

REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT (this “**Agreement**”) is made and entered into effective as of the _____ day of _____, 2017, by and between:

Allen & Georgetta Callender Family Trust and Sara Stark and Sean Flynn

3101 Bus McGall Road, Ukiah, California 95482

_____ (the “**Buyer**”), whose address and contact information is as follows:

INDIVIDUAL:
BUYER(S):

(Print Name)

(Print Name)

BUYER'S
ADDRESS:

BUYER'S
PHONE:

Office: _____ Fax: _____

Home: _____ E-mail: _____

W I T N E S S E T H:

WHEREAS, Sellers are the owner of those certain tracts of land located at: Steuben County, Hamilton Lake, IN.

Parcel #1: 89+/- Acres

Parcel No.'s: 761021000032000009, 761021000031000009, and 761022000023000009

(Collectively, the “**Property**”); and

WHEREAS, Buyer desires to purchase the Property from Sellers, and Sellers desires to sell the Property to Buyer, on the terms and conditions set forth hereinafter.

NOW THEREFORE, in consideration of the Deposit (as defined below) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **SALE OF THE PROPERTY**. Seller agrees to bargain, sell, grant, convey and deliver the Property to Buyer, and Buyer agrees to purchase and accept the Property from Seller, for the price and on the terms and conditions set forth herein

2. **PURCHASE PRICE; PAYMENT OF PURCHASE PRICE.**

(a) **Purchase Price.** The total purchase price for the Property (the “**Purchase Price**”) has been determined as follows, payable by Buyer to Seller at the Closing, subject to prorations and other credits provided for in this Agreement:

Parcel Number 1: 761021000032000009, 761021000031000009, and 761022000023000009

(i)	Bid Price	\$ _____
(ii)	Buyer’s Premium (equal to 10% of the Bid Price)	\$ _____
	Purchase Price (equals (i) + (ii))	\$ _____

(b) **Deposit with Bid; 10%**

(c) **Payment of Purchase Price.** The Purchase Price shall be paid in the following manner:

(i) The **Deposit** which shall be payable by certified check of immediately available United States funds made payable to Greater Metropolitan Title Co. Pamela K Rose Auction Co, LLC shall deliver the Deposit to Greater Metropolitan Title Co. 3131 Executive Parkway #100, Toledo, Ohio 43606. The (the “**Escrow Agent**”) and the Deposit shall be held by Escrow Agent in escrow pending Closing or other disbursement in accordance with the terms of this Agreement.

(ii) On the Closing Date (as hereinafter defined), and subject to the terms of this Agreement, Buyer shall pay to Seller the balance of the Purchase Price by wire transfer of immediately available United States funds as directed by Seller. The Deposit shall be applied to the Purchase Price at Closing.

3. **INSPECTION.** Neither Buyer nor its agents shall damage the Property or any portion thereof; and (iii) Buyer and Buyer’s representatives and agents hereby waive any and all claims against Seller and Seller’s agents for any injury to persons or damage to property arising out of any entry to the Property by Buyer or its representatives and agents. All of Buyer’s duties and obligations under this Section 3 shall survive the termination of this Agreement or the closing of the transactions contemplated in this Agreement.

4. **CLOSING.** Buyer and Seller agree that the Closing shall occur as follows:

(a) **Place and Date of Closing.** The consummation of the transactions contemplated under this Agreement (the “**Closing**”) shall occur by mail escrow, via the Escrow Agent, on or before the date that is seven (7) days after the Effective Date (**the date of the closing shall be on or before June 12, 2017**). This is an all-cash sale and purchase; and is not contingent upon obtaining financing even though Buyer may apply to a lending institution of Buyer’s choice for a loan. Buyer understands and agrees that neither its receipt of a commitment from such a lending institution, its acceptance of such a commitment, nor its satisfaction of any condition set forth in such a commitment shall in any way be a condition of Buyer’s obligations under this Agreement. Buyer understands and agrees that notwithstanding anything contained herein to the contrary, Buyer shall have no right to terminate this Agreement except as expressly permitted in Sections 5 and 9 of this Agreement.

