

**AUCTION PROCEDURES**  
**Updated November 24, 2023**

1. Definitions:

- A. AUCTION: Seller, through the services of Advisor, will conduct (pursuant to the terms and conditions of these Auction Procedures) an auction of the Property on the Auction Date (or on an adjourned date). The Seller reserves the right to use any auction format that it deems in its best interests.
- B. AUCTION DATE: December 7, 2023 at 11:00 am EST.
- C. AUCTION VENUE: A physical and/or online location to be determined.
- D. BACK-UP BID: The Qualified Bid selected by Seller at the conclusion of the Auction as the second best Bid.
- E. BACK-UP BIDDER: The Bidder who submitted the Back-up Bid. The Back-up Bidder's Deposit is held pursuant to the provisions below and, in the event that the Successful Bidder fails to close, the Back-up Bidder is obligated to close.
- F. BID: A binding offer to purchase the Property. All Bids are irrevocable pursuant to the terms set forth below.
- G. BIDDER: A person or entity that submits a Bid.
- H. BID DEADLINE: November 30, 2023.
- I. ADVISOR: Keen-Summit Capital Partners LLC. Information about the Property and about the Auction are available from Advisor. Advisor can be contacted at:

Keen-Summit Capital Partners LLC  
ATTN: Harold Bordwin  
Telephone: (646) 381-9201  
Email: [hbordwin@Keen-Summit.com](mailto:hbordwin@Keen-Summit.com)

With a copy to: Keen-Summit Capital Partners LLC  
1 Huntington Quadrangle, Suite 2C04  
Melville, NY 11747  
ATTN: Chris Mahoney  
Telephone: (646) 381-9205  
Email: [cmahoney@keen-summit.com](mailto:cmahoney@keen-summit.com)

Keen-Summit Capital Partners LLC  
1 Huntington Quadrangle, Suite 2C04  
Melville, NY 11747  
ATTN: David Levy

Telephone: (312) 909-1696  
Email: [dlevy@keen-summit.com](mailto:dlevy@keen-summit.com)

- J. COURT: Ingham County Circuit Court, Michigan
- K. DATA: Information provided by Seller to Bidders or prospective Bidders subject to the conditions and limitations set forth in these Bidding Procedures. This information may include title work, surveys, and other data about the Property.
- L. DEPOSIT: Equal to 10% of the Qualifying Bid purchase price, no less than the following amounts: Jutila Center (200 Michigan St) \$100,000; Old Main (603 Quincy Street): \$50,000; Lots 1-4 Suomi Plat, "Parcel 1" 1.09 +/- acre lot at Scott St. and Elm St., "Parcel 2" 3.96 +/- acre lot at Pine St. and Weldon Ave: \$15,000
- M. ESCROW AGENT: O'Keefe and Associates Consulting, LLC
- N. IRREVOCABILITY PERIOD: That period of time which commences upon each Bidder's submission of a Bid and which concludes at the earlier of (i) the Closing, or (ii) 30 days after the conclusion of the Auction (as adjourned).
- O. OFFER & BIDDER REGISTRATION FORM: The form of document attached hereto as **Exhibit A**.
- P. PROPERTY: The property defined in the Real Property Purchase Agreement.
- Q. QUALIFIED BID: A Bid that satisfies the requirements set forth below.
- R. QUALIFIED BIDDER: A Bidder who submits a Qualified Bid or submits a contract otherwise acceptable to the Seller.
- S. REAL PROPERTY PURCHASE AGREEMENT: The form of agreement to be provided by Seller.
- T. REQUIRED BID DOCUMENTS: The Required Bid Documents are those documents that a Bidder is required to submit by the Bid Deadline, as further described below.
- U. SALE HEARING: A hearing in the Court on December 13, 2023 at 2:30 pm via Zoom at which the Seller will seek an Order approving the sale.
- V. SALE ORDER: An Order of the Court authorizing a sale of the Property to the Successful Bidder.
- W. SELLER: Finlandia University by its Court-appointed receiver, Patrick O'Keefe of O'Keefe and Associates Consulting, LLC
- X. SELLER'S COUNSEL: Wolfson Bolton Kochis PLLC, 3150 Livernois, Ste. 275, Troy, MI 48083. Attn: Anthony J. Kochis.

