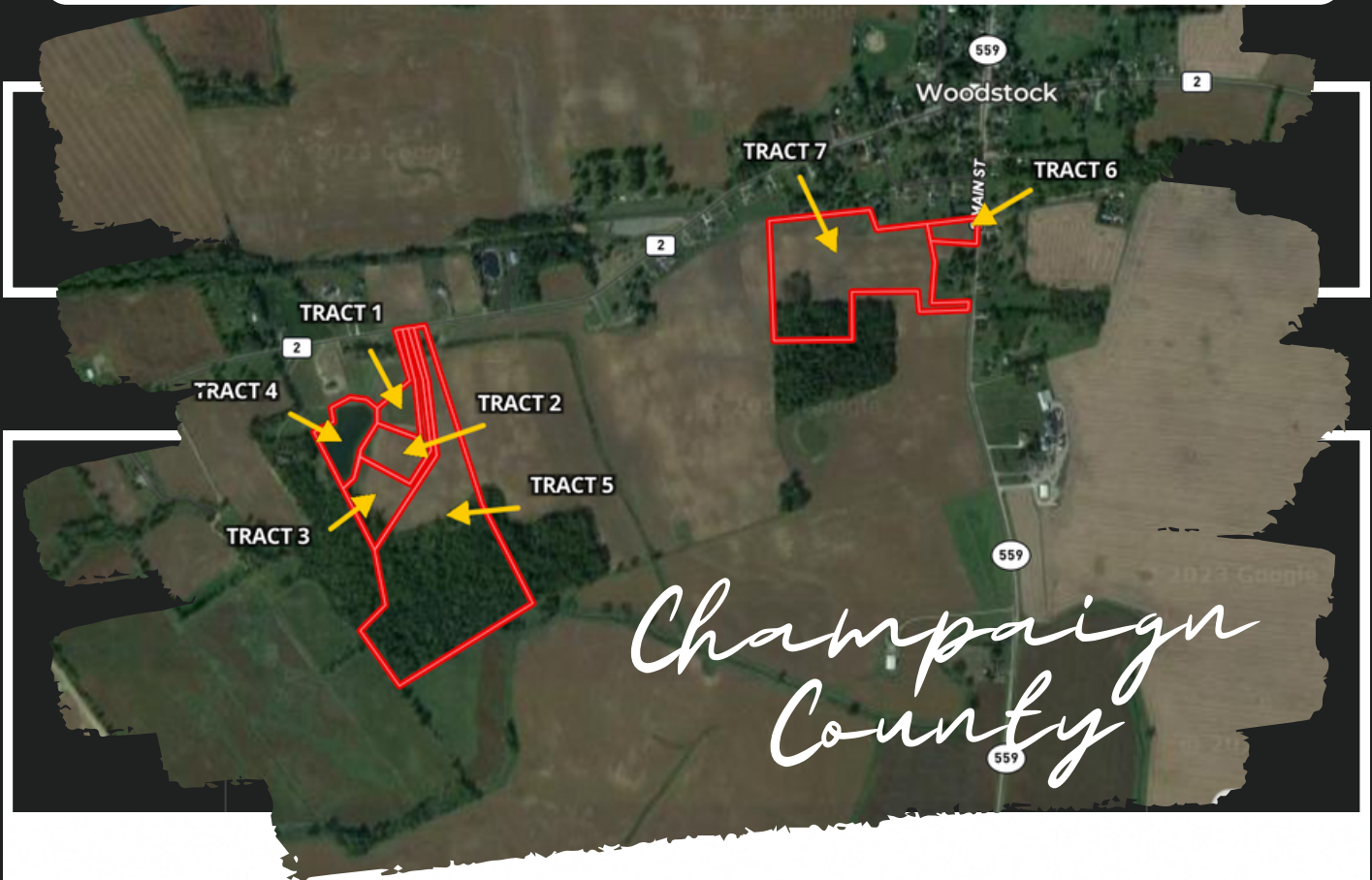


BUILDING LOTS & RECREATIONAL LAND AUCTION

57.955 TOTAL ACRES, BUILDING LOTS, RECREATIONAL LAND AND FARMLAND



REAL ESTATE & LAND COMPANY

BIDDER PACKET

www.dyerealestate.com



DEVIN DYE
419-303-5891
MATTHEW BOWERS
567-204-7462



Auction Terms and Conditions

Sales Method: The property will be offered in 7 tracts, individually and then in combination. There will be opening bidding on the individual tracts, then proceeding to multiparcel bidding format, bidders will be able to combine eligible tracts. Tract 4 must be purchased by an adjoining property owner or in combination with either tracts 1,2, or 3. Bidders will be able to increase their bids on any tract or eligible combination until the auctioneer announces the tracts are sold.

Down Payment: 10% down payment on the day of the auction. The down payment must be by personal check, business check, or cashier's check.

Financing: Bidders' must have their financing arranged prior to the auction. No bids are conditional upon financing.

Absentee and phone bids: ALL absentee and phone bidders must register with Dye Real Estate and Land Company prior to the auction. Anyone bidding on behalf of an absentee bidder will be equally responsible for the bid and required to enter into a contract to purchase at the end of the auction.

Auction Dispute: If any dispute arises between or among bidders, the decision of the Auctioneer shall be final and absolute.

Online Bidders: All online bidders must be registered prior to the day of the auction.

TECHNOLOGY DISCLAIMER: Dye Real Estate and Land Co., L.L.C., its affiliates, partners and vendors, make no warranty or guarantee that the online bidding system will function as designed on the day of sale. Technical problems can and sometimes do occur. If a technical problem occurs and you are not able to place your bid during the live auction, Dye Real Estate and Land Co., L.L.C., its affiliates, partners and vendors will not be held liable or responsible for any claim of loss, whether actual or potential, as a result of the technical failure. I acknowledge that I am accepting this offer to place bids during a live outcry auction over the Internet in lieu of actually attending the auction as a personal convenience to me.

Property Inspection: Potential purchasers are responsible for conducting their own inspection of the property and any due diligence, inquiries, and inspections will be conducted at their own risk. Seller and real estate company disclaims any and all responsibility for the bidder's safety during any physical inspection of the property.

Acceptance of Bids: Any and all successful bidders will be required to enter into a purchase agreement with the seller immediately following the sale, seller may be signing the contract(s) electronically. Seller reserves the right to bid on any of the parcels or tracts at any time during the auction. All final bids are subject to the seller's confirmation. This offer will remain irrevocable and available to the seller for 5 business days after delivery of this offer to the sellers, its counsel, or Agent.

