes. The parties agree to submit the dispute to 3 (three) arbitrators chosen pursuant to AAA Rules. This shall be the sole remedy for any resolution of a dispute and the parties hereby consent to the exclusive jurisdiction of the American Arbitration Association.
16. Condominium Offering Plans: The complete offering terms are in an offering plan available from sponsor. File No.: CD140392. Bidder acknowledges that they have received Offering Plan, together with all filed amendments thereto, at least three (3) business days prior to bidding at the Auction and any execution of a PSA.
17. Agency Disclosure: Auctioneer and all licensees, representatives or agents employed by or associated with Auctioneer represent Seller in the sale of the Property.

AGREED, as of the date first set forth above, by:

**Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Company Name:** \_\_\_\_\_

**Phone:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**City, State, Zip:** \_\_\_\_\_