(b) **Seller’s Instruments.** At the Closing, Seller shall deliver or cause to be delivered to Buyer the following items:

(i) A warranty deed executed by Seller conveying to Buyer fee simple title to the Property (the “**Deed**”), subject to (A) non-delinquent real property taxes and assessments, (B) all easements, covenants, conditions, restrictions and other agreements of record (C) public streets and legal highways, (D) municipal, zoning and subdivision laws and ordinances. Deed shall convey the Property by the legal description of the Property as acquired by Seller.

(ii) A non-foreign status affidavit executed by Seller.

(iii) A closing statement duly executed by Seller setting forth the prorations and adjustments required by this Agreement or otherwise agreed to by Buyer and Seller.

(iv) Evidence of authority to execute the closing documents required of Seller hereunder and enter into this Agreement.

(v) An affidavit reasonably acceptable Seller as may be required by Buyer's title insurance company to issue a title insurance policy for the Property without exception for mechanic's or materialmen's liens.

(c) Buyer's Instruments. At the Closing, Buyer shall deliver or cause to be delivered to Seller the following items:

(i) The Purchase Price.

(ii) A closing statement duly executed by Buyer setting forth the prorations and adjustments required by this Agreement or otherwise agreed to by Buyer and Seller.

(iii) Evidence of authority to enter into this Agreement and to execute the closing documents required of Buyer hereunder.

5. **CONDITION TO CLOSING.** Buyer's obligation to close on the transaction contemplated in this Agreement is subject to and contingent upon there being no material, adverse change in title to the Property after the Effective Date which is not cured by Seller. In the event that the transaction contemplated herein closes, Buyer hereby expressly agrees that the condition set forth in this Section 6 shall be deemed waived by Buyer.

6. **CLOSING COSTS.** Seller shall pay the following: (a) the cost of preparation of the Deed and the other documents to be delivered by Seller, (b) all real property conveyance fees levied by state or local authorities in connection with the transfer of title, (c) its proportionate share of the expenses to be prorated as set forth in this Agreement, (d) the cost of providing a title insurance commitment for Buyer and (e) any brokerage commission owed by Seller under this Agreement. Buyer shall pay the following: (a) the cost of preparation of the documents to be delivered by Buyer, (b) the Deed recording fee, (c) the costs of obtaining any survey, title insurance policy, environmental audit and other due diligence reports, (d) its proportionate share of the expenses to be prorated as set forth in this Agreement, (e) any closing fee, escrow fee or similar fee charged by Escrow Agent, and (f) any brokerage commission owed by Buyer under this Agreement. Except as otherwise provided herein, each party hereto agrees to bear its own expenses, including but not limited to, attorneys' and advisors' fees.

7. **ADJUSTMENTS AND PRORATIONS.** Ad valorem taxes and assessments and other expenses relating to the Property shall be prorated as of the Closing Date in the manner customary under the laws of the state in which the Property is located, based upon actual days involved. The proration of ad valorem real estate taxes and assessments at Closing shall be based upon the most recent real estate tax bill for the Property, and such proration shall be final, notwithstanding any post-Closing change in the tax valuation of the Property or the tax rates or otherwise. Seller and Buyer hereby agree that if ad valorem taxes for the Property for the year of Closing may be paid at Closing, the same shall be paid at Closing. In the event that such ad valorem taxes for the year of Closing cannot be paid at Closing, then the parties shall prorate said taxes in accordance with this Section 8, and Buyer shall thereafter pay said ad valorem taxes for the Property for the year of Closing before said taxes become delinquent. Buyer agrees to, and hereby does, indemnify and hold Seller harmless of and from any and all liabilities, claims, demands and expenses, of any kind or nature arising out of or with respect to Buyer's failure to timely pay said taxes in accordance with the preceding sentence. Buyer's obligations under this paragraph shall survive Closing. Buyer acknowledges and agrees that any "rollback" or similar taxes imposed because of a change in use or ownership of the Property shall be the sole and exclusive responsibility of Buyer, and that Seller shall have no obligation in connection therewith. Notwithstanding the foregoing, no prorations will be made in relation to insurance premiums, and Seller's insurance policies will not be assigned to Buyer.

