

REGISTRATION: All bidders must register acknowledging that they have read and agree to the Terms and Conditions of Auction Sale for Real Estate (herein referred to as the "Terms of Sale") as outlined prior to bidding.

AUCTION FORMAT: Selling in two Tracts plus Combination: **Tract 1 – West Tract** (ARLINGTON TOWNSHIP, S28, T25, R08W, **ACRES 148.5**, SE/4 EXC TR BEG AT SE COR SE/4 TH W 510.25FT TH R-N 700FT TH ELY 498.5FT M/L TO A PT ON W R/W LI K-14 HWY TH E 30FT TH S 833.6FT TO POBLESS RD R/W), **Tract 2 – East Tract** (ARLINGTON TOWNSHIP, S27, T25, R08W, **ACRES 154.4**, SW1/4 EXC RD ROW) offered individually and **Tract 3 – Combined (305 +/- ACRES)**. The successful bids will be the greater of (1) the total of the highest bids for the individual Tracts or (2) the single highest bid for the entire property (whichever nets the seller the most). Online Bidding will be available through a mobile App or online at www.rigginco.com/ViewAuctions
Applicable to this Sale: **XX** Yes ___ No.

ANNOUNCEMENTS: The Auctioneer will explain the Terms of Sale and make any Auction Day Announcements **one** time, at the beginning of the auction. As a purchaser, it is your responsibility to know and understand all announcements before the auction begins. All announcements made the day of auction take precedence over all previously written advertisements or any prior written or verbal terms of sale. Auctioneer and/or Seller reserves the right to withdraw property from auction at any time.

AGENCY: Listing agent, Co-listing agent and auctioneer(s) will be acting as Seller(s)' Agents.

AUCTIONEER RIGHTS: Conduct of the Auction and increments of bidding are at the direction and discretion of the Auctioneer. All decisions of the Auctioneer are final. The Auctioneer reserves the right to reject any bid or bidder and has the right to accept back-up contracts the day of sale. In case of a tie or disputed bid, the Auctioneer reserves the right to re-open the bidding to determine the highest bid and settle the disputed bid. This is at the sole discretion of the Auctioneer. If any disputes should arise following the auction, the Auctioneer's records shall be conclusive.

EARNEST MONEY DEPOSIT: Immediately following the conclusion of the auction, the highest bidder shall enter into and sign a Real Estate Purchase Contract for the auctioned property. The high bidder shall provide an earnest deposit for **\$25,000 individually for Tract 1 & Tract 2 or \$50,000 for Tract 3 made payable to Security First Title**. The Purchase Contract will NOT be contingent on Financing. Deposit funds are non-refundable, unless the offer is not accepted by the Seller. The winning bidder agrees to deposit earnest money using the secure website (<https://www.security1st.com/oem>), wire transfer or local check (Cashiers, Personal or Company) to Security First Title within the required time period.

TOTAL PURCHASE PRICE: A Buyer's Premium may be added to the winning bid amount and become part of the total contract price for all property(s) purchased at the auction if this auction is advertised as having a Buyer's Premium - **Applicable to this Sale:** ___ Yes **XX** No. Buyer's Premium amount, if applicable: **n/a**.

At closing, the winning bidder must pay any remaining balance per the Purchase and Sale Agreement in addition to all other applicable fees and charges described herein and in the Auction Purchase and Sale Agreement.

AUCTION LOCATION: On-Site. On-line Bidding for registered bidders, applicable to this sale **XX** Yes ___ No.

BROKER REGISTRATION: If there is going to be cooperation with Brokers/Agents the Broker/Agent must register their client by the published Deadline via the Broker Registration Form. A **1%** commission of the winning bid price (not to be confused with the Total Purchase Price) will be paid to any properly registered broker whose client purchases real estate at the auction and closes in full - **Applicable to this Sale** **XX** Yes ___ No

It is the responsibility of any agent representing a client to have completed and returned the Broker Registration Form by the published deadline (if applicable). No registration forms will be accepted after the start of the auction.

