

**REAL ESTATE AUCTION**  
**AQUARIUS METAL PRODUCTS, Inc.**  
**2475 Millennium Dr. Elgin, IL**  
**10/04/11**

**QUALIFICATION TO BID:**

To qualify to participate in the real estate auction, a bidder must present at the auction registration proof of wire transfer to auctioneer or a cashier's or certified check in the amount of \$25,000 made payable "PPL GROUP, LLC" as Escrow Agent (the "Initial Deposit").

**NO CONTINGENT BIDS:**

Bids may not be subject to financing, due diligence, zoning, environmental or any other contingency. Any contingent bid will not be accepted.

**REQUIREMENTS OF THE SUCCESSFUL HIGH BIDDER:**

The successful High Bidder will be required to sign the bidder's card upon the conclusion of bidding, acknowledging the purchase and tender the required Initial Deposit to the Auctioneer. The Successful Bidder shall then immediately sign a Purchase Agreement and the Escrow Agent shall deposit the Initial Deposit. The Initial Deposit MUST be increased to 10% of the Total Purchase Price by wire transfer, cashiers or certified check, if applicable, either at the auction or on or before two (2) business days from Seller's acceptance ("Additional Deposit"). No third party checks will be accepted. The successful Bidder may also be asked to sign other documents.

**SUCCESSFUL BIDDER DEFAULT:**

If any successful bidder fails to make the Additional Deposit, the Initial Deposit will be forfeited to Seller as liquidated damages and the Successful Bidder shall be liable for compensatory damages. If any successful bidder fails to close the sale contemplated herein in accordance with the Purchase Agreement or otherwise defaults under the Purchase Agreement, the Deposit will be forfeited to Seller as liquidated damages and the Successful Bidder held liable for compensatory damages. If the successful bidder defaults, no rights shall exist to purchase the Property by the next highest bidder or any other bidder.

**TERMS OF SALE:**

The Auction shall be conducted with reserve and the high bid is subject to the acceptance of the Seller of the Property. The Property shall be sold on an "AS IS, WHERE IS". The property will be delivered subject to the matters described in the title commitment available for review. The Purchase Agreement contains the complete terms of sale.

**CLOSING:**

The closing of the sale of the Property pursuant to the Auction shall take place in accordance with the terms of the Purchase Agreement within 30 days of the date of the Auction.

**MODIFICATIONS TO AUCTION:**

The Seller reserves the right to: (i) impose additional or different terms and conditions at or before the Auction, (ii) extend the deadlines set forth in the Sale Procedures and/or adjourn the Auction without further notice, and (iii) withdraw the Property from the Auction. In addition, the Seller may at any time, in its sole discretion, reject any and all Bids.

**BUYER'S PREMIUM:**

In addition to the final High Bid Price the Successful Bidder will pay a premium (the "Buyer's Premium") equal to six percent (6%) of the high bid price. This amount shall be added to the final high bid and inserted in the Purchase Agreement to determine the Total Purchase Price.

**AUCTION INFORMATION:**

Representatives of Perfection Plant Liquidations, LLC can be reached at the number below. PLEASE DO NOT HESITATE TO CALL US AT ANY TIME IF WE CAN BE OF HELP. The owner has requested that neither brokers nor prospective purchasers contact the owner directly. We invite you and your experts (e.g., contractors, engineers, roofers, etc.) to inspect the property. Contact us to schedule an appointment.

**PPL GROUP, LLC**

Telephone: 224-927-5300

Fax: 224-927-5311

**DOCUMENTS AVAILABLE:**

A Bidder's Information Packet (the "Packet") has been assembled and may include such items as detailed Auction information, property description, legal description, the Purchase Agreement, preliminary title examination report, environmental reports, survey, and other applicable information. The Packet is available from Perfection Plant Liquidations, LLC, at the on-site inspections or at the Auction. The Seller, and auctioneer shall not be liable for any inaccuracy contained in any reports furnished to buyers originating from third party experts.

**ATTORNEY REVIEW RECOMMENDED:**

All information contained in auction-related material, such as the Packet, should be carefully reviewed by the bidder's attorney prior to the Auction and is subject to and may be superseded by the Purchase Agreement and announcements made from the podium prior to the commencement of bidding.

**CONDUCT OF THE AUCTION:**

In the event of a dispute between bidders, the Auctioneer shall make the final decision to accept the final bid, to re-offer and re-sell the property, or to remove the property from the auction. If any disputes should arise following the auction, the Auctioneer's records shall be conclusive in all respects.

**DISCLAIMER:**

Each Bidder, by submitting a Bid for the Property, shall be deemed to acknowledge and represent: that it is bound by the Bidding Produces contained herein; That it had an opportunity to inspect and examine the Property and to review all pertinent documents and information with respect to the Property prior to making its offer and that relied solely on that review and upon its own investigation, own independent review, investigation and/or inspection of any documents and/or the Property in making its Bid; and that it did not rely upon any written or oral statements, warranties or representatives of the Seller, Seller's assignee for the benefit of creditors, mortgage holder and auctioneer regarding the Property, or the completeness of any information provided in connection with the Property, the bidding process or the Auction.