- Y. SUCCESSFUL BID: At the conclusion of the Auction, the Qualified Bid selected by the Seller as the winning bid based upon price, financial condition, experience, and such other factors as the Seller may deem relevant, as further detailed below.
- Z. SUCCESSFUL BIDDER: The Bidder who submitted the Successful Bid.

2. STEP ONE: Bid Deadline: November 30, 2023

- A. The Seller seeks to solicit bids (“Bids”) for the sale of the Property. In order to solicit the highest and best offers, the Seller is conducting the Auction herein described. The first step is the submission of binding Bids in the form of the “Required Bid Documents” on or before the Bid Deadline. Seller will review the Required Bid Documents and based upon that review, Seller will identify those Bidders who have submitted “Qualified Bids”. Only those Bidders who have submitted Qualified Bids, if any, will be authorized to participate in the Auction.
- B. You must submit the Required Bid Documents (including the “Deposit”) so as to be actually received by no later than 4:00 P.M., EST, on November 30, 2023 (the “Bid Deadline”). A complete copy of the Required Bid Documents must be submitted to the Seller’s Counsel by electronic mail to AKochis@wolfsonbolton.com. A complete copy of the Required Bid Documents must also be submitted to both Advisor.
- C. Due diligence information can be obtained by contacting Advisor. Seller and Advisor shall not be obligated to furnish any Data after the Bid Deadline or to any party that the Seller determines, in its sole discretion, is not reasonably likely to be a Qualified Bidder

3. Required Bid Documents

- A. Unless expressly waived by Seller, in order for a Bidder to become a Qualified Bidder, a Bidder must submit to Seller’s Counsel with a copy to Advisor, the following documents which, taken together, constitute the “Required Bid Documents”:
  - 1. Offer: A written “Offer And Bidder Registration Form” in the form attached hereto as **Exhibit A**. Pursuant to the terms of such form, the offer must expressly state that the Bidder’s offer is all cash, on an as-is, where-is basis and irrevocable during the Irrevocability Period.
  - 2. Contract: An executed and fully completed Real Property Purchase

Agreement. The contract, as tendered, may not contain any contingencies, including, but not limited to due diligence and financing contingencies.

3. Financials: Written evidence of a commitment for financing or other evidence of ability to consummate the transaction.
  4. Other Information: Any other information that the Seller may reasonably request which would enable Seller to evaluate, among other things, the Bidder's ability to consummate a transaction, the Bidder's legal authority to Bid, and/or the Bidder's ability to fulfill its obligations in connection therewith.
  5. Deposit: A cashier's or certified check or wire transfer for the Deposit in the amount as indicated above tendered to the Escrow Agent.
- B. Confidentiality: By submitting a Bid, each Bidder agrees to maintain as confidential and to not disclose to third parties both the fact that Bidder submitted a Bid and the terms and conditions of such Bid.

4. Qualified Bids

Unless such requirement is waived by the Seller,

- A. ONLY BIDDERS THAT HAVE SUBMITTED QUALIFIED BIDS SHALL BE ELIGIBLE TO PARTICIPATE IN THE AUCTION; and
- B. In order for a Bid to be a "Qualified Bid," a Bid shall:
  1. Include the Deposit and each of the Required Bid Documents, executed and in form and substance acceptable to the Seller;
  2. Be a good faith, bona fide, offer to purchase the Property;
  3. Not be contingent;
  4. Be actually received by the Bid Deadline;
  5. Demonstrate to the Seller the Bidder's ability to consummate promptly the purchase of the Property;
  6. Be irrevocable during the Irrevocability Period; and
  7. Be one of the three highest Bids or be within twenty percent (20%) of the highest Bid.
- C. Failure of a Bidder to fully, accurately and promptly respond to Seller's requests for additional information may result in a Bid no longer being considered a

Qualified Bid.

