

Ranch & Farm Auctions/Whitetail Properties Real Estate, LLC

Contract For Sale of Real Estate at Auction

Date 6.19.25
 Property Name Kimble 2018 Tract 1
 Legal Description 27.654 acres of land out of the G.W.T. & P.R.R. Survey No. 67, Abstract No. 802 in Kimble County, Texas
 PIN portion of tract described Doc. #24-00000060584 Public Records of Kimble Co, TX

Buyer #1 Name

Address
 City, State, Zip
 Phone
 Email

Buyer #2 Name

Address
 Email

High Bid price per acre \$ x 27.654± acres
 Total Purchase Price \$
 Buyer's Premium(5%) \$
 Total Purchase Price \$
 10 % down \$
 10% payable to: Hill Country Titles

Auction Co. Contact:

Ranch & Farm Auctions, LLC
 115 W. Washington St, Suite 900
 Pittsfield, IL 62363
 217.299.0332
 directors@ranchandfarmauctions.com

Broker contact:

Whitetail Properties Real Estate, LLC
 121 S. Madison St
 Pittsfield, IL 62363
 217.285.9000

Closer/Attorney contact:

Hill Country Titles
 114 East Austin Street
 Fredericksburg, Texas 78624
 (830) 997-4315
 kendra@hillcountrytitles.com

By signing below, Buyer acknowledges reading, understanding, and agreeing to be bound by this Contract and its Addenda (the 'Contract'). Buyer acknowledges receipt of the Contract and understands and agrees to his/her digital signature being placed in the 'Buyer' blanks on the attached Contract and understands that the digital signature has full force and effect as Buyer's original signature. Buyer shall receive a fully executed version of this Contract via email address or facsimile number provided at time of registration.

Kimble 2450 LLC

Seller Name

Buyer Signature

Seller Signature

Buyer Signature

Seller Signature

Acceptance Date

x

Closing Date

THE LATTER OF ON OR BEFORE 30 DAYS FROM SELLER ACCEPTANCE OR
 WITHIN 15 DAYS OF ANY FINAL SURVEY RECORDING REQUIRED UNDER
 THE TERMS OF THIS CONTRACT

Survey:

- ☒ that survey cost will be paid by the seller.
☐ that survey cost will be split equally among the buyers for the tracts sold.
☐ Buyer shall pay for survey
☐ No survey required

Final price will be adjusted to the high bid per acre multiplied by the high bid price per acre. If the high bid is a gross dollar amount and not a by the acre bid, then no adjustment will be required.

BUYERS INTIALS

Tract 1

OFFER, ACCEPTANCE AND CLOSING DATE: As the high bidder at an Auction of the Property by Seller, as recorded by the Auctioneer ("Broker"), Buyer made and hereby makes an irrevocable offer ("offer") under the terms herein to purchase the Property being offered and/or described herein. The offer shall be irrevocable by the Buyer for seven (7) business days from the date herein. Seller may accept the offer during this period or thereafter. The Buyer shall be bound by the offer unless and until Broker receives from Buyer a revocation of the offer after the seven (7) business day timeframe and prior to notification to Buyer by Broker of Seller's acceptance of their offer. Revocation notification may be sent to Broker by Buyer via the fax, email or letter sent to the Broker. Buyer and Seller agree that notice of Seller's acceptance may be sent to Buyer by Broker on Seller's behalf, via the fax, phone, email or street address provided by Buyer herein or at Registration and incorporated herein, and shall be effective upon receipt by Broker. Buyer and Seller agree that Closing shall occur at a time and place to be set by the Closer, on or before the Closing Date indicated above.

Buyer and Seller (the "Parties") acknowledge and agree: Auctioneer has encouraged them to seek the advice of legal counsel and that no one on behalf of Auctioneer or Closer has or will offer legal advice to Buyer or Seller; that the Parties negotiated this Contract and it is their intent that any rule of construction that would require this Contract be construed against the drafting party shall not apply; that they have not acted under any duress or compulsions, whether legal, economic, or otherwise; that the provisions of this Contract have been expressly agreed to and were taken into consideration in determining the price offered and accepted; that other provisions notwithstanding, "time-is-of-the-essence" for completion of this Contract; that upon execution by Seller as herein provided, a valid and binding contract of sale shall exist, the terms and conditions of which are as follows:

1. BUYER'S INSPECTION, DISCLOSURES, REPRESENTATIONS AND WARRANTIES: Buyer agrees, acknowledges and warrants without limitation to Seller and Broker, and their agents, affiliates, officers, employees and representatives: that it was Buyer's sole responsibility to inspect the Property prior to bidding to determine the location of structures, easements, improvements, inhabitability, use and encroachments or to determine any other matters relevant to Buyer's decision to Purchase; that the Property is being sold in gross and that any estimates of size or acreage were and are approximations only; that Buyer has had more than ten (10) days before bidding or signing this Contract to make any and all independent inspections of the Property to Buyer's complete and total satisfaction; during this period Buyer was specifically advised by Seller and Broker to seek from independent sources of Buyer's choosing expert advice and/or inspections on all matters affecting the Property or Buyer's decision to purchase including but not limited to a Lead Based Paint Inspection or Risk Assessment, Radon Gas Test, Mold Inspection, Survey, Appraisal, Structural Report, Heat/Air Inspection, EMP Inspection, Roof Inspection, Termite Inspection, Insurance Inspection, Flood Hazard Inspection, Environmental Audit, and Legal Advice; that Buyer understands and agrees that neither Seller nor Broker are required or will make any inspections or repairs of any kind whatsoever to the Property; that Buyer's inspection of the Property (or waiver thereof) has relieved and shall relieve the foregoing of any liability to Buyer and Buyer hereby accepts all liability, as between Buyer and the foregoing, and shall indemnify and hold harmless Seller, Broker, their affiliates, agents, employees, officers, representatives and owners from and against any claims, liabilities, demands, or actions incident to, resulting from or in any way arising out of this transaction, or the possession, ownership, maintenance or use of the Property and that such indemnity shall survive Closing and not be merged therein; that BUYER'S OPPORTUNITY TO INSPECT OR THE WAIVER THEREOF WAS TAKEN FULLY INTO CONSIDERATION IN DETERMINING THE OFFER MADE HEREIN AND REPRESENTS BUYER'S EXPRESS INTENT TO ACCEPT ALL LIABILITY ATTENDANT THERETO AND ACCEPT THE PROPERTY ON AN "AS IS, WHEREIS" BASIS, WITH ANY AND ALL FAULTS.