8. **DELIVERY OF POSSESSION; CASUALTY; CONDEMNATION.** Possession of the Property will be delivered to Buyer on the Closing Date. If prior to the Closing Date there shall occur damage to the Property caused by fire or other casualty, then the Closing shall take place as provided herein, and Seller shall assign to Buyer all rights to insurance proceeds and claims, if any, available as a result of such destruction or damage.

9. **DEFAULT; REMEDY.** If the purchase and sale of the Property contemplated hereby is not consummated in accordance with the terms and provisions of this Agreement due to circumstances or conditions which constitute a default by Seller under this Agreement, Buyer shall have the option, as its sole and exclusive remedy, to (a) terminate this Agreement by written notice to Seller and upon such termination receive the Deposit, or (b) if and only if, Seller's default is a refusal by Seller to convey the Property to Buyer as required by this Agreement, then Buyer shall have the right to sue Seller for specific performance of this Agreement. Under no circumstances shall Seller be liable to Buyer for damages, whether actual, consequential, punitive, speculative, or otherwise.

If the purchase and sale of the Property contemplated hereby is not consummated in accordance with the terms and provisions of this Agreement due to circumstances or conditions which constitute a default by Buyer under this Agreement, Seller shall have the right to (i) terminate this Agreement by written notice to Buyer and upon such termination the Deposit shall immediately be paid to Seller/Broker (non-refundable deposit agreement) and/or (ii) sue Buyer for specific performance of this Agreement.

10. **ESCROW AGENT.** The parties agree that Escrow Agent shall have no liability under this Agreement except to account for the Deposit as specified herein, and except for Escrow Agent's gross negligence. Without limiting the generality of the foregoing, Escrow Agent shall not be liable for any loss or damage resulting from any of the following: any defects or conditions of title to the Property; the legal effect of any instrument exchanged by the parties hereto; any default, error, action or omission of any other party; any good faith act or forbearance by Escrow Agent; any loss or impairment of the funds deposited in escrow in the course of collection or while on deposit with a trust company, bank, savings bank or savings association resulting from failure, insolvency or suspension of such institution or while in transit by wire transfer or otherwise; or Escrow Agent complying with any legal process, writs, orders, judgments and decrees of any court, whether issued with or without jurisdiction, and whether or not subsequently vacated, modified, set aside or reversed. Upon disbursement of the Deposit, Escrow Agent shall be relieved of all further liability and responsibility in connection with the Agreement and the escrow. In the event any demand is made upon Escrow Agent concerning the Deposit, or at any time for any cause or for no cause, Escrow Agent, at its election and in its sole discretion, may cause the Deposit to be delivered to a court of competent jurisdiction to determine the rights of Seller and Buyer, or to interplead Seller and Buyer by an action brought in any such court. Deposit by Escrow Agent into such court of the Deposit shall relieve Escrow Agent of all further liability and responsibility in connection with this Agreement and the escrow.

11. **MISCELLANEOUS.** It is further agreed as follows:

(a) **Notice.** All notices, demands, requests, consents, approvals or other communications (the "**Notices**") required or permitted to be given by this Agreement shall be in writing and shall be either personally delivered, or sent via FedEx or other regularly scheduled overnight courier or sent by United States mail, registered or certified with return receipt requested, properly addressed and with the full postage prepaid. Said Notices shall be deemed received and effective on the earlier of (i) the date actually received (which, in the case of Notices sent by overnight courier, shall be deemed to be the day following delivery of such Notices to such overnight courier), or (ii) three (3) business days after being placed in the United States Mail as aforesaid. Said Notices shall be sent to the parties hereto at the addresses set forth on the first page of this Agreement, unless otherwise notified in writing.

(b) **Brokerage.** Buyer represents and warrants to Seller that Buyer has not engaged any broker or brokerage company in connection with the Buyer's proposed purchase of the Property other than _____ (the "**Buyer's Broker**") who will be paid an amount equal to one percent (2%) of the Bid Price by Seller's Broker at Closing. Seller represents and warrants to Buyer that Seller has not engaged any broker or brokerage company other than Pamela K Rose Auction Co, LLC and Kruse Appraisals, Inc. (the "**Seller's Brokers**") in connection with the proposed sale of the Property to Buyer.