Evidence of title: Dye Real Estate and Land Company will provide a preliminary title opinion, certificate, or report to be made available to prospective bidders for review prior to bidding. The certificate is given for the protection of Dye Real Estate and Land Company only. No other person or entity may rely on the opinion expressed herein; nor is any liability assumed by the certification except to. **If any buyer elects to purchase title insurance, the cost thereof will be at buyer's sole expense.** Seller will convey title free and clear of liens, but otherwise subject to all easements and matters of record. All tracts are being sold "AS IS".

Deed: Seller to provide a general warranty deed.

Deed Restrictions: By bidding at this auction the purchaser agrees to the deed restrictions that will be placed on each tract. A copy of those restrictions are available for purchaser to view prior to the auction.

Closing: The balance of the purchase price is due at closing, which will take place within 45 days after the auction. In the event the Buyer fails to close and pay their balance when due, Seller reserves all rights allowed by law, including a suit for damages, specific performance or cancellation of the sale with the Seller to retain the earnest money deposit. Any action taken after default shall be solely at the Seller's option with all costs incurred by Seller being paid by the Buyer.

Possession: Possession will be after the 2023 crop is harvested. Buyer may possess non-tillable land at closing.

Real Estate Taxes: All taxes and assessments shall be prorated to the day of closing. In prorating taxes and assessments, the most current available tax information shall be used. Property is currently in CAUV. If purchaser removes the property from CAUV purchaser will be responsible for the payment of any CAUV tax recoupment. New taxes may be established due to the creation of new parcels.

Tract Map and Acreage: All dimensions, proposed boundaries, and tract acreages are approximate and are based on aerial photos and auditor information. Final surveyed acreages are subject to change by the closing of the sale. All final prices will be established by multiplying the per acre price by the new surveyed acreage.

Mineral Rights: The sale will include 100% of the mineral rights, if any, owned by the seller.

Survey: The seller will provide a new survey and legal description if required by local governmental authority to transfer title. If a new survey is created the sales price will be adjusted by the price per acre that is realized on the day of the auction.

Agency: Dye Real Estate and Land Company, and its representatives, are sole agents for the seller.

Disclaimer and Absence of Warranties: All information contained in this brochure and all related materials are subject to the terms and conditions in the purchase agreement. The properties are being sold "AS IS, WHERE IS" with no warranty or representation, either expressed or implied, concerning the property is made by the Seller or Dye Real Estate and Land Company. All sketches and dimensions in this brochure are approximate. Each potential bidder is responsible for conducting his or her own independent inspections, investigations, inquiries, and due diligence concerning the property. The information contained in this brochure is subject to verification by all parties relying on it. No liability for its accuracy, errors, or omissions is assumed by the seller or Dye Real Estate and Land Company.

ANY ANNOUNCEMENTS DAY OF AUCTION TAKE PRECEDENCE OVER PRINTED MATERIAL. THE ABOVE TERMS AND CONDITIONS ARE TO BE AN ADDENDUM TO THE PURCHASE CONTRACT.

Seller: Proctor Run Development LLC

Auctioneer and Real Estate Broker: Devin Dye

Assisting Auctioneers: Mike Reindel and Matthew Bowers

Licensed and Bonded in favor of the State of Ohio.

Tract 1 is an offering of a beautiful 2.068 acre building lot that overlooks a 3.419 acre pond (Tract 4 that can be purchased in combination with Tract 1). Tract 1 can be purchased by itself or in combination with any or all tracts in this auction.

TRACT 1



TRACT 1 PARCEL NUMBER

Part of H260800460000224 and part of H260800460000211

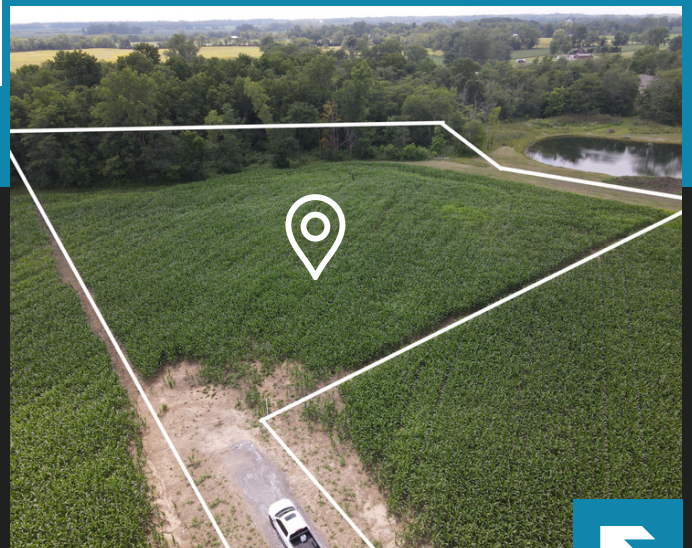
TRACT 2



TRACT 2 PARCEL NUMBER

Part of H260800460000211

TRACT 3



TRACT 3 PARCEL NUMBER

Part of H260800460000211

Tract 3 is a 4.186 acre Building lot that offers approximately 1 acre of woods and still offers the picturesque views of the 3.419 acre pond (Tract 4 that can be purchased in combination with Tract 3). Tract 3 can be purchased by itself or in combination with any or all tracts in this auction.

Tract 4 is the beautiful 3.419 acre pond that provides an amazingly scenic backdrop to all of the properties that surround it. Tract 4 is a unique piece that offers a chance for any adjoining land owner that already owns land that touches this tract, or can be purchased in combination with Tracts 1,2, or 3 in this auction. **TRACT 4 CAN ONLY BE PURCHASED IN A COMBINATION WITH LOTS 1,2,3 OR A LAND OWNER THAT OWNS LAND THAT ADJOINS THIS POND. PLEASE CONTACT THE AUCTION COMPANY FOR FURTHER INFORMATION.**

TRACT 4



TRACT 4 PARCEL NUMBER
Part of H260800460000211

TRACT 5



TRACT 5 PARCEL NUMBER
Part of H260800460000211

Tract 5 is the largest tract in the auction and has approx. 5 1/2 acres of tillable land and approx. 19 1/2 acres of wooded land. This tract has so much to offer, possible home site or recreational property. Tract 5 can be purchased solely or in combination with any tract except tract 4.

TRACT 6



TRACT 6 PARCEL NUMBER
H292600410000103

Tract 6 is a 1.112 acre building lot that sits just inside the Village of Woodstock on State Route 559. Tract 6 can be sold in a combination with any tract except tract 4.