BUYER ACKNOWLEDGES AND UNDERSTANDS THE FOLLOWING DISCLOSURES: 1) The mineral estate may or may not have been previously severed in whole or in part, and any prior severed mineral estate will not convey upon transfer of the surface estate, unless otherwise disclosed herein; 2) This property may be bound by the assessments and restrictions of a property owners/tenants association and Buyer agrees to be bound by same and to assume any special assessments that may become payable after the Closing date; 3) Property may be subject to code violations within the municipality/city/county and Buyer accepts property in "AS IS" condition with all faults and shall become responsible for any such violations or remediation thereof; 4) Property may be subject to city/county requirements for transfer and Buyer agrees to ascertain such requirements with the city/county or title company and to be responsible for any fee, permit, remediation required therein, to be done after closing; 5) Neither the Seller or Broker make any assertions or guarantees for compliance standards of smoke or CO2 detectors or fire systems to this property and Buyer accepts all responsibility for same, including any required inspections or remediation; and 6) Neither the Seller or Broker make any assertions or guarantees as to the condition or inspection of the Property including but not limited to any septic, sewer, holding tanks, macerators, sump pumps, location of leach lines, or potability of any well that may be located on the property herein including but not limited to obtaining any necessary permits or inspection required by the municipality or any remediation, fees, or terms required by such authority due to dye testing or inspection, to be performed after closing.

BUYER expressly acknowledges being advised by Broker in sales literature and again at or prior to auction registration: that (1) the Buyer would be bound by this Contract, including all Addendums (incorporated by reference are Seller's Addendums and Exhibits, if any; a Property Disclosure or Disclaimer Statement, if any; and leases, contracts and/or warranties and covenants attached in the Exhibits to this Contract); and (2) TO NOT BID IF BUYER HAD NOT READ AND AGREED TO BE BOUND BY THIS CONTRACT AND ITS ADDENDUMS IN THEIR ENTIRETY.

2. SALE AND DEED: Unless otherwise specified above, SELLER shall sell the Property to Buyer and BUYER shall accept same and purchase the Property in its present condition "AS IS, WHERE IS and WITH ALL FAULTS" via a "CASH SALE" NOT SUBJECT TO FINANCING, APPRAISAL, SURVEY OR INSPECTIONS OF ANY KIND. Seller shall convey insurable title by a Deed prepared by or on behalf of Seller, and of a form of Seller's choosing, including but not limited to a Quit Claim, Special Warranty, Bargain and Sale, U.S. Marshal's or Trustee's deed (Buyer shall rely only upon the title policy, if any provided by title insurance as defined in P.4). If a modular, manufactured or mobile home or similar structure exists on the Property which may be considered separate from the real property as assessed or otherwise described, same will only be conveyed by Seller via a hold harmless agreement or quit claim Bill of Sale. The Deed and any Bill of Sale will expressly state the property is being conveyed on an "AS IS" basis and shall include the language as set forth on Exhibit "D".

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3. JOINT ESCROW INSTRUCTIONS, RECEIPT, AND PURCHASE PRICE: The Parties acknowledge Buyer has tendered the Down Payment in the form as directed by Auctioneer or Broker which may be a certified check, cashier's check, money order, business/personal check, and said instrument is made payable to the Escrow Agent or, if permitted by Auctioneer, a wire sent directly to the Escrow Agent. The balance of the Purchase Price, plus the Buyer's Premium (if any), Pre-paid Service Fee (if any), and costs due from Buyer shall be paid by wire, cashier's check or certified check at Closing as directed by Escrow Agent or Closer. Buyer authorizes Escrow Agent to process the check itself, or to process the check electronically through ACH or other carrier. Buyer represents and warrants that Buyer has funds available to cover this check at the time of execution and authorizes an electronic processing in the discretion of Escrow Agent. The Buyer guarantees the Down Payment funds and shall be personally liable in the event the form of Down Payment is not available in immediately available funds, including the cost of bank fees, collection fees, and processing fees. In those instances where the Down Payment was transmitted to the Auctioneer, Auctioneer shall transfer the Down Payment to the Escrow Agent upon receipt of the fully executed Contract. The Down Payment shall be held by Escrow Agent and disbursed to the Closer identified in the Contract for Sale prior to the Closing Date and following clearance of funds by the issuing financial institution. Interest, if any, earned on the Down Payment shall be deemed part of the Down Payment and shall be applied together with the principal portion of the Down Payment to the Purchase Price. Notwithstanding the foregoing or anything to the contrary herein, Buyer and Seller hereby understand and agree that if the transaction contemplated under the Contract for Sale closes on the Closing Date, any interest earned on the Down Payment shall not be deemed a Buyer credit on the Closing statement and credited to the Buyer upon the Closing, but shall upon the Closing, be a Seller credit on the Closing statement and remain the property of Seller. The Parties agree the Down Payment is non-refundable, and, at Seller's request, shall immediately be released to Seller. BUYER UNDERSTANDS AND AGREES IF SELLER HAS PERFORMED SELLER'S OBLIGATIONS UNDER THIS CONTRACT, AND IF AT CLOSING THE BUYER FAILS TO PAY THE BALANCE OF THE PURCHASE PRICE OR TO PERFORM ANY OTHER OBLIGATIONS HEREIN, THE DOWN PAYMENT WILL BE DISBURSED PURSUANT TO SECTION 7 HEREIN. BUYER HEREBY DIRECTS ESCROW AGENT AND CLOSER TO DISBURSE THE DOWN PAYMENT FUNDSPURSUANT TO THE TERMS HEREIN WITHOUT FURTHER INSTRUCTION OR AUTHORIZATION FROM BUYER OR SELLER. If Seller fails to execute this Contract, the Escrow Agent shall return to Buyer and Down Payment tendered by Buyer, such return contingent upon confirmation of the Down Payment having been received as "good funds". Auctioneer is authorized to provide the necessary instruction to Escrow Agent and/or Closer directing the return of Buyer's Down Payment and shall release such monies to Buyer pursuant to this Contract. Buyer agrees to release Seller, Auctioneer, Closer, and Escrow Agent from and against any and all liabilities in connection with this transaction and this Contract. Escrow Agent is acting hereunder without charge as an accommodation to Buyer and Seller, it being understood and agreed that Escrow Agent shall not be liable for any error in judgment or any act done or omitted by it in good faith or pursuant to court order, or for any mistake of fact or law. Escrow Agent shall not incur any liability in acting upon any document or instrument believed thereby to be genuine. Escrow Agent is hereby released and exculpated from all liability hereunder, except only for willful misconduct or gross negligence.