- D. Following the receipt of Bids, Seller will ascertain, in the exercise of its reasonable business judgment, whether a Bid is a Qualified Bid, taking into account, among other things, the quality of the Required Bid Documents, the Bidder's experience, financial capacity to close, reputation in the marketplace, etc.
- E. By 9:00 a.m. ET on December 6, 2023 or such date as is one day before the auction, Advisor will notify each Bidder at the email address set forth on the Offer & Bidder Registration Form if it is a Qualified Bidder.

5. Deposit Requirement

- A. Each Bidder shall tender a Deposit with the Required Bid Documents to Seller's Escrow Agent. The Successful Bidder will be required to tender additional Deposits, as set forth below.
- B. The Deposit shall be by cashier's check or certified check or wire transfer payable to Escrow Agent. Escrow Agent shall have no liability to any party in connection with its services with respect to Deposits except for willful misconduct, gross negligence or bad faith. Escrow Agent, at its discretion, may either immediately deposit Deposits into its escrow account or may hold Deposits pending the outcome of the Auction.
- C. In the event that the Seller does not consummate a sale of the Property, for any reason (other than the Bidder's failure to consummate a sale), the Seller's sole obligation and liability shall be to refund the Deposit to the Bidder.
- D. No Bid shall be deemed to be "accepted" by Seller unless and until the Court has entered the Sale Order.

6. Seller's Pre-Auction Discretion

- A. Seller reserves the right to negotiate any offer made to purchase the Property, and to determine whether it is beneficial to the receivership estate and the creditors to enter into a stalking-horse agreement for a Property prior to the Auction or to withdraw the Property from the auction and sell it directly without an auction. The Seller retains the complete discretion in revising these Bid Procedures in accordance with its directive to maximize the value of the sale of the Property.

7. STEP TWO -The Auction: December 7, 2023 at 11:00 am EST

- A. Provided that a Property is not already sold or otherwise disposed of, then Seller shall Auction the Property on the Auction Date at the Auction Venue. The Seller reserves the right to change the location and time of the Auction and to cancel the Auction. Only the Bids of Qualified Bidders will be considered at the Auction and Seller shall have no obligation to admit to the Auction any party who it does not deem a Qualified Bidder.
- B. Based upon the terms of the Qualified Bids, the level of interest expressed in the Property and such other information as the Seller may determine to be relevant, Seller shall have the right to amend the procedures set forth herein and to adopt, at any time, in its sole and absolute discretion, such rules for the bidding process which it determines will better promote the goals of the bidding process. Among other things, Seller shall determine, in the exercise of its sole and absolute discretion, acceptable bidding increments, which may be modified by the Seller during the Auction. Seller may offer the Property for bidding in successive rounds; may conduct a silent Auction; may conduct an open Auction; or may otherwise conduct the Auction in the manner that it deems most appropriate for soliciting the highest and best Bids.
- C. The Seller shall receive Bids at the Auction for the Property with the intention of selling the Property to the Successful Bidder. At the conclusion of the Auction or a later point to be determined by the Seller, the Seller will determine which Bid is the highest and best Bid and which Bid is the next highest and best Bid and, based upon that determination, will announce the Successful Bid and the Back-up Bid, respectively.
- D. Seller's determination of what constitutes the first and second "highest and best" Bids will be based upon the exercise of Seller's discretion and may take into consideration price, modifications to the Real Property Purchase Agreement, closing risk, risk of delay, financial condition, experience, and such other factors as Seller may deem relevant.
- E. At the conclusion of the Auction, both the Successful Bidder and the Back-up Bidder shall update and re-execute their respective Real Property Purchase Agreements and any other agreements, contracts, instruments or other documents evidencing and containing the terms and conditions upon which the Successful Bid and the Back-up Bid were made.
- F. Formal rejection of a Bid by the Seller will not occur unless and until (a) the Seller expressly rejects a Bid in writing; or (ii) the Irrevocability Period lapses.
- G. The Successful Bidder shall supplement its Deposit so that immediately following the Auction, its aggregate deposit being held by Seller equals ten

percent (10%) of the Successful Bid.