BIDDING PROCESS: No bid may be withdrawn by a bidder once made to the Auctioneer. All bids are an irrevocable offer to buy and shall remain valid and enforceable until the Auctioneer declares the property "Sold" and or "Sold Subject to Seller Confirmation" and the auction has concluded. The bidder's number is nontransferable.

CLOSING: TIME IS OF THE ESSENCE. Closing will be within 30 days of the Offer's Commencement, or as provided for in the Purchase and Sale Agreement. Closing is to be conducted by Security First Title Company and the closing fee to be split 50-50 between Seller(s) and Purchaser(s). The Purchaser(s) will pay additional title insurance required by the lender 100%. The property will not be sold subject to financing. Have all financial arrangements made prior to the auction. **POSSESSION:** Possession of property to be granted to Purchaser **upon closing**.

REAL ESTATE TAXES: Taxes shall be prorated to the Day of Closing with Sellers paying all taxes prior to closing.

MINERALS: All owned mineral rights will transfer with the deed to the Purchaser at closing.

TITLE: The Seller at closing will convey the real estate with Warranty Deed ("Deed"). Title insurance will be used as evidence of marketable title. Property is being sold subject to existing roads and highways; established easements and rights-of-ways; other matters affected by title documents shown within the title commitment; and zoning, building, subdivision, and other restrictions and regulations of record.

REPRESENTATION: Although information has been obtained from sources deemed reliable, the Auctioneer, Double R, LLC dba Riggins and Company, its representatives, employees, firm, broker, their attorney's nor the Seller make any guarantee or warranty of any kind expressed or implied as to the accuracy of the information herein contained.

PROPERTY: All prospective bidders are urged to fully inspect the property, its condition, and to rely on their own conclusions as the property is being sold AS IS, WHERE IS WITH ALL FAULTS AND LIMITATIONS. Accepted as stated herein or in the Auction Purchase and Sale Agreement, Seller has not made, does not make and specifically disclaims, and Purchaser, to the extent permitted by applicable law, shall waive, all warranties, representations or guaranties of any kind or character, expressed or implied, oral or written, past, present or future, with respect to the quality, design, condition or value of the Property or any fixtures or personal property thereon or therein, or the compliance of such Property, fixtures or personal property with any plans or specifications or any applicable laws, including but not limited to any implied warranties of ownership, quality, habitability, workmanlike construction, freedom from defects, merchantability, suitability or fitness for a particular purpose. If inspection reports have been obtained by Seller or its representatives, said reports may be provided to Auction Company or Purchaser for information purposes only. Seller does not and will not warrant the truth or validity of any findings that may be contained in such reports. All terms of this Section shall survive the termination of this Agreement or Closing.

TECHNICAL ISSUES: In the event there are technical difficulties related to the server, software, internet or any other online auction-related technologies, Double R, LLC dba Riggins and Company reserves the right to extend bidding, continue the bidding, or close the bidding. Neither the company providing the software, nor Double R, LLC dba Riggins and Company shall be held responsible for a missed bid or the failure of the software to function properly for any reason.

DEFAULT BY PURCHASER: If Purchaser shall default in the performance of any terms and conditions of this Agreement, or if the Closing shall not occur on or before the Closing Date because of the fault of Purchaser, then Seller, at its option, shall have the right to retain the Deposit paid as property of the Seller for damages, the determination of which is difficult or incapable of determination. By retaining the Deposit, Seller does not waive any rights or remedies it may have because of Purchaser's default. It is intended hereby that all the rights and remedies of Seller available either pursuant to the terms of this Agreement, or under the law or otherwise, are cumulative and not exclusive of any other such right or remedy.

