

TERMS AND CONDITIONS OF AUCTION SALE

- 1 The Property is being offered for sale, subject to the Conditions of Sale hereinafter following and subject to a reserve price and to the following rights of the vendor: to withdraw the Property before it has been knocked down by the Auctioneer. All disputes as to biddings shall be determined by the Auctioneer (either by or without putting the Property up again) and the Auctioneer may refuse any bid.
- 2 The Property is sold subject to all outgoing affecting the Property from the date of completion of the purchase (including any sums payable to the Government of Anguilla or liable to be expended in complying with any statutory notice served after the date of completion).
- 3 The Property shall be sold in its present condition and subject to all easements, quasi-easements, encroachments and rights of adjoining owners and others over the premises, with any and all apparent and latent defects. The Purchaser shall be deemed to have notice that the sale is "as is" and "with all faults" and of the condition of the Property and easements and all other like matters affecting the Property.

Auction Process

4. The auction shall take place in accordance with the custom of increasing oral bids. Each Purchaser shall stand by his bid until he has been cleared of his bid or until someone else is accepted as the Purchaser. No bid shall be withdrawn or be less in advance of the last previous bid than such sum as shall be fixed by the Auctioneer from time to time. All bids shall be in United States Dollars. Written bids may be accepted at the discretion of the Auctioneer, provided they are received at least 1 hour before the sale and that it complies with the other conditions of the sale hereinafter set out.
5. Bids shall be in increments to be set by the Auctioneer.
6. The Property will be knocked down to the person who has made the highest bid.
7. The Auctioneer will require any person intending to participate in the auction to produce a Banker's Draft representing a ten (10) deposit as well as an irrevocable Bank guarantee from a local financial institution to the amount of any bid. The Property will be knocked down to the Person who produces an irrevocable guarantee fully covering the amount of his bid.
8. Any bidder who declares that he has bought for a third party, must name his principal immediately after the auction and have that person confirm the sale by signing the agreement for the completion of the purchase or produce a Power of Attorney satisfactory to the Auctioneer.
9. In the case of delay or refusal by the third party to accept or confirm the sale, the person bidding will be considered to have acted for and on behalf of himself and both the bidder and the third party are jointly and severally liable and responsible for the payment of the purchase price and in general for the fulfillment of the obligations as a result of the sale.

10. An intending Purchaser who is not a Belonger of Anguilla, requires an Alien Land Holding Licence (the "Licence") from the Government of Anguilla before he can lawfully acquire the Property and complete the purchase. Application for the Licence can and should be made to the Government of Anguilla in advance of the sale by each intending Purchaser, such application to be accompanied by the requisite documentation and satisfactory references. Application forms can be obtained from the Registry of Lands and other offices of the Government of Anguilla. Stamp duties of 17.5% of the purchase price in total are required by the Government of Anguilla before transferring the Vendor's interest in the Property to the Purchaser. A Refundable Deposit of 10% of the purchase price may also be assessed by the Government of Anguilla. The Purchaser shall diligently endeavour to obtain the Licence as soon as possible and in any event within three (3) months from the date of Auction.

Payment of Purchase Price

11. Immediately after the sale the Purchaser shall pay to the Auctioneer (as agent for the Vendor) a deposit of ten (10) per cent on the amount of his purchase money, the irrevocable guarantee and sign the agreement hereunder for the completion of his purchase. The balance of the Purchase Price must be paid in the manner set out below.
12. A Purchaser who is a Belonger of Anguilla must pay the balance of the purchase price by Managers Cheque or Bank Draft payable to the order of the Vendor's Solicitors and delivered to the Vendor's Solicitor within fourteen (14) days after the date of the Auction. Payment may also be made by confirmed wire transfer of same day funds payable to an account designated by the Vendor's Solicitors. If the Purchaser fails to pay the balance purchase price within 14 days the deposit paid by him shall be forfeited. The Vendor may, in its sole and absolute discretion, repay to the Purchaser such amount of the deposit after deducting the expenses incurred in connection with the aborted sale.
13. A Purchaser who is not a Belonger of Anguilla must pay the balance purchase price within fourteen (14) days of the approval of the Licence by the Government of Anguilla or within three (3) months of the Auction whichever is the first to occur. If the Purchaser fails to obtain a Licence within the period specified (meaning an application for the license has been submitted and is pending), the Vendor shall be entitled, upon seven (7) days' written notice to the Purchaser, to rescind the sale and the Purchaser shall be entitled to the return of the deposit without interest. If the Purchaser obtains the Licence within the time specified but for whatever other reason fails to pay the balance purchase price within 14 days of the grant of the Licence, the provisions of clause 14 above shall apply mutatis mutandis.
14. The Vendor may, in its sole and absolute discretion, extend the time period for payment of the balance Purchase Price hereunder.

Completion

15. The Purchaser, upon paying the balance of the purchase price on the completion date, shall received from the Vendor duly completed Registered Land Transfer forms sufficient to transfer the property to the Purchaser and be let into possession of the Property. At that date the Purchaser shall be entitled to all profits and be liable for all outgoings, costs and expenses of and in connection with the said Property.
16. Prior to the completion of purchase all risk of loss to the Property shall be borne by the Vendor. Upon the completion of purchase all risk of loss to the Property shall be borne by the Purchaser.
17. The sale shall not be annulled nor shall any compensation be payable to either party by reason of any errors, omissions or misdescriptions (if any) in the particulars relating to the Property.
18. The Purchaser shall be responsible for all costs, and charges necessary to register the property in the Purchaser's name.