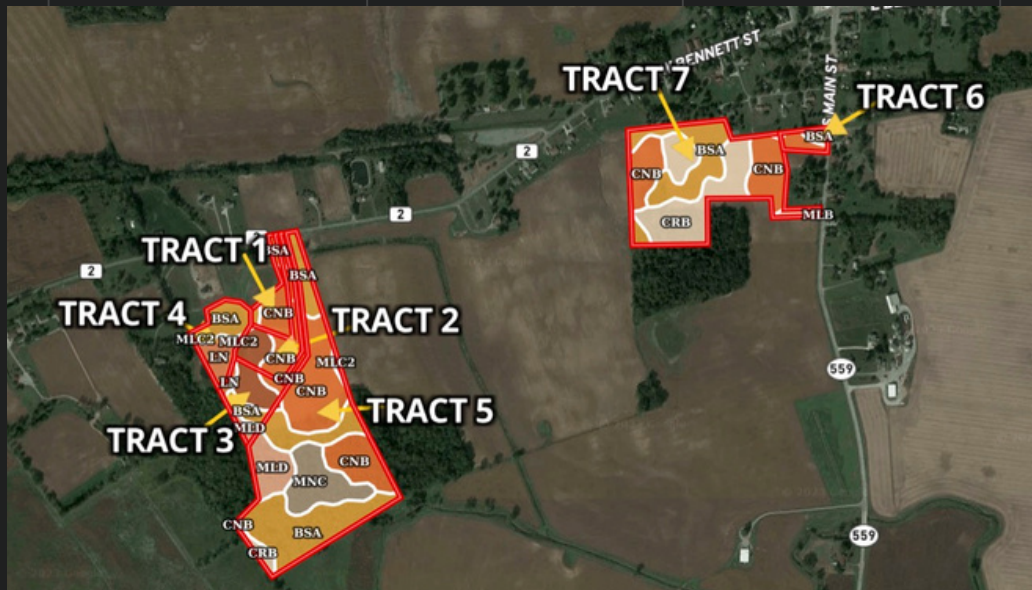
Tract 7 consists of 17+/- acres, mainly located in the Village of Woodstock. This tract is mostly all tillable with 4 acres of woods. Tract 7 can be combined with any other tract except tract 4.

TRACT 7



TRACT 7 PARCEL NUMBER
H292600410000101,
H260800410002702

SOIL MAPS & REPORT



| SOIL CODE | SOIL DESCRIPTION | ACRES | % | CPI | NCCPI | CAP |
|-----------|---|----------|-------|-----|-------|------|
| BsA | Brookston silty clay loam, fine texture, 0 to 2 percent slopes | 19.25 | 33.45 | 0 | 70 | 2w |
| CnB | Celina silt loam, 2 to 6 percent slopes | 18.73 | 32.55 | 0 | 72 | 2e |
| CrB | Crosby silt loam, Southern Ohio Till Plain, 2 to 6 percent slopes | 7.77 | 13.5 | 0 | 67 | 2e |
| MnC | Miamian silt loam, 6 to 12 percent slopes | 3.93 | 6.83 | 0 | 61 | 3e |
| MIC2 | Miami silt loam, 6 to 12 percent slopes, eroded | 3.3 | 5.74 | 0 | 63 | 3e |
| MID | Miamian silt loam, 12 to 18 percent slopes | 2.78 | 4.83 | 0 | 53 | 4e |
| Ln | Linwood muck | 1.74 | 3.02 | 0 | 82 | 2w |
| MIB | Miami silt loam, 2 to 6 percent slopes | 0.01 | 0.02 | 0 | 64 | 2e |
| TOTALS | | 57.51(*) | 100% | - | 68.73 | 2.22 |

RESTRICTIVE COVENENTS

The real property conveyed by this deed (hereinafter referred to as the "Premises") shall be subject to the following covenents, conditions, restrictions (hereinafter called the "restrictions")

1. No HUD manufactured home or manufactured home constructed on an attached steel structure requiring transport to the Premises shall be placed on the Premises for use as a residence or a dwelling, temporarily or permanently.

2. No animals, livestock or poultry of any kind shall be raised, bred, or kept on the Premises for commercial purposes.

3. It is expressly agreed that, if any covenant, condition, restriction hereinabove contained, or any portion thereof, is invalid or void, such invalidity or voidances shall in no way affect any other covenant, condition or restriction.

Additional Deed Restrictions

2000 sq ft ranch style minimum

2500 sq ft 1 1/2 story minimum

2800 sq ft 2 story minimum

2 car attached garage on all style homes minimum

No structures or buildings of any nature may be placed in the narrow strips which attach these tracts to Urbana Woodstock Pike.

Pond tract may only be sold & attached to an adjoining property

Deed Restrictions on the pond tract will be as follows

No structures of any nature may be placed between any adjoining tract to the North, East or South of pond tract which would impede the view of the pond from these tracts.

No plantings of any nature may be placed between any adjoining tract to the North, East or South of pond tract which would impede the view of the pond from these tracts.

More particularly the tracts intended are;

2.101 Ac tract O.R. 577, P. 4466,

1.863 Ac Tract O.R. 575, P. 2093, the current plantings between the pond tract & the aforementioned 1.863 Ac Tract is to be removed as this tract has been sold and new owner is to eliminate current nuisances which required plantings to screen same from neighbors,

1.742 Ac tract O.R. 576, P. 4239,

2.097 Ac tract O. R. 576, P. 4239,

2.053 Ac tract O.R. 582, P. 467,

3.205Ac Tract out of 47.981 Ac. Tract O.R. 536, P.3228,

4.186 Ac Tract out of 47.891 Ac Tract O. R. 536, P. 3228

I am providing two copies of shared use drive agreements, one is the parameters I set, the other is a copy of an attorneys interpretation of my parameters which I placed on another property I own. They both are a reflection of a final draft I will have an attorney prepare.

I will also provide an easement to the 2.097 Ac Tract which relates to (ordinary and common) open space yard use and maintenance of grounds across the narrow strips attaching the 2.053 Ac Tract, 3.205 Ac Tract, and 4.186 Ac Tract to Urbana Woodstock Pike.

Beginning at the 2.097 Ac Tracts southeasterly most point which is the current point of this tracts ingress egress easement allowing the 2.097 Ac Tract access to the shared use driveway, thence north to Urbana Woodstock Pike.

Nothing in this easement will permit the obstruction in any way shape or form from any of the tracts which are providing the easement to have free and clear access across this easement for any reason deemed necessary by those property owners.

They also will not give up their right to maintain these easements if not maintained to their satisfaction by the owners of the 2.097 Ac Tract.

I will provide the same type of easement to the 2.053 Ac Tract between the east property line of it's main body to the shared use driveway which will include an ingress egress easement to access the shared use drive at a single point of their desire.

I will provide the same type of easement to the 3.205 Ac tract between the easterly property line of its main body to the shared use drive including an ingress egress easement required to attach to the shared use drive at a single point.