4. TITLE AND COSTS: Buyer shall receive at or before Closing an Owner's Title Insurance Policy (a.k.a. "Title Insurance Commitment" until such policy is issued), which the Parties agree shall be ordered and/or prepared through Closer from an issuer Closer selects, with a face value equal to the Purchase Price herein, issuing insurable title subject to the following "Permitted Title Exceptions": (i) mineral, oil and gas interest (whether owned, severed, or reserved); (ii) all easements, encroachments, overlaps, discrepancies or conflicts in boundary lines, shortage in area, or other matters of record or which could be disclosed by an accurate and complete survey or inspection of the premises; (iii) all restrictions on the use of the Property, whether or not recorded, under existing and future laws, ordinances, and regulations; (iv) subdivision, deed, and plat restrictions of record; (v) current city, state and county ad valorem property and sanitary sewer taxes not yet due and payable; (vi) current leases affecting the Property; (vii) customary exceptions made to the Title Commitment by the Issuer of the Title Commitment; (viii) those easements, restrictions, encumbrances, or mortgages set forth in the preliminary title commitment provided to Buyer prior to auction and/or attached hereto as Exhibit B; and (ix) other easements, restrictions, encumbrances or mortgages specified in this Contract or any exhibit incorporated herein. "Preclusion to title" shall be in the sole discretion of the Closer or Title Examiner and shall mean any issue which would preclude clear title or transfer thereof, including city inspections, occupancy certificates, tax stamps, boundary/title disputes, lost deeds, or payoff statements. No matter shall be construed as a valid objection or preclusion to title under this Contract unless it is a) not a "Permitted Title Exception" above, and b) is construed to be a valid objection or preclusion to title by the title insurance examination attorney chosen by Closer or the policy issuer (such attorney shall be deemed Buyer's attorney for title examination purposes only), and c) is communicated to the Parties prior to Closing. In case of such valid objection or preclusion to title, Seller shall, at Seller's option: have one-hundred and twenty (120) days (the "Cure Period") from the date of the original Closing or such additional time as may be agreed to in writing by the Parties to satisfy such objections and preclusions; or choose to terminate the transaction by returning Buyer's down payment upon which the parties shall incur no further liability to the transaction or each other. If such objections cannot be satisfied within the Cure Period, the Down Payment shall be returned to the Buyer and this Contract shall be of no further force and effect and the parties shall have no liability to one another. The Parties acknowledge and agree the following costs were estimated and disclosed by Broker prior to the Auction or Sale:

SELLER shall pay their Closing fee (or 1/2 of a 'single' Closing Fee), 1/2 Title exam and search fees; 1/2 title insurance premium(s); and all: State deed tax or stamps; the cost of certifying base abstracts (if required); filing fees for releases (if any); bankruptcy search fee (if any); and any other document fees incurred by Seller. Seller shall deliver to Closer at or before Closing the duly executed and acknowledged Deed for delivery to Buyer upon payment of the Purchase Price.

BUYER shall pay their Closing fee (or 1/2 of a 'single' Closing fee), 1/2 Title exam and search fees; 1/2 title insurance premium(s); and all: filing fees for deed and any note/mortgage; plat, survey, inspection or other fees announced or advertised for the Auction; costs of supplemental abstracting (if required); and any and all other Closing costs incurred by Buyer. Buyer shall deliver to Closer at or before Closing, for the benefit of Seller: payment in full of the unpaid portion of the Purchase Price; all such documents as the Closer or Seller shall require prior to or at the Closing to evidence and confirm the power and authority of Buyer to close the transaction contemplated herein; an affidavit waiving inspection and assuming payment of ad valorem and land benefit taxes for the current calendar year and thereafter; and such other documents, instruments and certificates as are contemplated herein to effect and complete the Closing.

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5. TAXES AND PRORATIONS: REAL ESTATE TAXES: ☒

Taxes for the current year, interest, rents, and regular periodic maintenance fees, assessments, and dues (including prepaid items) will be prorated through the Closing Date. The tax proration may be calculated taking into consideration any change in exemptions that will affect the current year's taxes. If taxes for the current year vary from the amount prorated at closing, the parties shall adjust the prorations when tax statements for the current year are available. If taxes are not paid at or prior to closing, Buyer shall pay taxes for the current year. Rentals which are unknown at time of closing will be prorated between Buyer and Seller when they become known.

If this sale or Buyer's use of the Property after closing results in the assessment of additional taxes, penalties or interest (Assessments) for periods prior to closing, the Assessments will be the obligation of Buyer. If Assessments are imposed because of Seller's use or change in use of the Property prior to closing, the Assessments will be the obligation of Seller. Obligations imposed by this paragraph will survive closing.

6. CLOSING AND TRANSFER: If the Closer or title issuer selected by Closer determines there are valid objections or preclusions to title as defined herein, the Closing shall be extended for the time permitted to allow Seller to cure same, as provided in Section 4 above. Upon notice from Seller or Broker that such objections have been satisfied, the Closer shall fix a date and time for Closing within two (2) business days. If Buyer requests an extension of the Closing, Seller shall have the sole right to grant Buyer an extension of Closing, for which Buyer shall pay Seller in advance a per diem fee equal to \$150 or 5/100 of a percent of the total sales price herein (.0005 x Sales Price), whichever is greater. Until Closing, risk of loss to the Property, ordinary wear and tear excepted, shall be borne by Seller; after Closing such risk shall be borne by Buyer. BUYER SHALL NOT BE GRANTED POSSESSION OR USE OF THE PROPERTY IN ANY MANNER WHATSOEVER UNTIL CLOSING.

6.1. LEASES: All Leases, if any, on the Property and the amendments thereto and Lease guarantees, if any, described on Exhibit C are now and at the Closing will be in full force and effect; have not been modified or amended other than as set forth on Exhibit C; that to the best of Seller's knowledge, Seller is not in default in its obligations as landlord, and that true copies of such Leases have been delivered by Seller to Purchaser; no tenant has any right to cancel or terminate its lease as a result of this transaction or by reason of any existing facts known to Seller; no tenant has any right to extend or renew its lease except as indicated in the leases; no tenant is entitled to any concession, rebate, or refund; except as indicated in the leases; none of the Leases have been assigned, pledged, or encumbered except to the holder of the Mortgage, and no claims or litigation exist with regard to any of the Leases;

6.2. CONTRACTS: Subject to the terms and provisions of the Agreements described on Exhibit D, there will be no other Agreements for services or maintenance or repairs of the Property; If the property has current tenants utilizing HUD Section 8 assistance, Buyer is responsible for transfer and compliance with the Section 8 requirements or eviction process if desired and Buyer is responsible for any Housing Quality Standard Inspections and/or remediation required if Buyer intends to continue the program.

