

**Online Bidder Registration Form**  
**Bankruptcy Auction - Car Wash, Woodland, CA**

**Instructions:**

1. Complete this form and return by fax to 949.727.9022, or email to [tcook@tranzon.com](mailto:tcook@tranzon.com).
2. Send \$100,000.00 Cashier's Check (payable to Tranzon Asset Strategies) or wire transfer deposit by 12:00 PM PT on September 24, 2019. Contact office for wire instructions. Cashier's checks should be sent to:  
Tranzon Asset Strategies, Attn: Tiffeny Cook  
9891 Irvine Center Drive, Suite 200  
Irvine, CA 92618  
(949) 727-9011
3. Once Registration Form and deposit are received, bidder will be approved and provided with online bidding credentials.

**Bidder Information:**

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

Company: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-Mail: \_\_\_\_\_

**TERMS AND CONDITIONS OF SALE**

1. Tranzon Asset Strategies ("Auctioneer"), as an agent of Kimberly J. Husted, in her sole capacity as Chapter 7 trustee for the bankruptcy estate of Yujin, LLC in Case No. 19-23570 in the United States Bankruptcy Court for the Eastern District of California ("Seller"), is conducting the Auction Sale of the real estate described as Yolo County parcel number 066-040-025, commonly known as 420 Pioneer Avenue, Woodland, CA 95776 ("Property"). The sale will take place online and bidding will begin closing on September 25, 2019 at 11:00 AM PT.
2. The Property is subject to a minimum bid of \$2,100,000.00.
3. Bids on the real estate will be accepted only from persons ("Qualified Bidders") who (i) register with the Auctioneer prior to the Auction at [www.tranzon.com/TAS190925](http://www.tranzon.com/TAS190925) and post a \$100,000.00 deposit in the form of a cashier's check or wire transfer, which the Auctioneer may hold until the completion of bidding and for a reasonable period of time to allow for the release of any such deposit and/or the return of any such funds after the conclusion of the auction.
4. Once a bid is received by the Auctioneer, advances on that bid must be made in increments at least as great as those which the Auctioneer, at his sole discretion, shall designate as being necessary to surpass the last bid acknowledged by the Auctioneer. Should there be any dispute among Qualified Bidders for the Property, the Auctioneer may reopen bidding on the Property or he may, at his sole discretion, designate one of the bidders as the successful bidder. All decisions by the Auctioneer shall be final and binding on all auction participants.
5. At the conclusion of bidding on the Property, the high bidder will be required to confirm its bid amount and tender its earnest money deposit in an amount equal to ten percent (10%) of the total purchase price, in the form of a Cashier's Check or wire transfer, within 24 hours or such other time as may be specified by the Auctioneer following the close of the auction.
6. The high bidder will be required to sign a Purchase Agreement and other documentation concerning the sale immediately upon the completion of the Auction. The high bidder must be available to sign these documents digitally.

These documents will contain the precise terms and conditions of the sale. Copies of said documents shall be available through the Auctioneer's office upon request.