SHARED USE DRIVEWAY MAINTENANCE AGREEMENT

By these presents, there is hereby established a Shared Use Driveway Maintenance Agreement (the "Agreement"). This Agreement shall be binding on and shall inure to the benefit of the property described in Exhibit A attached to this Deed and any other property which has been granted an easement in and over the property described in Exhibit B attached to this Deed.

1. The easement shall be used for ingress and egress to and from the property described in Exhibit A to Urbana Woodstock Pike and for the placement of utility lines.
2. The Grantors in the foregoing Deed reserve the right to grant an identical easement to that described herein in and over the property described in Exhibit B to other property owners. Each parcel of property granted such an easement, including that parcel described in Exhibit A, is hereby designated herein as a "Tract."
3. The said Grantors shall, at their expense, construct on the property described in Exhibit B a driveway for the ingress/egress to and from the Tracts and Urbana Woodstock Pike.
4. The terms "maintenance," "repair," "replace," and "upkeep," as used in this instrument, shall be interpreted in their broadest sense. The terms include, but are not limited to, snow removal, replacement of stone or gravel, paving or cementing the driveway, the removal of obstructions and overhangs from the driveway as need, tar and chipping, dust control, grass and weed control, and ditch maintenance, together with all associated labor cost.
5. Each Tract shall be responsible for the cost of maintenance, repair and upkeep of the driveway, for that portion of the driveway in which the Tract utilizes. Said portion shall be defined as the southernmost point where the Tract's private drive attaches to the driveway, to the point where the driveway intersects with Urbana Woodstock Pike, as measured in feet.

By way of example, if the total length of the driveway is 60 feet, assuming four driveways attach at equal intervals of 15 feet, Tract A will be responsible for the full 60 feet, Tract B will be responsible for 45 feet, Tract C will be responsible for 30 feet and Tract D will be responsible for 15 feet.

If the entire 60 feet needs maintenance, all four Tracts would equally be responsible for the first 15 feet (or one sixteenth each of the overall cost), Tracts A, B and C would be equally responsible for the next 15 feet (or one twelfth each of the overall cost), Tracts A and B would be equally responsible for the next 15 feet (or one eighth each of the overall cost) and Tract A would be solely responsible for the remaining 15 feet (one fourth of the overall cost).

6. The owners of the Tracts shall vote to decide whether maintenance, repair, or replacement of the easement area or driveway is needed. Each Tract (regardless of the number of owners of said Tract) shall be entitled to one vote (hereinafter referred to as a "Tract Vote").

All decisions as to the extent of maintenance, repair, or replacement, or the need for such maintenance, repair, or replacement shall be governed by a majority of the Tract Votes, provided, however, that a Tract Vote shall only be applicable to the extent that the portion of the driveway which the property attaching to the driveway utilizes is impacted. Any Tract that solely utilizes a specific portion of the driveway shall be solely responsible for the maintenance and improvements and shall have sole discretion as to its maintenance, repair, and upkeep.

7. Unless otherwise agreed to by a majority vote of the Tract Votes, no compensation shall be paid to any owner of a Tract who personally provides for maintenance, repair, or replacement of the easement area or the driveway. Any work so done by an owner of a Tract without the approval of a majority of the Tract Votes in which the portion of the driveway is impacted, shall be considered to be gratuitous in nature.

8. The owners of the Tracts shall be entitled to establish procedures for how the voting shall be conducted to determine whether to maintain, repair, or replace the easement area or the driveway. Nothing in this Agreement shall prevent a Tract Vote from being exercised by proxy.

9. The driveway shall be free from obstructions of any kind so as to allow for the proper passage of motor vehicles. All trees, overhanging branches, or other obstructions to the free passage of motor vehicles shall be removed.

10. This Agreement may be modified so long as said modification is in writing and is approved by a majority of the Tract Votes. Each modification shall be recorded in the Recorder's Office, Champaign County, Ohio.

11. All remedies, legal and equitable, shall be available to all owners of the Tract Votes to provide for the proper enforcement of the regulations and agreements established herein, including the collection of unpaid costs due as charged to each Tract.

12. Nothing in this Agreement shall prevent the Tracts from dedicating the driveway to a governmental entity for use as a public street, at which time this Agreement shall become void.

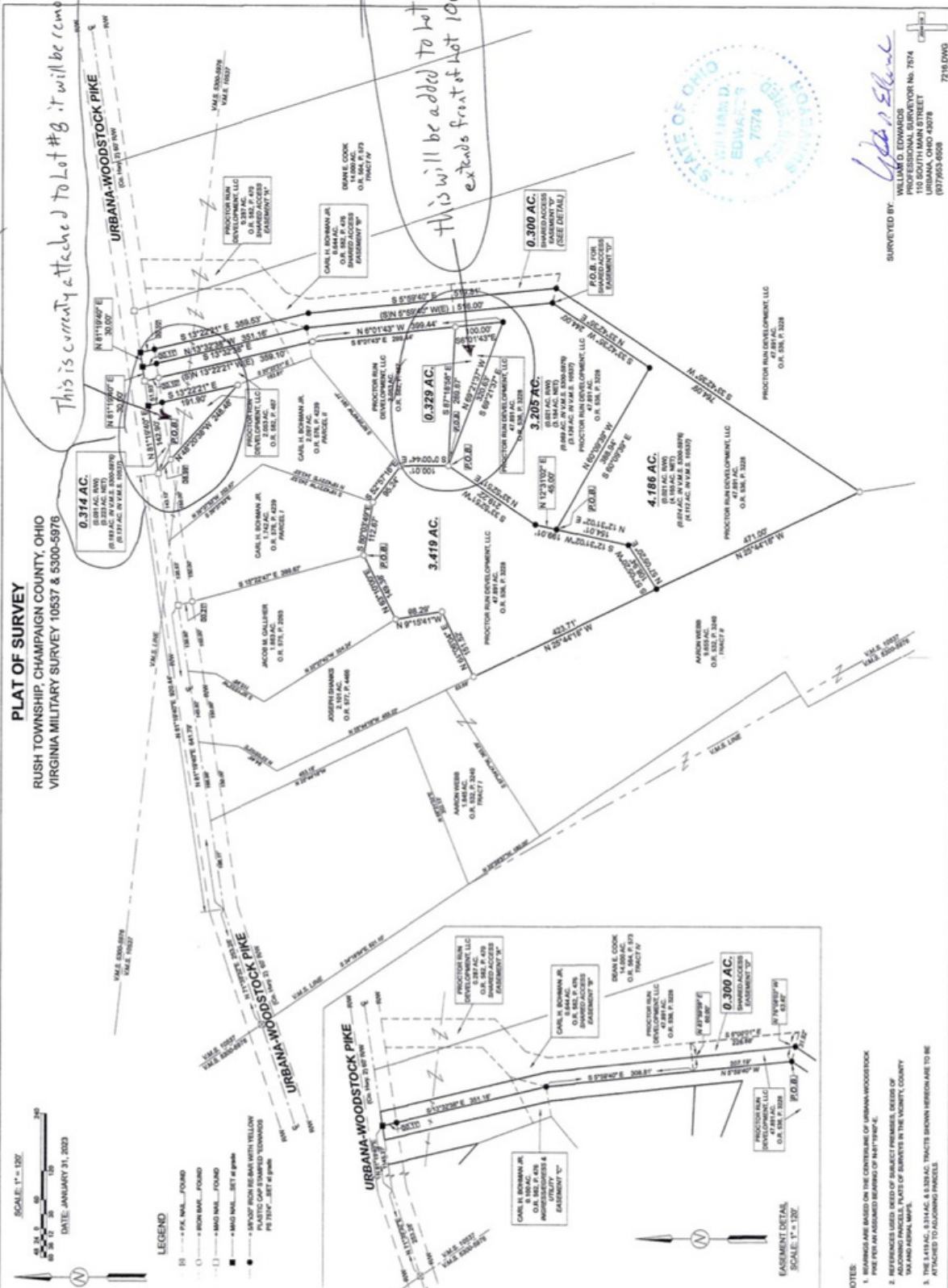
13. Nothing in this Agreement shall prevent the Tracts from allowing utilities to be placed in, over, under, and across the driveway, provided said utilities do not conflict with paragraph 9 of this Agreement.