- H. All supplemental Deposits shall be paid in certified funds or bank cashier's check or wire transfer made payable to Escrow Agent.
  - I. The establishment of a Successful Bid and a Back-up Bid does not release any Bidder from its obligations and all Bids remain open and irrevocable for the duration of the Irrevocability Period.
  - J. Return of Deposits:
    - 1. Seller reserves the right to hold the Deposit of the Backup Bidder until expiration of the Irrevocability Period.
    - 2. Seller shall return the Deposits of all Bidders other than the Successful Bidder and the Backup Bidder within five (5) business days of the conclusion of the Auction.
8. STEP THREE – Court Approval: December 13, 2023 at 2:30 via Zoom
- A. Any objection to the sale must be filed with the Court.
  - B. The Sale Hearing will be held in the Court. Timely filed objections to the proposed sale may be heard by the Court at that time.
9. STEP FOUR - The Closing
- A. The Closing shall occur in accordance with the terms of the Real Property Purchase Agreement and the Sale Order. WITH RESPECT TO THE CLOSING, TIME OF PERFORMANCE BY THE SUCCESSFUL BIDDER IS OF THE ESSENCE.
  - B. In the event of the failure by the Successful Bidder to consummate a sale of the Property, the Back-up Bidder for such Property shall be deemed the Successful Bidder without further Order of the Court, and shall proceed to Closing in accordance with the terms of the Real Property Purchase Agreement following Seller's tender of notice to the Back-up Bidder. The Seller shall be entitled to retain the Deposit (as supplemented) of any Successful Bidder who fails to close because of a breach or failure by such Successful Bidder and such Deposit shall be deemed forfeited by such defaulting Successful Bidder, shall not be credited against the purchase price for the benefit of a Back-up Bidder, and Seller specifically reserves the right to seek all available damages from the defaulting Bidder.
  - C. The balance of the purchase price shall be paid by the Successful Bidder by wire

transfer or an endorsed bank or certified check at the Closing.

11. Other Provisions

A. Disclaimer

1. Any sale or other disposition of all or a portion of the Property shall be without representations or warranties of any kind, nature or description by the Seller, its agents or representatives. The Property shall be transferred on an "as is" and "where is" basis.
2. Any and all Data provided to prospective Bidders:
  - a) has been prepared for informational purposes only;
  - b) has been prepared from materials supplied to the Seller by third parties; and
  - c) is being furnished solely for use by Bidders in considering their interest in acquiring the Property;
3. By accepting Data from the Seller and/or Advisor, the recipient acknowledges and agrees that the Data has been prepared to assist the recipient in making its own evaluation of the Property and the Data does not purport to be all-inclusive or to contain all of the information that a Bidder may desire. In all cases, Bidders should conduct their own investigation and analysis of the Property, conduct site inspections, and scrutinize all of the Data. Advisor has assumed no responsibility for independent verification of any of the Data and has not in fact in any way audited such information. Seller and Advisor are not making nor will they make and expressly disclaim making any written or oral statements, representations, warranties, promises or guarantees, whether express, implied or by operation of law or otherwise, with respect to the Property and with respect to the accuracy, reliability or completeness of any Data, except as expressly stated in a contract executed by Seller. Seller and Advisor and their respective partners, officers, directors and employees, affiliates and representatives, expressly disclaim any and all liability based on or relating or pertaining to any written or oral statements, financial information, projections, representations, warranties, promises or guarantees, whether express, implied or by operation of law or otherwise.
4. Each Bidder, by submitting a Bid for the Property, shall be deemed to acknowledge and represent:



- a) that it is bound by these Bidding Procedures;
  - b) 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 it relied solely on that review and upon its own investigation and inspection of the Property in making its Bid; and
  - c) that it is not relying upon any written or oral statements, representations, or warranties of the Seller, or the Seller's agents or representatives.
- B. All of the Seller's right, title and interest in and to the Property shall be assigned and sold, free and clear of all liens, claims, encumbrances and security interests, which shall attach to the net proceeds received by the Seller as a result of the sale with the same force and effect that they now have, subject to further Order of the Court.
- C. The sale of the Property shall **not** include personal property, inventory, fixtures, trade fixtures, or other furnishings or equipment located in or on the Property except as set forth in the Real Property Purchase Agreement.
- D. All sales, transfer and recording taxes, stamp taxes or similar taxes, if any, relating to the sale of a Property shall be the sole responsibility of the Successful Bidder and shall be paid to the Seller at the Closing.
- E. The Seller, at or before the Auction, may impose such other and additional terms and conditions as it may determine to be in the best interests of the Debtor, its estate, the creditors and other parties interest.
- F. The Seller may reject any Bid that in his sole discretion he deems to be: (i) inadequate or insufficient; or (ii) contrary to the best interest of the Seller's estate and creditors. Such rejection may be made at any time prior to Court Approval.
- G. Any and all disputes related or pertaining to or resulting or arising from the marketing process, the Auction, the sale of the Property, and/or the conduct of the Seller, Advisor and/or any of Seller's other professional advisors shall be adjudicated solely by the Court. The submission of a Bid shall constitute an express consent by the Bidder to the exclusive jurisdiction of the Court for all such matters.
- H. Bidder warrants and represents that it is a principal acting on its own behalf, and not as a broker, finder or agent acting on another's behalf. Bidder acknowledges that it will not look to the Seller and/or Advisor and their

respective representatives for the payment of any fee or commission. Seller is compensating Advisor pursuant to a separate Court approved agreement. In addition, Bidder agrees to be responsible for the payment of any fee, commission or other compensation payable to any broker, finder or agent who alleges it has dealt with or through Bidder, unless specifically agreed to in writing by Seller. Bidder hereby agrees to indemnify, defend and hold the Seller and Advisor and their respective representatives harmless from and against any and all claims, damages, losses and liabilities, costs and expenses (including reasonable attorneys' fees and disbursements) arising out of any claim or claims by any broker, finder or similar agent for commissions, fees or other compensation who allege that they have dealt with the Seller and/or Advisor in connection with the Property. Bidder understands that the Seller and Advisor and their respective representatives have not agreed to pay any brokerage commissions, finder's fee or other compensation in connection with Bidder's possible purchase, unless specifically agreed to in writing by Seller. If Bidder is working with a broker or finder other than Advisor (as defined above), Bidder agrees that Bidder shall be responsible for the payment of any fees, if any, to such broker or finder, unless specifically agreed to in writing by Seller.

- I. Enforcement: If any party shall seek to enforce or protect its rights under this document or under any document or instrument executed and delivered in connection herewith in any action, suit, or other proceeding, including all bankruptcy cases and proceedings, the prevailing party shall be entitled to receive from the other party payment of its costs and expenses, including reasonable attorneys' fees incurred (whether such costs or fees are incurred before or after the commencement of the proceeding), including any and all appeals or petitions there from.
- J. Severability: The provisions hereof are severable and the invalidity of any provision hereof will not invalidate any other provision.
- K. Entire Agreement: This document, combined with the Real Property Purchase Agreement and the Bidder Registration Form, shall constitute the entire agreement between the parties, and any prior understanding or representation of any kind shall not be binding upon either party except to the extent it has been expressly incorporated into this document.
- L. Captions: The captions to sections and subsections of this document are solely for the convenience of the parties, are not a part of this document, and shall not be used for the interpretation or determination of the validity of this document or any provision hereof.
- M. Notice: Any correspondence or required notice shall be addressed as follows

and shall be sent by Certified Mail, Return Receipt Requested, or by FedEx, either of which notices shall be supplemented by facsimile and/or email transmission, and shall be effective as of the date of actual receipt of the Certified Mail or FedEx. Such notice shall be addressed as follows:

1. If to a Bidder, to the Bidder and its attorney (if disclosed on the Offer & Bidder Registration Form) using the contact information set forth on the Offer & Bidder Registration Form.
2. If to any one or more of Seller, Seller's Counsel, and/or Advisor, then to all of such parties at the addresses set forth in the Definitions section above.