7. The sale is subject to acceptance and confirmation of the Seller and approval of the United States Bankruptcy Court at a duly noticed hearing, and the high bidder only becomes the purchaser ("Purchaser") upon said acceptance, confirmation, and approval. The Seller is unconditionally authorized to decline to confirm the sale of the Property and to cancel the sale of the Property to the high bidder.
8. The sale of the Property will not be contingent upon obtaining financing and will not be extended for that purpose. A Purchaser who fails to qualify for that reason or any other reason will be required to lose and release their entire deposit to Seller as liquidated damages.
9. All bidders are encouraged to personally inspect the property and documentation relating thereto. The Property is being sold "as-is, where is" with no representations or warranties whatsoever. The sale is not contingent upon inspection and will not be extended for that purpose. Neither Seller nor Auctioneer makes any warranties or representations, either expressed or implied, concerning the Property included in the sale. Neither Seller nor Auctioneer shall be liable for any relief, including damages, rescission, reformation, allowance or adjustment based on the failure of the Property to conform to any standard or expectation. The sale shall be subject to any existing leases and tenancies, and the Seller shall not be obligated to deliver any deposits, pre-paid rent or tenant estoppels certificates.
10. Title is to be conveyed by Quitclaim Deed and is subject to the following: (a) current property taxes, (b) covenants, conditions and restrictions of record, (c) easements of record, (d) local, state and federal laws, ordinances or governmental regulations, including but not limited to, building and zoning laws, ordinances and regulations, now or hereafter in effect relating to the Property.
11. The Seller and the Purchaser shall be responsible for each paying their own closing costs.
12. All sales must close within 30 days. Purchasers who fail to close in a timely manner shall forfeit their deposit(s) as liquidated damages. Seller retains the unilateral right to cancel escrow and retain the deposit in the event Purchase fails to close pursuant to the Purchase Agreement.
13. Broker participation is welcomed. A referral fee of 2% of the high bid price will be paid to the licensed real estate broker whose prospect becomes the buyer and pays and closes on the property. To qualify for a 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) first register the prospect by completing the Broker Registration Agreement (available from the Tranzon Asset Strategies office) and returning it by email to [tcook@tranzon.com](mailto:tcook@tranzon.com) or fax to 949.727.9022 , by 4:00 PM PT on September 24, 2019 and the registration form must be (1) signed by the prospect; (2) received before any inspection of the property by the prospect. Each agent must submit a copy of the form when their prospect registers for the auction. A complete registration file on all prospects will be maintained. No broker will be recognized on a prospect who has previously contacted or been contacted by the Sellers or their representatives. Referral fees will only be paid upon closing and receipt of commissions by Auctioneer. Only one broker will be paid on the transaction; if the Purchaser has signed the registration form with more than one broker, all parties will be disqualified from earning the commission.
14. Qualified Bidders must take care in entering bids, and each Qualified Bidder will be responsible for all bids placed under the Qualified Bidder's approved registration. Once entered and recorded online, a bid is deemed to be final on behalf of the Qualified Bidder and may not be modified, retracted or rescinded in whole or in part.
15. Qualified Bidders have the option to submit a maximum bid amount (often called a "Max Bid") and to direct that our website bid on such bidder's behalf in scheduled increments until the maximum amount identified by the bidder has been reached. In the event that you later enter a max bid with the same maximum bid amount as was previously authorized by another bidder's max bid, or enter a specific bid in the same amount as was previously authorized by another bidder's max bid, the other bidder's max bid as previously entered before your bid will be deemed to be the prevailing bid at that amount, and you will be deemed to be outbid. In the event that there should be any dispute among Qualified Bidders with regard to the identity or amount of the high bid, the Auctioneer may reopen bidding on the property and may, in conjunction with such reopening of the bidding, designate one of the bidders as the High Bidder in the Auctioneer's sole discretion. All decisions by the Auctioneer shall be final.
16. Auctioneer has made reasonable efforts to provide for online bidding for this auction. Qualified Bidder recognizes and acknowledges, however, that technical problems with hardware, software, or internet connectivity, as well as human errors, may arise and may affect, without limitation, the Tranzon website, our online bidding program and

process, bidder's internet service and access, and Qualified Bidder's connection to this auction's bidding program and process. Qualified Bidder further acknowledges that these and other technical problems may develop at any time and with or without notice. Qualified Bidder acknowledges and agrees that neither Auctioneer nor the Seller is in any way responsible for any such technical problems, and that Qualified Bidder has no absolute or other right to be able to bid on this auction in the event of any such technical problems. Notwithstanding the foregoing, Qualified Bidder further acknowledges and agrees that, in the event of any such technical problems, Auctioneer reserves the right to postpone or cancel the auction and/or extend the bidding time for this auction and/or relist the property for auction at another time, in our sole discretion, and that our decision with regard to any such actions is and will be final.

17. The Auctioneer reserves the right to deny any person admittance to the Auction Sale, to postpone or cancel the Auction Sale, to withdraw the property from the Auction Sale and to change any terms of the Auction Sale or particular conditions of sale upon announcement prior to or during the course of the Auction Sale.
18. The information contained in the information package is subject to inspection by all appropriate parties. No liability for its accuracy, errors, or omissions is assumed by the Auctioneer or its Agents, the Brokers, Seller or its agents. Prospective bidders should independently verify any and all information being materially relied upon in making a purchasing decision.
19. Only the purchase agreement shall set forth Seller's obligations to the High Bidder/Purchaser.
20. The auction is being conducted pursuant to all local and state laws. The sole and exclusive venue for any disputes involving Seller regarding or relating to any auction or sale made by auction shall be the United States Bankruptcy Court for the Eastern District of California, Sacramento Division (the "Court"). All participants irrevocably submit to the jurisdiction of the Court.

**Please initial below:**

\_\_\_\_\_ I have read and agree to the Terms and Conditions as set forth herein.

\_\_\_\_\_ I am in receipt of the terms of the auction and accept full responsibility for due diligence.

\_\_\_\_\_ I have had an opportunity to review the Property Information Package and Purchase Contract.

\_\_\_\_\_ I understand that the property is being sold as is, without covenant or warranty, expressed or implied.

\_\_\_\_\_ I understand and agree that, in the event I am the successful purchaser of the property, I will sign the Purchase Agreement and remit the required 10% deposit no later than 12:00 PM PT on September 26, 2019.

\_\_\_\_\_ I understand that, in the event I am the successful purchaser of the property, and if I fail to close by the scheduled closing date, my deposit(s) will be forfeited.

Agreement and Acceptance:

\_\_\_\_\_  
Bidder Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print name as signed