PLAT OF SURVEY

RUSH TOWNSHIP, CHAMPAIGN COUNTY, OHIO
 VIRGINIA MILITARY SURVEY 10537 & 5300-5978

SCALE: 1" = 100'
 DATE: JANUARY 31, 2023

- LEGEND**
- (with circle) — = F.W. NAIL - FOUND
 - (with square) — = IRON NAIL - FOUND
 - (with triangle) — = M.S.D. NAIL - FOUND
 - (with diamond) — = M.S.D. NAIL - SET AT GRADE
 - (with cross) — = SPOT IRON NAIL WITH YELLOW PLASTIC CAP STAMPED "TOWNSHIP PLAT" - SET AT GRADE



- NOTES:**
1. BEARINGS ARE BASED ON THE CENTERLINE OF URBANA-WOODSTOCK PIKE FROM AN ASSUMED BEARING OF N87°59'41" W.
 2. REFERENCES USED: DEEDS OF SUBJECT PREMISES, DEEDS OF ADJOINING PARCELS, PLATS OF SURVEYS IN THE COUNTY, COUNTY RECORDS, MAPS.
 3. THE 0.314 AC., 0.300 AC. & 0.329 AC. TRACTS SHOWN HEREON ARE TO BE ATTACHED TO ADJOINING PARCELS.

SURVEYED BY:
 WILLIAM D. EDWARDS
 130 SOUTH MAIN STREET
 URBANA, OHIO 45078
 (937) 653-6508
 7218.DWG



CONSUMER GUIDE TO AGENCY RELATIONSHIPS

CONSUMER GUIDE TO AGENCY RELATIONSHIPS

We are pleased you have selected Dye Real Estate & Land Company to help you with your real estate needs. Whether you are selling, buying or leasing real estate, Dye Real Estate & Land Company can provide you with expertise and assistance. Because this may be the largest financial transaction you will enter into, it is important to understand the role of the agents and brokers with whom you are working. Below is some information that explains the various services agents can offer and their options for working with you.

For more information on agency law in Ohio you can also contact the Ohio Division of Real Estate & Land; Professional Licensing at (614) 466-4100, or on their website www.com.state.oh.us.

We hope you find this information to be helpful to you as you begin your real estate transaction. When you are ready to enter into a transaction, you will be given an Agency Disclosure Statement that specifically identifies the role of the agents and brokerages. Please ask questions if there is anything you do not understand.

Because it is important that you have this information, Ohio law requires that we ask you to sign below, acknowledging receipt of this Consumer Guide. Doing so will not obligate you to work with our company if you do not choose to do so.

REPRESENTING SELLERS

Most sellers of real estate choose to list their home for sale with a real estate brokerage. When they do so, they sign a listing agreement that authorizes the brokerage and the listing agent to represent their interests. As the seller's agent, the brokerage and listing agent must: follow the seller's lawful instructions, be loyal to the seller, promote the seller's best interests, disclose material facts to the seller, maintain confidential information, act with reasonable skill and care and, account for any money they handle in the transaction.

In rare circumstances, a listing broker may also offer "subagency" to other brokerages which would also represent the seller's interests and owe the seller these same duties.

REPRESENTING BUYERS

When purchasing real estate, buyers usually choose to work with a real estate agent as well. Often the buyers want to be represented in the transaction. This is referred to as buyer's agency. A brokerage and agent that agree to represent a buyer's interest in a transaction must: follow the buyer's lawful instructions, be loyal to the buyer, promote the buyer's best interests, disclose material facts to the buyer, maintain confidential information and account for any money they handle in the transaction.

DUAL AGENCY

Occasionally the same agent and brokerage who represents the seller also represents the buyer. This is referred to as dual agency. When a brokerage and its agents become "dual agents," they must maintain a neutral position between the buyer and the seller. They may not advocate the position of one client over the best interests of the other client, or disclose any personal or confidential information to the other party without written consent.

REPRESENTING BOTH THE BUYER & THE SELLER

On occasion, the buyer and seller will each be represented by two different agents from the same brokerage. In this case the agents may each represent the best interest of their respective clients. Or, depending on company policy, the agents may both act as dual agents and remain neutral in the transaction. When either of the above occurs, the brokerage will be considered a dual agent. As a dual agent the brokerage and its managers will maintain a neutral position and cannot advocate for the position of one client over another. The brokerage will also protect the confidential information of both parties.



CONSUMER GUIDE TO AGENCY RELATIONSHIPS

WORKING WITH DYE REAL ESTATE & LAND COMPANY

Dye Real Estate & Land Company does represent both buyers and sellers. When Dye Real Estate & Land Company lists property for sale all agents in the brokerage represent the seller. Likewise when a buyer is represented by a Dye Real Estate & Land Company agent, all of the agents represent that buyer. Therefore, when a buyer represented by a Dye Real Estate & Land agent wishes to purchase property listed by our company, the agent(s) involved act as dual agents. This is true whether one agent is representing both parties or two separate agents are involved.