Seller agrees to pay a sales commission to Seller's Broker as required by a separate agreement between Seller and Seller's Broker and to indemnify and hold Buyer harmless from any liability, claim, damages or cost relating thereto. Seller shall have no obligation to pay any commission to Buyer's Broker, it being understood that any commission paid to Buyer's Broker shall come from Seller's Broker pursuant to a commission sharing agreement between Buyer's Broker and Seller's Broker. In the event of any claims for brokers', agents' or finders' fees or commissions by any person or entity other than the Seller's Broker or Buyer's Broker in connection with the negotiation, execution or consummation of this Agreement, the party on whose alleged statement, representation or agreement such claim or liability arises shall indemnify, hold harmless and defend the other party (and such party's agents, including, without limitation Seller's Broker and Seller's auctioneer) from and against such claim, including without limitation attorneys' fees and costs. The provisions of this paragraph shall survive Closing or termination of this Agreement. Seller's Broker owes duties of trust, loyalty and confidence to Seller only. While Seller's Broker has a duty to treat Buyer honestly, Seller's Broker is Seller's agent and is acting on behalf of Seller and not Buyer. BY SIGNING BELOW, BUYER ACKNOWLEDGES PRIOR TIMELY NOTICE BY LISTING OR SELLING COMPANY THAT SELLER'S BROKER IS SELLER'S AGENT.

(c) Entire Agreement; Amendment. This Agreement, together with all exhibits hereto and documents referred to herein, if any, constitutes the entire understanding among the parties hereto, and supersedes any and all prior agreements, arrangements and understandings among the parties hereto. This Agreement may not be amended, modified, changed or supplemented, nor may any obligations hereunder be waived, except by a writing signed by the party to be charged or by its agent duly authorized in writing or as otherwise permitted herein.

(d) Binding Effect. Except as otherwise provided herein, the provisions and covenants contained herein shall inure to and be binding upon the heirs, representatives, successors and permitted assigns of the parties hereto.

(e) Assignment. Buyer's rights hereunder may not be assigned in whole or in part without the prior written consent of Seller; provided, however, that Buyer may, pursuant to an executed assignment and assumption agreement that is reasonably acceptable to Seller, assign this Agreement to an entity that is owned and controlled by the original Buyer hereunder. In the event of a permitted assignment, Buyer shall not be relieved of any of its duties, obligations or liabilities hereunder, instead Buyer, as assignor, and Buyer's assignee shall therefore be jointly and severally liable hereunder. Any attempted assignment or transfer in violation of this provision shall be null and void.

(f) Captions; Gender. Captions are included solely for convenience of reference and shall not be considered in the interpretation of this Agreement. Unless the context clearly indicates otherwise, the singular shall include the plural and vice versa. Whenever the masculine, feminine or neuter gender is used herein, such gender shall be used as the context deems appropriate.

(g) Time is of the Essence. Time is of the essence of this Agreement. Anywhere a day certain is stated for payment or for performance of any obligation, the day certain so stated enters into and becomes a part of the consideration for this Agreement. If any date set forth in this Agreement shall fall on, or any time period set forth in this Agreement shall expire on, a day which is a Saturday, Sunday, federal or state holiday, or other non-business day, such date shall automatically be extended to, and the expiration of such time period shall automatically be extended to, the next day which is not a Saturday, Sunday, federal or state holiday or other non-business day.

(h) Survival. Except as otherwise expressly provided herein, no term, provision, condition, obligation, representation or warranty set forth herein shall survive the Closing or earlier termination of this Agreement.

(i) Confidentiality. Buyer acknowledges that Buyer may become privy to confidential information of Seller, in addition to information regarding certain physical characteristics of the Property learned by Buyer in the course of its examination of the Property. Buyer therefore agrees to take all steps to ensure that any information with regard to Seller, the Property and/or to this transaction, which information is obtained by Buyer or any of its employees, officers, agents, counsel, accountants or representatives, shall remain confidential and shall not

be disclosed or revealed to outside sources. The provisions of this paragraph shall survive termination of this Agreement.