6.3. DOCUMENTS DELIVERED BY SELLER AT CLOSING: Seller covenants and agrees to deliver to Buyer at Closing the following instruments, properly executed and acknowledged:

- (A) A Deed as outlined in Section 2 properly executed and acknowledged in proper form for recording to convey to Purchaser good and indefeasible fee simple title in and to the Real Property and Improvements, subject only to the Permitted Encumbrances;
- (B) A Bill of Sale or Assignment conveying to Purchaser good and indefeasible title in and to the Personal Property, if any, included in the transaction;
- (C) An affidavit regarding Seller's identity for the purposes of Section 1445 of the Internal Revenue Code, if required by closer;
- (D) Evidence satisfactory to the Title Company that the person or persons executing the documents at the Closing on behalf of Seller has the full right, power, and authority to do so;
- (E) An assignment, in recordable form, of all Leases affecting the Property, together with all original executed Leases;
- (F) A copy of the any working plans and or specifications for the property, which Seller shall use its best efforts to obtain prior to the Closing;
- (G) An Assignment of its interest in all Contract, Warranties and Guarantees regarding the Property, if any; and
- (H) Such other instruments as are necessary to effectuate the conveyance of the Property to Purchaser.

6.4. SELLER'S OBLIGATIONS: During the period between the date hereof and the Closing, Seller shall:

- (A) Keep the property in normal repair and condition, including making necessary repairs and replacements;
- (B) Comply with the terms, conditions, and provision of leases and other contractual arrangements relating to the Property;
- (C) Without approval of Buyer, neither negotiate nor enter into any new contract or modify any existing contract affecting the future use or operation of the Property which cannot be terminated or amended, without charge or penalty, on or before Closing;

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- (D) Operate, manage, and maintain the Property in the usual and customary manner for similar property;
- (E) Not, without Buyer's prior written consent, enter into, amend, or terminate any Lease.

6.5 Tax Free Exchange Cooperation: In the event Buyer or Seller intend on utilizing tax exchange arrangements in this transaction, this Contract for Sale is executed in contemplation of, and with the full knowledge of the intent of the Seller and Buyer hereunder to proceed with like kind exchanges pursuant to Section 1031 of the Internal Revenue Code, and the parties hereunto agree to cooperate and utilize their best efforts in order to facilitate the exchange transactions, including, but not limited to, executing documents for the purpose of consummating the exchange transactions. Buyer agrees to cooperate in a Section 1031 Exchange by Seller at no cost or liability to Buyer, including without limitation, the assignment of Seller's rights, but not Seller's obligations, under this Contract on or before Closing to Seller's qualified exchange intermediary. Seller agrees to cooperate in a Section 1031 Exchange by Buyer at no cost or liability to Seller, including without limitation, the assignment of Buyer's rights, but not Buyer's obligations, under this Contract on or before Closing to Buyer's qualified exchange intermediary. Seller further acknowledges and agrees that, at Buyer's request, Buyer's deposit funds may be refunded to Buyer by Seller and replaced with an equal amount of funds from Buyer's qualified exchange intermediary at any time after assignment of this contract to such qualified exchange intermediary.

7. BREACH OR FAILURE TO CLOSE: The parties agree that If SELLER has performed Seller's obligations under this Contract, and if at the Closing the Buyer fails to pay the balance of the Purchase Price or to perform any other obligations under this Contract, then Seller may, at Seller's option, either a) unilaterally cancel and terminate Buyer's right to purchase the Property, including all legal and equitable interest, if any, Buyer may have regarding the Property and retain all sums previously paid on the Purchase Price as liquidated damages, or b) elect to recover from Buyer the actual damages incurred by Seller, including loss of the balance of the Purchase Price, costs of resale, attorney's fees, and such other incidental damages as may be lawfully recovered.

8. LIMITATION OF REMEDIES: Buyer agrees that in no event shall Broker or Closer be liable to Buyer for punitive, speculative or consequential damages. The Parties agree that neither shall make a claim for any breach of this contract, for rescission or revocation of acceptance, or for any warranty, misrepresentation, mistake or tort unless such Party first notifies the other Parties in writing of the basis, nature and amount of such Party's claim within one-hundred and eighty (180) days after the date of this Contract, or if Closing occurs, within thirty (30) days after the Closing Date, whichever is earlier; and that any and all claims after such period shall be void as between the Parties. Any request for Arbitration by any Party must be filed within one (1) year after the date of this Contract, and shall be limited to the remedies previously described herein, or if the sale has already closed, Buyer agrees its sole and exclusive remedy, at law or in equity, against Broker or Closer, shall be limited to liquidated damages not to exceed 1% of the Purchase Price herein. The Parties expressly stipulate and agree that it is difficult or impossible to accurately ascertain the amount of damages that might be suffered by Buyer due to any act or omission of Broker or Closer and that the amount of 1% of the Purchase Price is a reasonable estimate of the amount of such damages to Buyer.

9. ARBITRATION: The Parties agree that any controversy or claim arising out of or relating to the sale or this Contract or the breach thereof shall be settled by binding arbitration administered by the American Arbitration Association (AAA) under its Commercial Arbitration Rules, and judgment on the award rendered may be entered in any court having jurisdiction thereof. Claims may include but are not limited to allegations of breach of contract, concealment, misrepresentation, negligence and/or fraud. Upon submission of a dispute to the AAA, the Parties agree to be bound by the rules of procedure and decision of the AAA. In the event any Party invokes Arbitration with respect to this Contract or any part of this transaction, including by or against Broker, the prevailing Party shall be entitled to an award of reasonable attorney's fees. **THE PARTIES UNDERSTAND THAT BY ENTERING INTO THIS AGREEMENT THEY ARE GIVING UP THEIR CONSTITUTIONAL RIGHT TO HAVE CLAIMS DECIDED IN A COURT OF LAW BEFORE A JURY AND INSTEAD ARE ACCEPTING THE USE OF BINDING ARBITRATION.**