In the event that both the buyer and seller are represented by Dye Real Estate & Land Company agents these agents and Dye Real Estate & Land Company will act as dual agents but only if both parties agree. As dual agents they will treat both parties honestly, prepare and present offers at the direction of the parties, and help the parties fulfill the terms of any contract. They will not, however, disclose any confidential information that will place one party at an advantage over the other or advocate or negotiate to the detriment of either party.

If dual agency occurs you will be asked to consent to it in writing. If you do not agree to your agent acting as a dual agent, you can seek representation from another brokerage.

As a buyer, you may also choose to represent yourself on properties Dye Real Estate & Land Company has listed. In that instance Dye Real Estate & Land Company will represent the seller and you would represent your own best interests. Because the listing agent has a duty of full disclosure to the seller you should not share any information with the listing agent that you would not want the seller to know.

WORKING WITH OTHER BROKERAGES

Dye Real Estate & Land Company does offer representation to both buyers and sellers. When Dye Real Estate & Land Company lists property for sale it also cooperates with, and offers compensation to, other brokerages that represent buyers. Dye Real Estate & Land Company does reserve the right, in some instances, to vary the compensation it offers to other brokerages. As a seller, you should understand that just because Dye Real Estate & Land Company shares a fee with a brokerage representing the buyer, it does not mean that you will be represented by that buyer's brokerage. Instead that company will be looking out for the buyer and Dye Real Estate & Land Company will be representing your interests.

When acting as a buyer's agent, Dye Real Estate & Land Company also accepts compensation offered by the listing broker. If the property is not listed with any broker, or the listing broker does not offer compensation, we will attempt to negotiate for a seller-paid fee.

FAIR HOUSING STATEMENT

It is illegal, pursuant to the Ohio Fair Housing Law, division (H) of Section 4112.02 of the Revised Code and the Federal Fair Housing Law, 42 U.S.C.A. 3601, as amended, to refuse to sell, transfer, assign, rent, lease, sublease or finance housing accommodations, refuse to negotiate for the sale or rental of housing accommodations, or otherwise deny or make unavailable housing accommodations because of race, color, religion, sex, familial status as defined in Section 4112.01 of the Revised Code, ancestry, military status as defined in that section, disability as defined in that section, or national origin or to so discriminate in advertising the sale or rental of housing, in the financing of housing, or in the provision of real estate brokerage services. It is also illegal, for profit, to induce or attempt to induce a person to sell or rent a dwelling by representations regarding the entry into the neighborhood of a person or persons belonging to one of the protected classes.



AGENCY DISCLOSURE STATEMENT



The real estate agent who is providing you with this form is required to do so by Ohio law. You will not be bound to pay the agent or the agent's brokerage by merely signing this form. Instead, the purpose of this form is to confirm that you have been advised of the role of the agent(s) in the transaction proposed below. (For purposes of this form, the term "seller" includes a landlord and the term "buyer" includes a tenant.)

Property Address: Apx 57.955 acres in Champaign County, Ohio

Buyer(s): TBD

Seller(s): Proctor Run Development LLC

I. TRANSACTION INVOLVING TWO AGENTS IN TWO DIFFERENT BROKERAGES

The buyer will be represented by _____, and _____.

AGENT(S)

BROKERAGE

The seller will be represented by _____, and _____.

AGENT(S)

BROKERAGE

II. TRANSACTION INVOLVING TWO AGENTS IN THE SAME BROKERAGE

If two agents in the real estate brokerage represent both the buyer and the seller, check the following relationship that will apply:

- Agent(s) _____ work(s) for the buyer and Agent(s) _____ work(s) for the seller. Unless personally involved in the transaction, the principal broker and managers will be "dual agents," which is further explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information.
- Every agent in the brokerage represents every "client" of the brokerage. Therefore, agents _____ and _____ will be working for both the buyer and seller as "dual agents." Dual agency is explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information. Unless indicated below, neither the agent(s) nor the brokerage acting as a dual agent in this transaction has a personal, family or business relationship with either the buyer or seller. *If such a relationship does exist, explain:* _____.

III. TRANSACTION INVOLVING ONLY ONE REAL ESTATE AGENT

Agent(s) Devin Dye and real estate brokerage Dye Real Estate & Land Company will

- be "dual agents" representing both parties in this transaction in a neutral capacity. Dual agency is further explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information. Unless indicated below, neither the agent(s) nor the brokerage acting as a dual agent in this transaction has a personal, family or business relationship with either the buyer or seller. *If such a relationship does exist, explain:* _____.
- represent only the (check one) seller or buyer in this transaction as a client. The other party is not represented and agrees to represent his/her own best interest. Any information provided the agent may be disclosed to the agent's client.

CONSENT

I (we) consent to the above relationships as we enter into this real estate transaction. If there is a dual agency in this transaction, I (we) acknowledge reading the information regarding dual agency explained on the back of this form.

BUYER/TENANT DATE

SELLER/LANDLORD DATE

BUYER/TENANT DATE

SELLER/LANDLORD DATE

DUAL AGENCY

Ohio law permits a real estate agent and brokerage to represent both the seller and buyer in a real estate transaction as long as this is disclosed to both parties and they both agree. This is known as dual agency. As a dual agent, a real estate agent and brokerage represent two clients whose interests are, or at times could be, different or adverse. For this reason, the dual agent(s) may not be able to advocate on behalf of the client to the same extent the agent may have if the agent represented only one client.

As a dual agent, the agent(s) and brokerage shall:

- Treat both clients honestly;
- Disclose latent (not readily observable) material defects to the purchaser, if known by the agent(s) or brokerage;
- Provide information regarding lenders, inspectors and other professionals, if requested;
- Provide market information available from a property listing service or public records, if requested;
- Prepare and present all offers and counteroffers at the direction of the parties;
- Assist both parties in completing the steps necessary to fulfill the terms of any contract, if requested.

As a dual agent, the agent(s) and brokerage shall not:

- Disclose information that is confidential, or that would have an adverse effect on one party's position in the transaction, unless such disclosure is authorized by the client or required by law;
- Advocate or negotiate on behalf of either the buyer or seller;
- Suggest or recommend specific terms, including price, or disclose the terms or price a buyer is willing to offer or that a seller is willing to accept;
- Engage in conduct that is contrary to the instructions of either party and may not act in a biased manner on behalf of one party.

Compensation: Unless agreed otherwise, the brokerage will be compensated per the agency agreement.

Management Level Licensees: Generally, the principal broker and managers in a brokerage also represent the interests of any buyer or seller represented by an agent affiliated with that brokerage. Therefore, if both buyer and seller are represented by agents in the same brokerage, the principal broker and manager are dual agents. There are two exceptions to this. The first is where the principal broker or manager is personally representing one of the parties. The second is where the principal broker or manager is selling or buying his own real estate. These exceptions only apply if there is another principal broker or manager to supervise the other agent involved in the transaction.