(j) Governing Law. This Agreement and each and every related document are to be governed by, and construed in accordance with, the laws of the State of Indiana.

(k) Property Sold "As Is". IT IS UNDERSTOOD AND AGREED BY BUYER THAT SELLER HAS NOT MADE AND IS NOT NOW MAKING, AND IT SPECIFICALLY DISCLAIMS AND NEGATES ANY AND ALL COVENANTS, WARRANTIES, REPRESENTATIONS OR GUARANTEES OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, WITH RESPECT TO THE PROPERTY, INCLUDING BUT NOT LIMITED TO, WARRANTIES, REPRESENTATIONS OR GUARANTIES AS TO (I) MATTERS OF TITLE, (II) ENVIRONMENTAL MATTERS RELATING TO THE PROPERTY OR ANY PORTION THEREOF, (III) GEOLOGICAL CONDITIONS, INCLUDING, WITHOUT LIMITATION, SUBSIDENCE, SUBSURFACE CONDITIONS, WATER TABLE, UNDERGROUND WATER, RESERVOIRS, LIMITATIONS REGARDING THE WITHDRAWAL OF WATER AND EARTHQUAKE FAULTS AND THE RESULTING DAMAGE OF PAST AND/OR FUTURE EARTHQUAKES, (IV) WHETHER, AND THE EXTENT TO WHICH THE PROPERTY OR ANY PORTION THEREOF IS AFFECTED BY ANY STREAM (SURFACE OR UNDERGROUND), BODY OF WATER, FLOOD PRONE AREAS, FLOOD PLAIN, FLOODWAY OR SPECIAL FLOOD HAZARD, (V) DRAINAGE, (VI) SOIL CONDITIONS, INCLUDING THE EXISTENCE OF INSTABILITY, PAST SOIL REPAIRS, SOIL ADDITIONS OR CONDITIONS OF SOIL FILL, OR SUSCEPTIBILITY TO LANDSLIDES, OR THE SUFFICIENCY OF ANY UNDERSHORING, (VII) ZONING TO WHICH THE PROPERTY OR ANY PORTION THEREOF MAY BE SUBJECT, (VIII) THE AVAILABILITY OF ANY UTILITIES TO THE PROPERTY OR ANY PORTION THEREOF, INCLUDING, WITHOUT LIMITATION, WATER, SEWAGE, GAS AND ELECTRIC, (IX) USAGE OF ADJOINING PROPERTY, (X) ACCESS TO THE PROPERTY OR ANY PORTION THEREOF, (XI) THE VALUE, COMPLIANCE WITH ANY PLANS AND SPECIFICATIONS, SIZE, LOCATION, LAND USE, DESIGN, QUALITY, DESCRIPTION, SUITABILITY, STRUCTURAL INTEGRITY, OPERATION, TITLE TO, OR PHYSICAL OR FINANCIAL CONDITION OF THE PROPERTY OR ANY PORTION THEREOF, (XII) COMPLIANCE OF THE PROPERTY WITH ANY OR ALL PAST, PRESENT OR FUTURE FEDERAL, STATE OR LOCAL ORDINANCES, CODES OR SIMILAR LAWS, BUILDING, FIRE OR ZONING ORDINANCES, CODES OR OTHER SIMILAR LAWS, (XIII) THE EXISTENCE OR NON-EXISTENCE OF UNDERGROUND STORAGE TANKS, (XIV) ANY OTHER MATTER AFFECTING THE STABILITY OR INTEGRITY OF THE LAND, (XV) THE POTENTIAL FOR FURTHER DEVELOPMENT OF THE PROPERTY, (XVI) THE EXISTENCE OF VESTED LAND USE, ZONING OR BUILDING ENTITLEMENT AFFECTING THE PROPERTY, (XVII) THE MERCHANTABILITY OF THE PROPERTY OR FITNESS OF THE PROPERTY FOR ANY PARTICULAR PURPOSE (BUYER AFFIRMING THAT BUYER HAS NOT RELIED ON SELLER'S SKILL OR JUDGMENT TO SELECT OR FURNISH THE PROPERTY FOR ANY PARTICULAR PURPOSE, AND THAT SELLER MAKES NO WARRANTY THAT THE PROPERTY IS FIT FOR ANY PARTICULAR PURPOSE), (XVIII) TAX CONSEQUENCES (INCLUDING, BUT NOT LIMITED TO, THE AMOUNT, USE OR PROVISIONS RELATING TO ANY TAX CREDITS), (XIX) THE INCOME TO BE DERIVED FROM THE PROPERTY, OR (XX) THE EXISTENCE OF ANY VIEW FROM THE PROPERTY OR THAT ANY EXISTING VIEW WILL NOT BE OBSTRUCTED IN THE FUTURE. ADDITIONALLY, NO PERSON ACTING ON BEHALF OF SELLER IS AUTHORIZED TO MAKE, AND BY EXECUTION HEREOF OF BUYER ACKNOWLEDGES THAT NO PERSON HAS MADE, ANY REPRESENTATION, AGREEMENT, STATEMENT, WARRANTY, GUARANTY OR PROMISE REGARDING THE PROPERTY OR THE TRANSACTION CONTEMPLATED HEREIN; AND NO SUCH REPRESENTATION, WARRANTY, AGREEMENT, GUARANTY, STATEMENT OR PROMISE IF ANY, MADE BY ANY PERSON ACTING ON BEHALF OF SELLER SHALL BE VALID OR BINDING UPON SELLER UNLESS EXPRESSLY SET FORTH HEREIN. BUYER FURTHER ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY, BUYER IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTY AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY SELLER. BUYER FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE PROPERTY WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT SELLER HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION AND MAKES NO REPRESENTATIONS AS TO THE ACCURACY, TRUTHFULNESS OR COMPLETENESS OF SUCH