10. SELLER AND BROKER DISCLAIMER: Buyer acknowledges and agrees that Seller, Broker, their affiliates, agents, employees, officers, representatives or owners have not made, do not make and specifically negate and disclaim any representations, warranties, promises, covenants, agreements or guaranties or any kind or character whatsoever, whether express or implied, oral or written, past, present, or future of, as to, concerning or with respect to (a) the value, nature, quality or condition of the Property, including, without limitation, the water, soil, or geology, (b) the income to be derived from the Property, (c) the suitability of the Property for any and all activities and uses which Buyer may conduct thereon, (d) the compliance of or by the Property or its operation with any laws, rules, ordinances or regulations of any applicable governmental authority or body, (e) the habitability, merchantability, marketability, profitability or fitness for a particular use or purpose of the Property, (f) the manner or quality of the construction or materials, if any, incorporated into the Property, (g) the manner, quality, state of repair or lack of repair of the Property, or (h) any other matter with respect to the Property, and specifically, that the foregoing persons and entities have not made, do not make and specifically disclaim any representation regarding compliance with any environmental protection, pollution or land use laws, rules, regulation, orders or requirements, including the disposal or existence, in or on the Property, of any hazardous materials; that Buyer has not relied upon representations, warranties, guarantees or promises or upon any statements made or any information provided concerning the property including but not limited to ads, brochures, website materials, signs, maps and sale day comments and instead has determined to make Buyer's bid after having made and relied solely on Buyer's own independent investigation, inspection, analysis, and evaluation of the Property and the facts and circumstances related thereto; and that no warranty has arisen through trade, custom or course of dealing with Buyer. **ANY INSPECTIONS, REPORTS, PROPERTY INFORMATION OR SURVEYS MADE AVAILABLE TO BUYER PRIOR TO OR AT THE SALE WERE FOR 'GENERAL INFORMATIONAL PURPOSES' ONLY AND ARE NOT, AND WILL NOT, BE RELIED UPON AS A REPRESENTATION OR WARRANTY OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED.**

11. INDEMNIFICATION OF BROKER AND CLOSER: Seller and Buyer jointly and severally agree to indemnify and hold Closer and Broker harmless against any and all losses, claims, damages or liabilities and expenses not resulting from Broker or Closer's bad faith or gross

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negligence, including costs of investigation, attorney fees, and disbursements, which may be imposed upon or incurred by Broker or Closer hereunder relative to the performance of their duties related to the Parties or the Property, including without limitation any litigation arising from or in respect of this Contract or the transactions contemplated hereby. Closer and Broker shall not be liable for any error of judgment or for any act done or omitted by them in good faith. Closer and Broker are authorized to act on any document believed by them in good faith to be executed by the proper party or parties and will incur no liability in so acting. Closer and Broker are in all respects and for all purposes third party beneficiaries of this Contract to the extent that this Contract would entitle them to rights or benefits if they were signatory parties hereto, and each of them is entitled to enforce such rights and benefits, as herein provided, to the same extent they would be entitled if they were such signatory parties.

12. INTERPRETATION AND EFFECT OF THIS CONTRACT: The Parties agree this Contract shall be binding upon and inure to the benefit of their heirs, legal representatives and successors; sets forth their understanding and supersedes all previous negotiations, representations and agreements between them and their agents; can only be amended or modified by a written agreement signed by both Parties; no amendment affecting Broker or Closer may be made in the absence of the prior written consent of the affected person; if any provision of this Contract is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable and this Contract shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part of this Contract and the remaining provisions of this Contract shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Contract; and furthermore, in lieu of such illegal, invalid or unenforceable provision, there shall be added automatically as a part of this Contract a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid or enforceable.

13. AGENCY DISCLOSURE: The Parties expressly agree and acknowledge that BROKER REPRESENTS SELLER ONLY, as previously disclosed to both Parties at first contact; that the identity of Broker's principal, the Seller, was available to the Buyer at all times prior to the auction; that both Parties shall indemnify and hold the other and Broker (unless previously approved in writing by Broker) harmless from any claim for a commission or other compensation of any broker or agent other than Broker purporting to have represented or assisted them.

14. LEAD-BASED PAINT AND/OR LEAD-BASED PAINT (for Pre-1978 housing only) AND OTHER HAZARDS DISCLOSURES:

Lead Warning Statement Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Disclosure As evidenced by Seller's signature herein Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing and has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Buyer's Acknowledgment As evidenced by Buyer's signature herein Buyer has received copies of all information listed above, including the Exhibits attached, and has received a 10-day opportunity prior to the auction to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards, or other property specific issues and/or has waived the opportunity to conduct a risk assessment or such inspections.

Agent's Acknowledgment As evidenced by Broker's name hereon Broker (Agent) has informed the seller of seller's obligations under 42 U.S.C. 4852d (lead based paint) and is aware of its responsibility to ensure compliance.

Mold Statement There are many types of mold. Inhabitable properties are not, and cannot be, constructed to exclude mold. Information about controlling mold growth may be available from your county extension agent or health department. Certain strains of mold may cause damage to property and may adversely affect the health of susceptible persons, including allergic reactions that may include skin, eye, nose, and throat irritation. The seller, seller's agent, and Auctioneer cannot and does not represent or warrant the absence of mold. It is the buyer's obligation to determine whether a mold problem is present and to remediate such.

Certification of Accuracy The Parties have reviewed the information above and hereby certify as evidenced by their signatures herein on the date herein that to the best of their knowledge the information they have provided is true and accurate.

ABSTRACT OR TITLE POLICY: Broker advises Buyer to have an abstract of title covering the Property examined by an attorney of Buyer's selection, or Buyer should be furnished with or obtain a Title Policy. If a Title Policy is furnished, the Commitment should be promptly reviewed by an attorney of Buyer's choice due to the time limitations on Buyer's right to object.

STATUTORY TAX DISTRICTS: If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, Chapter 49, Texas Water Code, requires Seller to deliver and Buyer to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fee of the district prior to final execution of this contract.

TIDE WATERS: If the Property abuts the tidally influenced waters of the state, §33.135, Texas Natural Resources Code, requires a notice regarding coastal area property to be included in the contract. An addendum containing the notice promulgated by TREC or required by the

BUYERS INITIALS _____

Tract 1
parties must be used.

ANNEXATION: If the Property is located outside the limits of a municipality, Seller notifies Buyer under §5.011, Texas Property Code, that the Property may now or later be included in the extraterritorial jurisdiction of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and extraterritorial jurisdiction. To determine if the Property is located within a municipality's extraterritorial jurisdiction or is likely to be located within a municipality's extraterritorial jurisdiction, contact all municipalities located in the general proximity of the Property for further information.

IF PROPERTY LOCATED IN A CERTIFICATED SERVICE AREA OF A UTILITY SERVICE

PROVIDER: Notice required by §13.257, Water Code: The property, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you will be required to pay and the period, if any, that is required to provide water or sewer service to your property. The undersigned Buyer hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property described or at closing of purchase of the real property.

PUBLIC IMPROVEMENT DISTRICTS: If the Property is in a public improvement district, Seller must give Buyer written notice as required by §5.014, Property Code.