Responsibilities of the Parties: The duties of the agent and brokerage in a real estate transaction do not relieve the buyer and seller from the responsibility to protect their own interests. The buyer and seller are advised to carefully read all agreements to assure that they adequately express their understanding of the transaction. The agent and brokerage are qualified to advise on real estate matters. **IF LEGAL OR TAX ADVICE IS DESIRED, YOU SHOULD CONSULT THE APPROPRIATE PROFESSIONAL.**

Consent: By signing on the reverse side, you acknowledge that you have read and understand this form and are giving your voluntary, informed consent to the agency relationship disclosed. If you do not agree to the agent(s) and/or brokerage acting as a dual agent, you are not required to consent to this agreement and you may either request a separate agent in the brokerage to be appointed to represent your interests or you may terminate your agency relationship and obtain representation from another brokerage.

Any questions regarding the role or responsibilities of the brokerage or its agents should be directed to:

Ohio Department of Commerce
Division of Real Estate & Professional Licensing
77 S. High Street, 20th Floor
Columbus, OH 43215-6133
(614) 466-4100





Real Property Purchase Agreement

- 1) This Real Property Purchase Agreement is entered into and made effective at Champaign County, Ohio, this 26th day of September, 2023, by and between Proctor Run Development LLC, Seller(s) and TBD, Buyer(s).
- 2) In exchange for the mutual promises, obligations, and pursuant to the terms contained in this Agreement, Seller agrees to sell and Buyer agrees to purchase and pay for the following described real property: Apx 57.955 acres in Champaign County, Ohio (See Parcel #'s in Terms below), together with all fixtures, improvements, appurtenant rights, and mineral rights (which are sometimes herein collectively referred to as the ("Premises")), subject to all easements, conditions, restrictions of record, and subject to applicable zoning and building regulations.
- 3) The Premises shall be conveyed in its present physical condition and has been examined by Buyer prior to signing this Agreement. Buyer is relying solely upon its examination as to the condition, value, character, use, and size of the property and any improvements and fixtures, if any, located on the Premises.
- 4) The purchase price to be paid to Seller by Buyer for the Premises shall be \$ TBD. Upon the signing of this Agreement by Buyer, an earnest money deposit of \$ 10% shall be deposited with **Dye Real Estate and Land Company LLC**, to be administered as set forth in this Agreement. The balance of the purchase shall be paid at closing.
- 5) Closing shall be held on or before the 10th day of November, 2023. Possession of the Premises shall be given at closing or on the following possession date: Upon closing of the non-tillable acres. After harvest of the 2023 crop of the tillable acres.
- 6) Marketable title to the Premises shall be conveyed to Buyer by transferable and recordable General Warranty Deed, with release of dower if applicable, title to the Premises shall be free, clear, and unencumbered.
- 7) If prior to closing, under the standards of the Ohio Marketable Title Act, evidence of title reveals that title to all or part of the Premises is unmarketable, or subject to defect, lien, or encumbrance, (the "Defects") then Buyer shall immediately notify Seller, in writing, of the Defects. Seller shall then have 90 days to remedy the Defects (the "Cure Period"). If the Seller fails to remedy or remove the Defects, or is unable to do so within the Cure Period, then Buyer's sole remedies shall be to elect either: (i) waive the Defects and accept such title to the Premises as Seller is able to convey; or (ii) terminate this Agreement and have its earnest money returned. Buyer shall so elect by delivering a written notice to Seller within 3 days after the expiration of the Cure Period. If Purchaser terminates this Agreement as provided in clause (ii), both Purchaser and Seller shall be released from all obligations under this Agreement, and the deposit shall be returned to the Purchaser.
- 8) Seller shall pay the following costs and expenses associated with the Seller's sale of the Premises:
 - a) The costs of preparing, executing, and acknowledging any deeds or other instruments necessary to convey title to Buyer.
 - b) Any conveyance fee/tax charged by the county auditor.
 - c) Seller's attorney's fees.
 - d) Other: _____.
- 9) Buyer shall pay the following costs and expenses associated with the Buyer's purchase of the Premises:
 - a) The cost to record the deed conveying title to Buyer.
 - b) The cost of preparing, executing, and acknowledging any promissory note or any instrument securing any debt of Buyer relating to Buyer's financing or the purchase of the Premises, or other expenses related to requirements of Buyer's lender.
 - c) Any transfer fee charged by the county Auditor.
 - d) The full cost of any title examination, title insurance commitment, title insurance policy, certificate of title or any other evidence of title required by Buyer or Buyer's lender.
 - e) The closing fee charged by the closing/escrow agent or title company for conducting the closing.
 - f) Buyer's attorney's fees.
 - g) Other: _____.
- 10) Any other costs not specifically allocated in this Agreement shall be allocated according to the local customs of the county in which the Premises (or a majority thereof) is located.

11) Either party may conduct a tax deferred (1031) exchange in connection with the sale or purchase of the Premises and the parties hereby agree to cooperate with any reasonable request of the other party with regard to any such exchange, and to timely sign and return and any and all documents as may be requested by the other party, their legal counsel or a qualified intermediary. They party conducting the tax deferred exchange shall bear all costs associate with their own tax deferred exchange.

12) All taxes and assessments shall be prorated to date of closing. In prorating taxes and assessments, the most current available tax information shall be used. Any applicable CAUV tax recoupment shall be paid by buyer if created by buyer. All utility costs shall be prorated to the date of closing or the date of possession, whichever is later.

13) Buyer may obtain and pay for a new survey of the Premises at Buyer's option. Seller shall provide and pay for a new survey of Premises, if either (i) a new survey is required by a governmental authority to transfer title to Buyer; or (ii) a governmental authority has indicated that a new survey will be required for the next transfer after Seller's transfer to Buyer. If a new survey is obtained and the surveyed acreage is more or less than any acres, then the purchase price shall be adjusted by \$ TBD per acre.

14) The Premises (is / is not) subject to an agricultural lease for the 2024 crop year. The current lease term ends: 12/31/2023. Written notice of termination of the lease (has / has not) been timely provided to the lease tenant.

15) Seller has advised the Buyer that the Premises (is / is not) currently subject to a USDA Conservation Reserve Program (CRP) contract, or other state or federal contract affecting the continued use or management of the Premises. Buyer acknowledges the existence of the state or federal contract relative to the use or management of the Premises, and by initialing within this box () agrees to accept any future contract payment, and to adhere to the terms of the contract for the remainder of the contract term and to indemnify and save harmless, Seller, from any liability for breach of the contract.