INFORMATION. SELLER IS NOT LIABLE OR BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENT, REPRESENTATION OR INFORMATION PERTAINING TO THE PROPERTY, OR THE OPERATION THEREOF, FURNISHED BY ANY REAL ESTATE BROKER, CONTRACTOR, AGENT, EMPLOYEE, SERVANT OR OTHER PERSON. THE SELLER SHALL SELL AND CONVEY TO BUYER AND BUYER SHALL ACCEPT THE PROPERTY "AS IS, WHERE IS WITH ALL FAULTS AND LIMITATIONS." BUYER HAS FULLY REVIEWED THE DISCLAIMER AND WAIVERS SET FORTH IN THIS AGREEMENT WITH ITS COUNSEL AND UNDERSTANDS THE SIGNIFICANCE AND EFFECT THEREOF. BUYER HEREBY RELEASES SELLER FROM ALL CLAIMS, LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES WHICH BUYER OR ANY PARTY RELATED TO OR AFFILIATED WITH BUYER HAS OR MAY HAVE ARISING FROM OR RELATED TO ANY MATTER OR THING RELATED TO THE PHYSICAL CONDITION OF THE PROPERTY, ANY CONSTRUCTION DEFECTS, ANY ERRORS OR OMISSIONS IN THE DESIGN OR CONSTRUCTION OF THE PROPERTY, AND ANY ENVIRONMENTAL CONDITIONS AT, IN, OR UNDER THE PROPERTY, AND BUYER WILL NOT LOOK TO SELLER IN CONNECTION WITH THE FOREGOING FOR ANY REDRESS OR RELIEF. IT IS UNDERSTOOD AND AGREED THAT THE PURCHASE PRICE HAS BEEN ADJUSTED BY PRIOR NEGOTIATION TO REFLECT THAT ALL OF THE PROPERTY IS SOLD BY SELLER AND PURCHASED BY BUYER SUBJECT TO THE FOREGOING. BUYER HAS KNOWLEDGE AND EXPERIENCE IN FINANCIAL AND BUSINESS MATTERS AND DEALING WITH REAL ESTATE, THAT ENABLES BUYER TO EVALUATE THE MERIT AND RISKS OF THE TRANSACTION CONTEMPLATED HEREBY. BUYER IS NOT IN A DISPARATE BARGAINING POSITION VIS-A-VIS SELLER. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE CLOSING OR ANY TERMINATION HEREOF.