TRANSFER FEES: If the Property is subject to a private transfer fee obligation, §5.205, Property Code, requires Seller to notify Buyer as follows: The private transfer fee obligation may be governed by Chapter 5, Subchapter G of the Texas Property Code.

PROPANE GAS SYSTEM SERVICE AREA: If the Property is located in a propane gas system service area owned by a distribution system retailer, Seller must give Buyer written notice as required by §141.010, Texas Utilities Code.

NOTICE OF WATER LEVEL FLUCTUATIONS: If the Property adjoins an impoundment of water, including a reservoir or lake, constructed and maintained under Chapter 11, Water Code, that has a storage capacity of at least 5,000 acre-feet at the impoundment's normal operating level, Seller hereby notifies Buyer: "The water level of the impoundment of water adjoining the Property fluctuates for various reasons, including as a result of: (1) an entity lawfully exercising its right to use the water stored in the impoundment; or (2) drought or flood conditions."

NOTICE Institutional and Fiduciary Sellers (courts, government agencies, banks and trustees) have not occupied the property and have NO information to provide for disclosure. Properties are sold 'As Is – Where Is' and should be fully inspected prior to bidding on. SELLER AND BROKER AND/OR AUCTION COMPANY HAVE NO KNOWLEDGE OF THE SUBJECT PROPERTY OR ITS FIXTURES OR CONDITION AND ARE NOT RESPONSIBLE FOR SUCH.

AGENCY: Listing Licensee(s), Joey Bellington is functioning as a Designated Seller's Agent

BUYERS INTIALS _____

**EXHIBIT A
(LEGAL DESCRIPTION)**

TRACT 1

LEGAL DESCRIPTION: Being 27.654 acres of land out of the G. W. T. & P. R. R. Survey No. 67, Abstract No. 802 in Kimble County, Texas and being a portion of that certain 2451.031 acre tract described Doc. #24-00000060584 of the Official Public Records of said Kimble County, Texas; Said 27.654 acre tract being more particularly described as follows and as surveyed under the supervision of Cross Texas Land Services Inc in February and August 2024 and January & May 2025:

BEGINNING at a 2" pipe fence corner post found for the common corner of the L. Beauchamp Survey No. 46, Abstract No. 1732, the C. S. D. & R. N. G. RR Co. Survey No. 67, Abstract No. 95, the J. D. Pepper Survey No. 68, Abstract No. 1094 and said Survey No. 67 and the northeast corner of said 2451.031 acre tract and the northeast corner hereof;

THENCE South 00°39'38" East a distance of 1639.73 feet along the common line of said Survey No. 68 and said Survey No. 67, the common line of the W. McWilliams Survey No. 1, Abstract No. 1946 and the east line of said 2451.031 acre tract to a ½" iron rod with cap set for the northeast corner of a 102.010 acre tract surveyed by Cross Texas Land Services Inc and the south corner hereof;

THENCE crossing said 2451.031 acre tract and along the northeast line of said 102.010 acre tract, the following courses:

1. North 29°47'49" West a distance of 54.53 feet to a ½" iron rod with cap set;
2. North 28°05'00" West a distance of 39.02 feet to a ½" iron rod with cap set;
3. North 17°24'56" West a distance of 31.18 feet to a ½" iron rod with cap set;
4. North 43°44'02" West a distance of 566.00 feet to a ½" iron rod with cap set;
5. North 40°36'53" West a distance of 394.74 feet to a ½" iron rod with cap set;
6. North 52°08'39" West a distance of 485.06 feet to a ½" iron rod with cap set;
7. North 25°47'20" West, at a distance of 254.56 feet pass a ½" iron rod with cap set in the south line of that certain 60 foot wide access easement known as Oak Hills Drive described in Doc. #24-00000061561 of said Official Public Records, in all a total distance of 292.13 feet to a point in the centerline of said Oak Hills Drive;
8. Continuing along said centerline, North 78°45'42" West a distance of 48.04 feet to a point;
9. North 79°17'51" West a distance of 133.06 feet to a point;
10. North 75°54'43" West a distance of 60.02 feet to a point;
11. North 67°38'12" West a distance of 33.14 feet to a point;
12. North 67°09'51" West a distance of 55.37 feet to a point;
13. North 75°17'49" West a distance of 49.84 feet to a point;
14. North 78°30'36" West a distance of 66.99 feet to a point;
15. North 00°35'28" West, at a distance of 30.71 feet pass a ½" iron rod with cap set in the north line of said Oak Hills Drive, in all a total distance of 112.57 feet to a ½" iron rod with cap set in the common line of said Survey No. 46 and said Survey No. 67 and the north line of said 2451.031 acre tract for a corner of said 102.010 acre tract and the northwest corner hereof;

THENCE North 88°40'53" East a distance of 1627.43 feet along the common line of said Survey No. 46 and said Survey No. 67 and the north line of said 2451.031 acre tract to the **POINT OF BEGINNING** containing 27.654 acres more or less, and as shown hereon.

Note: Bearings, distances and acreage shown hereon are NAD 83, Texas Central Zone and are derived from GPS techniques. Iron Rod set are 1/2 inch rod with plastic caps marked "CTL5".

Legal on deed to govern

BUYERS INTIALS _____

EXHIBIT B
(TITLE OPINION)

To be provided prior to closing

DRAFT

BUYERS INTIALS _____

EXHIBIT C
(LEASES, RENTS, TENANCY)

POSSESSION: Immediate possession

TENANCY: No tenancy

CROPS AND EXPENSES

Check all that apply:

No crops

GOVERNMENT AGRICULTURAL PROGRAM PAYMENTS

~~Buyer will assume any and all federal and state contracts (the "Contracts(s)") related to participation in the Conservation Reserve Program ("CRP"), Wetlands Reserve Program ("WRP"), or similar state or federal program, which provides payments to the landowner for taking farmland out of production for conservation and related purposes. Buyer agrees to assume or renew each of said Contracts, as required by the controlling governmental agency promptly upon closing, and will provide copies thereof to Seller, if requested. Buyer is solely responsible for, and will indemnify Seller, Seller's lessees and agents from, all fines, penalties, contract payment forfeitures, and other costs and expenses resulting from Buyer's failure to timely assume, renew, or comply with the terms of, said Contracts.~~

~~Seller assigns all right, title, and interest in the Contracts for said real estate to Buyer. Seller will receive a portion of the current year Contract payment(s) prorated to the date the deed is recorded OR prorated to the following date: _____. By acceptance hereof, Buyer, their successors and assigns assume all obligations for compliance with the terms of said Contract(s).~~

Mineral Rights: Check boxes that apply

☐ The Buyer will receive and Seller will convey all of Seller's water, oil, gas, coal and other mineral rights not conveyed of record, and shall execute an appropriate assignment of any existing lease or contracts related to those rights.