16) Other Terms:

Terms and Conditions made an addendum to this contract
Parcels: H292600410000103, H292600410000101, H260800410002702, H260800460000211, Part of Parcel: H260800460000224

17) In the event that any of the improvements on the Premises should be destroyed or damaged by fire or other casualty before closing, then Buyer shall have the option to either (i) accept the proceeds of any insurance policy payable as a result of such damage or destruction; or (ii) terminate this Agreement and Buyer's earnest money will be returned.

18) Buyer has deposited with Broker the earnest money sum specified above, which shall be returned to Buyer, upon Buyer's request, if this Agreement is not executed/accepted by Seller. Upon execution of this Agreement by both parties, Broker shall deposit the earnest money into Broker's trust account, to be disbursed as follows: (i) to be applied on behalf of Buyer toward the purchase price at closing, or returned to Buyer at or after closing where the closing is otherwise fully funded; or (ii) if Seller fails or refuses to perform, or any contingency is not satisfied or waived, the deposit shall be returned to Buyer; or (iii) if Purchaser fails or refuses to perform, the deposit shall be distributed to Seller. The distribution or receipt of the earnest money as set forth herein shall not in any way limit any claims or defenses of Seller, Buyer, or Broker, relative to breach of contract, damages, specific performance, or any other claim or defense arising under this Agreement. In the event of failure or refusal to perform by Seller or Buyer under (ii) or (iii) in this section, the earnest money will only be distributed by Broker with written authorization signed by Seller and Buyer or by order of a court having jurisdiction over the matters contained in this Agreement.

Seller's written authorization for return of Buyer's earnest money is not be required if Buyer terminates this agreement due to Buyer's termination of this Agreement resulting from Seller's failure to cure title Defects as set forth in Section 7.

19) Buyer's obligations under this Agreement (are / are not) contingent upon Buyer obtaining approved financing to purchase the Premises from a lender of Buyer's choosing, upon terms acceptable to Buyer in Buyer's sole discretion.

20) The parties to this Agreement acknowledge that they have been provided with and signed an Agency Disclosure Statement in connection with this Agreement.

21) This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, personal representatives, legatees, devisees of the parties. The duties and obligations of the parties under this Agreement shall survive the closing.

22) This Agreement may be executed in counterparts, and any facsimile, email, or electronic duplication of the executed agreement shall be sufficient for any purposes of any party hereto.

23) This Agreement includes the entire agreement and contains all the terms and conditions agreed upon between or among the parties and no outside conditions, representations, warranties, or agreements have been made or relied upon relative to the sale or purchase of the Premises.

24)The parties hereto agree to indemnify and save harmless, Dye Real Estate and Land Company LLC, its agents and employees, from any liability resulting from any false statements or misrepresentations made by the parties relative to the sale and purchase of the Premises under this Agreement.

25)If this Agreement is first signed by one party, submitted as an offer open for acceptance by the other party, then the offer shall lapse and or terminate, if not accepted by the other party on October 3, 2023, at 11:59 o'clock P M. Eastern Standard Time, and any earnest money deposited with an offer that is not accepted, shall be returned.

Signed and accepted by the undersigned Buyer(s) after having first read and understood the terms of this Agreement.

| | <i>Print</i> | <i>Sign</i> | <i>Date</i> |
|----------|--------------|---|---|
| BUYER: | _____ | <div style="border: 1px solid black; height: 20px; width: 100%;"></div> | <div style="border: 1px solid black; height: 20px; width: 100%;"></div> |
| BUYER: | _____ | <div style="border: 1px solid black; height: 20px; width: 100%;"></div> | <div style="border: 1px solid black; height: 20px; width: 100%;"></div> |
| ADDRESS: | _____ | | |
| PHONE: | _____ | | |

Signed and accepted by the undersigned Seller(s) after having first read and understood the terms of this Agreement.

| | <i>Print</i> | <i>Sign</i> | <i>Date</i> |
|----------|------------------------------------|---|---|
| SELLER: | Proctor Run Development LLC | <div style="border: 1px solid black; height: 20px; width: 100%;"></div> | <div style="border: 1px solid black; height: 20px; width: 100%;"></div> |
| SELLER: | _____ | <div style="border: 1px solid black; height: 20px; width: 100%;"></div> | <div style="border: 1px solid black; height: 20px; width: 100%;"></div> |
| ADDRESS: | _____ | | |
| PHONE: | _____ | | |

Earnest Money Receipt

I hereby acknowledge receipt of \$ 10%, in the form of cash cashier's check personal check # _____ made payable to Dye Real Estate & Land Company, as earnest money, to be administered in accordance with the terms of this Agreement.

| | <i>Print</i> | <i>Sign</i> | <i>Date</i> |
|------------|--|---|---|
| AGENT: | Devin Dye | <div style="border: 1px solid black; height: 20px; width: 100%;"></div> | <div style="border: 1px solid black; height: 20px; width: 100%;"></div> |
| BROKERAGE: | Dye Real Estate & Land Company | <div style="border: 1px solid black; height: 20px; width: 100%;"></div> | <div style="border: 1px solid black; height: 20px; width: 100%;"></div> |
| ADDRESS: | 2045 Heather Dr, Lima, OH 45804 | | |
| PHONE: | 419-303-5891 cell 419-516-4106 Office | | |



AUCTION NOTES



Come check us out at
our new location!

2045 Heather Dr.
Lima, OH 45804



**REAL ESTATE
& LAND COMPANY**

**THANK YOU FOR
ATTENDING OUR
57 ACRE
AUCTION!**

www.dyerealestate.com

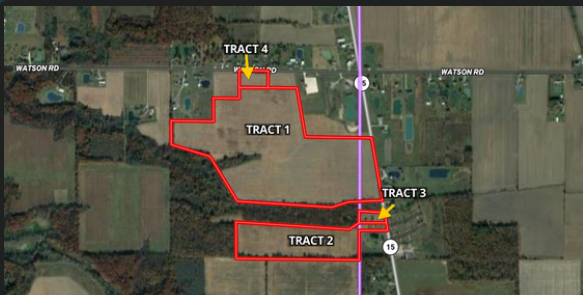
CHECK OUT ALL OF OUR UPCOMING AUCTIONS:



**97.96 Acre Auction
October 24th at 6:00pm
Auglaize County Fairgrounds**



**86.33 Acre Auction
November 2nd at 6:00pm
Hardin County Fairgrounds**



**95.991 Acre Auction
November 6th at 6:00pm
Defiance UAW Hall**

DYE REAL ESTATE & LAND TEAM



DEVIN DYE
419-303-5891



MATT BOWERS
567-204-7462



DON COCHRAN
419-934-0651



MIKE REINDEL
419-235-3607