**EXHIBIT A  
OFFER & BIDDER REGISTRATION FORM**

Bidder, \_\_\_\_\_, hereby:

- Offers to buy the following Property for the price set forth below, pursuant to this Offer & Bidder Registration Form and the terms and conditions of the accompanying Real Property Purchase Agreement, and
- Seeks to become a Qualified Bidder pursuant to the terms and conditions of the Bidding Procedures approved by the Ingham County Circuit Court (“Bidding Procedures”).

Bidder’s offer is for the following Property at the following price:

<b>Property Description</b>	<b>PRICE</b>
Units 1, 3, 4, 5, 6, and 7 of Finlandia Campus Condominium at Jutila Center, Hancock, Michigan	
Old Main (603 Quincy St.)	
Lots 1-4 Suomi Plat: 1 acre +/- lot at White St. and Finn St.	
“Parcel 1”: 1.09 acre +/- lot at Scott St. and Elm St.	
“Parcel 2”: 3.96 acre +/- lot at Pine St. and Weldon Ave.	

Bidder hereby warrants and represents as follows:

- (a) Bidder has received, reviewed, understands and agrees to abide by the terms and conditions of the Bidding Procedures, the terms and conditions of which are incorporated herein by reference.
- (b) Bidder has received, reviewed and understands the terms and conditions of the standard form “Real Property Purchase Agreement”, the terms and conditions of which are incorporated herein by reference.
- (c) To the extent that the words and phrases which are capitalized in this Offer & Bidder Registration Form have been defined in the Bidding Procedures or in the Real Property Estate Purchase Agreement, those definitions are incorporated herein by reference.

- (d) Each Bid made at the Auction shall constitute a binding, irrevocable "Bid" pursuant to the Bidding Procedures.
- (e) Each Bid along with any subsequent Bids is irrevocable pursuant to the terms of the Bidding Procedures.
- (f) Each Bid is and shall be a good faith, bona fide, irrevocable offer to purchase the Property on an all-cash, as-is, where-is basis, with no contingencies.
- (g) Bidder had an opportunity to inspect and examine the Property and to review all other pertinent documents with respect to the Property prior to making its Bid and Bidder relied solely on that review and upon its own investigation and inspection of the Property in making its Bid; and Bidder is not relying upon any written or oral statements, representations, or warranties of the Seller, Seller's Counsel and/or Advisor or any of Seller's other agents or representatives.
- (h) The Successful Bidder shall supplement its Deposit so that immediately following the Auction, its aggregate deposit being held by Seller equals ten percent (10%) of the Successful Bid. **All supplemental Deposits shall be paid in certified funds or bank cashier's check or wire transfer made payable to Escrow Agent.**
- (i) Both the Successful Bidder and the Back-up Bidder shall modify and re-execute the Real Property Purchase Agreement, as appropriate, without varying its terms other than to reflect the terms of the Successful Bid as publicly announced at the Auction.
- (j) Bidder acknowledges that, pursuant to, inter alia, 18 U.S.C. Section 371, it is a federal crime to engage in collusive bidding or to chill the bidding.

AGREED & ACCEPTED this \_\_\_\_ day of \_\_\_\_\_, 2023\_

By: \_\_\_\_\_

BIDDER I.D.

Bidder's Address: \_\_\_\_\_

Bidder's Contact: \_\_\_\_\_

Bidder's Phone: \_\_\_\_\_

Bidder's Email Address: \_\_\_\_\_

Bidder's Tax ID Number: \_\_\_\_\_

ATTORNEY I.D.

Bidder's Attorney: \_\_\_\_\_

Bidder's Attorney's Address: \_\_\_\_\_

Bidder's Attorney's Phone: \_\_\_\_\_

Bidder's Attorney's Email Address: \_\_\_\_\_

**BANK REFERENCE**

Bank & Bank Contact: \_\_\_\_\_

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

Bank Contact's Phone Number: \_\_\_\_\_

Bank Contact's Email Address: \_\_\_\_\_