☐ Buyer to receive _____% of Seller's water, oil, gas, coal and other mineral rights.

☒ The mineral estate has been severed and no mineral rights shall transfer

BUYERS INTIALS _____

**EXHIBIT D (DISCLOSURES and "AS IS"
PROVISION)**

Sale is Subject to the following documents to be attached as Exhibits:

- 1. DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**
- 2. DECLARATION OF ROAD MAINTENANCE AGREEMENT AND ROADWAY EASEMENT**
- 3. The Seller makes the following disclosures:**

(a) Seller is not aware of any flooding of the Property which has had a material adverse effect on the use of the Property.

(b) Seller is not aware of any pending or threatened litigation, condemnation, or special assessment affecting the Property.

(d) Seller is not aware of any environmental hazards that materially and adversely affect the Property.

(e) Seller is not aware of any dumpsite, landfill, or underground tanks or containers now or previously located on the Property, except as set forth below.

(f) Seller is not aware of any wetlands, as defined by federal or state law or regulation, affecting the Property.

(g) Seller is not aware of any threatened or endangered species or their habitat affecting the Property.

(h) Seller is not aware that the Property is located either wholly or partly in a floodplain.

(i) Seller is not aware that a tree or trees located on the Property has oak wilt.

(j) Supplemental information to item (d) above: There is an on-site septic facility ("OSSF") located on the Property. The Seller has no information as to the location, age, installer, type of distribution or treatment system, maintenance records, planning materials or permits. Seller makes no representations or warranties, and specifically disclaims any and all warranties relating to the OSSF. Buyer takes the Property and the OSSF at its own risk. This provision shall survive Closing.

- 4. As-Is Provision.** The Property shall be conveyed "AS IS". The following text shall be included in the warranty deed at Closing, with the appropriate grammatical changes:

(a) **DISCLAIMER OF REPRESENTATIONS AND WARRANTIES BY SELLER.** NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, IT IS UNDERSTOOD AND AGREED THAT SELLER, SELLER'S EMPLOYEE(S), SELLER'S AGENT(S), AND SELLER'S REPRESENTATIVE(S) (COLLECTIVELY, THE "SELLER PARTIES") HAVE NOT MADE AND IS NOT NOW MAKING, AND SELLER SPECIFICALLY DISCLAIMS AND BUYER WAIVES, ANY WARRANTIES, REPRESENTATIONS, OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, EXPRESS OR IMPLIED, KNOWN OR UNKNOWN, 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 (OTHER THAN SELLER'S WARRANTY OF TITLE SET FORTH IN THE WARRANTY DEED TO BE DELIVERED AT CLOSING); (II) THE NATURE, QUALITY, OR CONDITION OF THE PROPERTY; (III) ENVIRONMENTAL MATTERS RELATING TO THE PROPERTY OR ANY PORTION THEREOF; (IV) 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; (V) 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 AREA, FLOOD PLAIN, FLOODWAY OR SPECIAL FLOOD HAZARD; (VI) DRAINAGE; (VII) 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 UNDERSHORE; (VIII) ZONING TO WHICH THE PROPERTY OR ANY PORTION THEREOF MAY BE SUBJECT; (IX) THE AVAILABILITY OF ANY UTILITIES TO THE PROPERTY OR ANY PORTION THEREOF, INCLUDING, WITHOUT LIMITATION, WATER, SEWAGE, GAS AND ELECTRIC; (X) USAGES OF ADJOINING PROPERTY; (XI) ACCESS TO THE PROPERTY OR ANY PORTION THEREOF; (XII) THE VALUE, OR COMPLIANCE WITH ANY PLANS AND SPECIFICATIONS, SIZE, LOCATION, AGE, USE, DESIGN, QUALITY, DESCRIPTION, SUITABILITY, STRUCTURAL INTEGRITY, OPERATION, TITLE TO, OR PHYSICAL OR FINANCIAL CONDITION OF THE PROPERTY OR ANY PORTION THEREOF, OR ANY INCOME, EXPENSES, CHARGES, LIENS, ENCUMBRANCES, RIGHTS, LICENSES, RESERVATIONS, CONDITIONS, OR CLAIMS ON OR AFFECTING OR PERTAINING TO THE PROPERTY OR ANY PART THEREOF; (XIII) THE PRESENCE OF HAZARDOUS SUBSTANCES IN, ON, UNDER, OR IN THE VICINITY OF THE PROPERTY; (XIV) THE CONDITION OR USE OF THE PROPERTY OR COMPLIANCE OF THE PROPERTY WITH ANY OR ALL PAST, PRESENT OR FUTURE FEDERAL, STATE OR LOCAL ORDINANCES, RULES, REGULATIONS, OR LAWS, BUILDING FIRE OR ZONING ORDINANCES, CODES OR OTHER SIMILAR LAWS; (XV) THE EXISTENCE OR NON-EXISTENCE OF ASBESTOS, UNDERGROUND OR ABOVE-THE-GROUND STORAGE TANKS, OR ANY ENVIRONMENTAL CONDITION; (XVI) ANY OTHER MATTER AFFECTING THE STABILITY OR INTEGRITY OF THE PROPERTY; (XVII) THE POTENTIAL FOR FURTHER DEVELOPMENT OF THE PROPERTY; (XVIII) THE EXISTENCE OF VESTED LAND USE, ZONING OR BUILDING ENTITLEMENTS AFFECTING THE PROPERTY; (XIX) THE MERCHANTABILITY OF THE PROPERTY OR FITNESS OF THE PROPERTY FOR ANY PARTICULAR PURPOSE (BUYER AFFIRMING THAT BUYER HAS NOT RELIED

BUYERS INITIALS _____

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); (XX) ANY TAX CONSEQUENCES RELATING TO THE OWNERSHIP OF THE PROPERTY (INCLUDING, BUT NOT LIMITED TO, THE AMOUNT, USE OR PROVISIONS RELATING TO ANY TAX CREDITS); (XXI) THE PROPERTY'S INVESTMENT POTENTIAL OR RESALE AT ANY FUTURE DATE, AT A PROFIT OR OTHERWISE; OR (XXII) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY (INCLUDING, BUT NOT LIMITED TO, REPRESENTATIONS REGARDING TERMITES OR MATERIALS OF ENVIRONMENTAL CONCERN).