(l) Waiver. No claim of waiver, consent, or acquiescence with respect to any provision of this Agreement shall be made against any party hereto except on the basis of a written instrument executed by or on behalf of such party. However, the party for whose unilateral benefit a condition is herein inserted shall have the right to waive such condition.

(m) Counterparts; Facsimile/Electronic Mail. This Agreement may be executed via facsimile or email (PDF) and in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute but one and the same instrument.

(n) Rule of Construction. Seller and Buyer have experience with the subject matter of this Agreement, have been represented by counsel and have each fully participated in the negotiation and drafting of this Agreement. Accordingly, this Agreement shall be construed without regard to the rule that ambiguities in a document are to be construed against the drafter.

(o) No Reliance on Documents. Except as expressly stated herein, neither Seller, Seller's Broker or Seller's auctioneer makes any representation or warranty as to the truth, accuracy or completeness of any materials, data or information delivered by Seller, Seller's Broker, Seller's auctioneer or their respective agents to Buyer in connection with the transaction contemplated hereby. Buyer acknowledges and agrees that all materials, data and information delivered by Seller, Seller's Broker, Seller's auctioneer or their respective agents are provided to Buyer as a convenience only and that any reliance on or use of such materials, data or information by Buyer shall be at the sole risk of Buyer. Neither Seller, Seller's Broker, Seller's auctioneer, nor any of their respective members, nor the person or entity which prepared any report or reports delivered to Buyer, shall have any liability to Buyer for any inaccuracy in or omission from any such reports.

(p) Jury Trial. Buyer hereby knowingly and voluntarily waives the right to a jury trial in any action, proceeding, or permissive counterclaim involving any matters whatsoever arising out of or in any way connected with the Property or this Agreement.

(q) No Recording. This Agreement shall not be recorded by Buyer in the real estate records of the county where the Property is located, or otherwise.

(r) Reserve Bid Offering. Buyer acknowledges that this Agreement is executed and delivered by Buyer pursuant to an auction conducted on behalf of Seller. In consideration of the following: (a) preserving the integrity of the auction process and assuring that all offers are made in conformity therewith and in

reliance thereon; (b) the monies spent by Seller to arrange for the auction; (c) the opportunity of the Buyer to bid for the Property; (d) the promise by the Seller to sell the Property to Buyer if this Agreement is accepted by Seller as hereinafter provided and (e) for other good and valuable consideration, the receipt and adequacy of which is expressly acknowledged by Buyer, including the mutual promises made by each party, this Agreement constitutes an irrevocable offer to purchase by Buyer in accordance with this Agreement which in the event the high Bid Price is equal to or greater than the undisclosed Reserve price. The offer means that the offer will be accepted by the Seller. In the event the high Bid Price is less than the undisclosed Reserve price, then this offer will be taken under consideration by the Seller and cannot be revoked by Buyer prior to 5:00 p.m. local time (based on the location of the Property) on the fifth (5) business day following Buyer's execution of this Agreement ("Irrevocable Deadline"). Such offer to purchase shall not be deemed accepted by Seller until executed by Seller prior to revocation thereof. Notice from Seller or its duly authorized agent to accept or reject Buyer's offer under this paragraph may be given pursuant to Section 14(a) above or by telephone and confirmed at a later date by notice given pursuant to Section 14(a) above. Failure of Seller or its duly authorized agent to notify Buyer on or prior to the Irrevocable Deadline that Seller accepts or rejects Buyer's offer shall not constitute acceptance or rejection by Seller of Buyer's offer, but Buyer's irrevocable offer shall thereafter become revocable.

IN WITNESS WHEREOF, each of the undersigned have caused this Agreement to be executed on its behalf by its members, officers or agents thereunto on the dates below, but effective as of the Effective Date first above written.

SELLERS:

By: _____

Name: _____

Its: _____

Date: _____, 2017

SELLERS:

By: _____

Name: _____

Its: _____

Date: _____, 2017

SELLERS:

By: _____

Name: _____

Its: _____

Date: _____, 2017

BUYER:

By: _____

Name: _____

Its: _____

Date: _____, 2017

BUYER:

By: _____

Name: _____

Its: _____

Date: _____, 2017