PURCHASER'S INDEMNITY: Purchaser hereby agrees to indemnify, defend and hold the Seller and Seller's affiliates, parent companies and subsidiaries, and each of their respective members, employees, agents, representatives, consultants, attorneys, fiduciaries, officers, directors, trustees, partners, principals and shareholders, predecessors in interest, successors and assigns and related corporate divisions (collectively, with Seller, the "Seller Indemnified Parties") harmless from and against any and all obligations, liabilities, claims, liens, encumbrances, losses, damages, costs and expenses, including, without limitation, reasonable attorneys' fees, whether direct, contingent or consequential (collectively, "Claims"), incurred or suffered by, or asserted or awarded against any one or more of the Seller Indemnified Parties to the extent arising from any one or more of the following after the Closing: (i) the activities of Purchaser, its agents, employees or contractors; or (ii) any breach of any term, condition, covenant, representation or warranty of Purchaser contained in this Agreement or any exhibit or documents provided pursuant to this Agreement; or (iii) the violation by Purchaser, its agents, employees or contractors of any federal, state or local law, ordinance or regulation, occurring or allegedly occurring with respect to the Property; or (iv) the failure of Purchaser to perform the obligations of the owner of the Property, if any, under the Permitted Exceptions. This subsection shall survive the termination of this Agreement or Closing.

ENVIRONMENTAL DISCLAIMER: The Seller and Riggins and Company, agents, contractors and employees do not warrant or covenant with Purchaser(s) with respect to the existence or nonexistence of any pollutants, contaminants, mold, or hazardous waste prohibited by federal, state or local law or claims based thereon arising out of the actual or threatened discharge, release, disposal, seepage, migration or escape of such substances at, from or into the demised premises. Purchaser is to rely upon its own environmental audit or examination of the premises.

NOXIOUS WEEDS: There may be areas infested by noxious weeds on the subject property. The location and density of noxious weeds is unknown at this time.

WELL & SEPTIC SYSTEM: Riggin and Company, the Auctioneer(s), Seller and their agents, contractors and employees makes no warranty or representation as to the condition of the well and the septic system or even if a well and/or septic system exist on the property.

LEGAL DESCRIPTION: The legal description for each tract has been provided in the Title Insurance Commitment for the property.

ACREAGE: All acreages are approximate. If there is a discrepancy between Riggin and Company or its representative and the actual acreage as determined by a surveyor, the price will not be adjusted. The statements, while not guaranteed, are from reliable sources and should be considered estimates and not relied on as legal documents or description and are provided as a courtesy to bidders. Any costs incurred in establishing boundaries shall be the responsibility of the Purchaser(s).

OFFICE OF FOREIGN ASSETS CONTROL (OFAC) COMPLIANCE: All bidders must register at the designated area. In addition, the winning bidder may be required to disclose their place of birth and/or the following information:

1. A driver's license, passport or other reliable identification document, to confirm the identity of the customer.
2. If a legal entity is involved, such as a corporation or LLC, information to identify who controls or owns the entity. This is commonly referred to as beneficial ownership information.
3. Other appropriate information required to understand the customer's circumstances and business.

****** By providing this information the winning bidder agrees to allow Riggin and Company, if necessary, to perform a search of the Specially Designated Nationals List, Blocked Persons List and Sanctioned Country List provided by the United States Office of Foreign Assets Control. Riggin and Company, reserves the right to reject any bid and accept a back-up contract, if applicable after this search has been completed.

By registering and accepting a number, all bidders agree to abide by all the Terms of Sale and accept all buyer representations below:

- I have read and agree to the Terms and Conditions of Auction Sale as set forth herein.
- I have read, understand and agree to all the terms and conditions in the Auction Purchase and Sale Agreement without any changes to the pre-printed text.
- I understand that I do **not** have an agency relationship with the Listing Agent, Co-Listing Agent, and/ or Auctioneer(s).
- I accept full responsibility for due diligence on the real estate I am bidding on.
- I understand that all real estate will be sold "As-Is, Where-Is".
- I understand that, in the event I am the successful bidder of real estate, I must sign all contract documents immediately after the auction, and if I fail to close per the Auction Purchase and Sale Agreement, my earnest money deposit(s) will be forfeited.
- I hereby acknowledge that the offer is subject to seller approval unless the Auctioneer declares a Property to be sold "Absolute".
- I represent that I am not an employee, affiliate, officer, or director associated with the seller.
- In the case of a conflict between the Auction Purchase and Sales Agreement and Terms and Conditions of Auction Sale for Real Estate, the Auction Purchase and Sale Agreement shall control.
- I agree to accept Auction Marketing email notifications from Riggin & Company of future auctions and listings unless I opt out on the Bidder Registration form.