(b) SALE "AS IS". BUYER HAS NOT RELIED UPON AND WILL NOT RELY UPON, EITHER DIRECTLY OR INDIRECTLY, ANY REPRESENTATION OR WARRANTY OF SELLER OR ANY OF ITS AGENTS AND ACKNOWLEDGES THAT NO SUCH REPRESENTATIONS HAVE BEEN MADE. BUYER REPRESENTS THAT IT IS A KNOWLEDGEABLE, EXPERIENCED AND SOPHISTICATED ACQUIRER OF REAL ESTATE AND THAT IT IS RELYING SOLELY ON ITS OWN EXPERTISE AND THAT OF BUYER'S CONSULTANTS AND AGENTS IN ACQUIRING THE PROPERTY. BUYER REPRESENTS TO SELLER THAT BUYER WILL CONDUCT SUCH INSPECTIONS AND INVESTIGATIONS OF THE PROPERTY AS BUYER DEEMS NECESSARY OR DESIRABLE TO SATISFY ITSELF AS TO THE CONDITION OF THE PROPERTY AND THE EXISTENCE OR NONEXISTENCE OR CURATIVE ACTION TO BE TAKEN WITH RESPECT TO ANY PHYSICAL OR ENVIRONMENTAL CONDITIONS ON, AT, UNDER, EMANATING FROM, OR MIGRATING ONTO THE PROPERTY, AND BUYER SHALL RELY UPON SAME AND NOT UPON ANY INFORMATION PROVIDED BY OR ON BEHALF OF SELLER OR ITS AGENTS WITH RESPECT THERETO. UPON CLOSING, BUYER SHALL ASSUME THE RISK THAT ADVERSE MATTERS, INCLUDING, BUT NOT LIMITED TO, CONSTRUCTION DEFECTS AND ADVERSE PHYSICAL AND ENVIRONMENTAL CONDITIONS, MAY NOT HAVE BEEN REVEALED BY BUYER'S INSPECTIONS AND INVESTIGATIONS AND BUYER HEREBY WAIVES ANY CLAIM BUYER MAY HAVE, NOW OR IN THE FUTURE, IN CONNECTION WITH ANY SUCH ADVERSE MATTERS, INCLUDING, WITHOUT LIMITATION, ANY RIGHT OF CONTRIBUTION. BUYER ACKNOWLEDGES AND AGREES THAT UPON CLOSING, SELLER SHALL SELL AND CONVEY TO BUYER AND BUYER SHALL ACCEPT THE PROPERTY "AS IS, WHERE IS", WITH ALL FAULTS. BUYER FURTHER ACKNOWLEDGES AND AGREES THAT THERE ARE NO ORAL AGREEMENTS, WARRANTIES OR REPRESENTATIONS, COLLATERAL TO OR AFFECTING THE PROPERTY BY SELLER, ANY AGENT OF SELLER OR ANY THIRD PARTY. THE TERMS AND CONDITIONS OF THIS PARAGRAPH SHALL EXPRESSLY SURVIVE THE CLOSING, NOT MERGE WITH THE PROVISIONS OF ANY CLOSING DOCUMENTS AND SHALL BE INCORPORATED INTO THE WARRANTY DEED. SELLER IS NOT LIABLE OR BOUND IN ANY MANNER BY ANY ORAL OR WRITTEN STATEMENTS, REPRESENTATIONS, OR INFORMATION PERTAINING TO THE PROPERTY FURNISHED BY ANY REAL ESTATE BROKER, AGENT, EMPLOYEE, SERVANT, OR OTHER PERSON, UNLESS THE SAME ARE SPECIFICALLY SET FORTH OR REFERRED TO HEREIN. BUYER ACKNOWLEDGES THAT THE SALES PRICE REFLECTS THE "AS IS" NATURE OF THIS SALE AND ANY FAULTS, LIABILITIES, DEFECTS OR OTHER ADVERSE MATTERS THAT MAY BE ASSOCIATED WITH THE PROPERTY. BUYER HAS FULLY REVIEWED THE DISCLAIMERS, ASSUMPTIONS AND WAIVERS SET FORTH IN THIS CONTRACT WITH ITS COUNSEL AND UNDERSTANDS THE SIGNIFICANCE AND EFFECT THEREOF. BUYER FURTHER ACKNOWLEDGES AND AGREES THAT THE PROVISIONS OF THIS PARAGRAPH AND IN PARTICULAR THIS PARAGRAPH (b) ARE AN INTEGRAL PART OF THIS CONTRACT AND THAT SELLER WOULD NOT HAVE AGREED TO SELL THE PROPERTY TO BUYER FOR THE SALES PRICE WITHOUT SUCH PROVISIONS.

BUYERS INTIALS _____

Criminals are targeting e-mail and social media to steal information. This is particularly common in real estate transactions because sensitive data, including social security numbers, bank account numbers, and wire instructions are often sent by electronic means.

These criminals could:

- HACK INTO YOUR E-MAIL ACCOUNT or the e-mail of others involved in your real estate transaction and may direct you to wire money to the hacker's account.
- SEND FRAUDULENT E-MAILS that appear to be from your real estate licensee, lender, or closing agent.
- CALL OR EMAIL YOU claiming they have revised wiring instructions.

PROTECT YOURSELF:

DO NOT TRUST EMAILS CONTAINING WIRE INSTRUCTIONS

- Never wire funds without calling to confirm the wiring instructions directly with the intended recipient.
- Be especially aware of any request to change any of the original wiring/money transfer information, change in the person you have been working with on the transaction, or a subtle difference in their behavior, speech, or grammar. These are some signs of a potential scam.

DO NOT TRUST EMAILS SEEKING PERSONAL/FINANCIAL INFORMATION

- If you receive an email requesting personal/financial information or asking you to download, click on a link, send, and/or do anything that may seem unusual to you, call your escrow officer immediately prior to acting on the suspicious email to verify the validity of the email.

MAKE SURE YOU CAN TRUST YOUR SOURCE OF INFORMATION

- Never direct, accept or allow anyone in the transaction to consent to receiving transfer instructions without a direct personal telephone call to the individual allegedly providing the instructions.
- It is imperative that this call be made to a number obtained in person from the individual or through other reliable means, not from a number provided in the email or the wiring.

ONLINE RESOURCES:

The Federal Bureau of Investigation www.fbi.gov/scams-and-safety
The Internet Crime Complaint Center www.ic3.gov
The National White Collar Crime Center www.nw3c.org
On Guard Online www.onguardonline.gov

NEVER ACCEPT WIRING INSTRUCTIONS FROM YOUR AGENT OR BROKER

The undersigned acknowledges receipt of this wire fraud alert and understands the importance of taking proactive measures to avoid being a victim of wire fraud in a real estate transaction.

Client or Customer Date

Client or Customer Date

BUYERS INITIALS _____