



950 North Liberty Drive • P.O. Box 508
Columbia City, IN 46725
260-244-7606 • 1-800-451-2709

(Real Estate)



7009 North River Road
Fort Wayne, IN 46815
260-749-0445 • 866-340-0445

(Personal Property)

Property:

Real estate located 19006 Lima Rd., Huntertown, IN 46748
and personal property located at said real estate

SEALED BID PACKET

Sealed Bid Deadline:

12:00 o'clock Noon (EDT) on Thursday, August 31, 2023

Contents:

- Sealed Bid Instructions
- Form of Real Estate Purchase Agreement
- Form of Non-Contingent Personal Property Purchase Agreement
- Form of Contingent Personal Property Purchase Agreement
- Preliminary Title Evidence
- Office Policy on Agency Relationships form

SEALED BID INSTRUCTIONS

(Sealed Bid Offering for 19006 Lima Rd., Huntertown, IN 46748)

1. These Sealed Bid Instructions are provided as part of a Sealed Bid Packet ("Sealed Bid Packet") prepared for purposes of the sealed bid offering advertised and conducted by Schrader Real Estate and Auction Company, Inc. (with respect to the real estate located at 19006 Lima Rd., Huntertown, IN) and by Schrader Real Estate & Auction of Fort Wayne, LLC (with respect to the personal property located at said real estate). "Seller" collectively refers to Annette K. Mowery (as the court-appointed Co-Guardian of the person and estate of James R. Myers and the court-appointed Guardian of the person and estate of Marjorie A. Myers) and Timothy J. Myers (as the court-appointed Co-Guardian of the person and estate of James R. Myers).
2. In addition to these Sealed Bid Instructions, the Sealed Bid Packet also includes:
 - Form of Real Estate Purchase Agreement
 - Form of Non-Contingent Personal Property Purchase Agreement
 - Form of Contingent Personal Property Purchase Agreement
 - Preliminary Title Evidence
 - Office Policy on Agency Relationships form

Do not submit a bid unless and until you have received and are familiar with the entire Sealed Bid Packet.

3. In order to submit a bid on the real estate:

- (a) Complete, sign and date the Signature Page of the Real Estate Purchase Agreement:
 - i. Write in your bid amount as the Purchase Price on the Signature Page;
 - ii. Provide all requested information pertaining to the Buyer; and
 - iii. Sign as Buyer (or as the authorized officer/agent of an entity identified as Buyer).
- (b) Print and sign your name and write the date and time at the bottom of the "Office Policy on Agency Relationships" form.
- (c) Prepare a check for the 10% earnest money deposit payable to Schrader Real Estate and Auction Company, Inc. The earnest money deposit must be at least ten percent (10%) of the Purchase Price written on the Signature Page of the Real Estate Purchase Agreement.
- (d) Prepare a sealed bid envelope by writing "Sealed Bid for 19006 Lima Rd." and the name and address of the bidder on the outside front of the envelope.
- (e) Place the earnest money check, the entire Real Estate Purchase Agreement (completed, signed and dated by the bidder) and the Office Policy on Agency Relationships (signed and dated) in the sealed bid envelope and send or deliver to the address shown below.

4. In order to submit a bid on the personal property:

- (a) If you are submitting a bid on the real estate and personal property, you may submit your bid on the personal property using the Contingent Personal Property Purchase Agreement or the Non-Contingent Personal Property Purchase Agreement. If you use the Contingent Personal Property Purchase Agreement, your bid on the personal property will be contingent upon: (i) Seller's acceptance of your bid on the real estate; and (ii) the conveyance of the real estate to you at the real estate closing, as provided in Section 2 of the Contingent Personal Property Purchase Agreement. If you use the Non-Contingent Personal Property Purchase Agreement, Seller may accept your bid on the personal property regardless of whether your bid on the real estate is accepted.
- (b) If you are ***not*** submitting a bid on the real estate, you must use the Non-Contingent Personal Property Purchase Agreement.
- (c) Complete, sign and date the Signature Page of the applicable Personal Property Purchase Agreement:
 - i. Write in your bid amount as the Purchase Price on the Signature Page;
 - ii. Provide all requested information pertaining to the Buyer; and
 - iii. Sign as Buyer (or as the authorized officer/agent of an entity identified as Buyer).
- (d) Prepare a check for 100% of the Purchase Price payable to Schrader Real Estate & Auction of Fort Wayne, LLC.
- (e) Prepare a sealed bid envelope by writing "Sealed Bid for Personal Property at 19006 Lima Rd." and the name and address of the bidder on the outside front of the envelope.

- (f) Place the check for the entire Purchase Price and the applicable Personal Property Purchase Agreement (completed, signed and dated by the bidder) in the sealed bid envelope and send or deliver to the address shown below.
5. Send or deliver your sealed bid via overnight courier, U.S. Mail or personal delivery to:
- Attn: Stephanie Swinehart
7009 North River Road
Fort Wayne, IN 46815
6. Your sealed bid must be **received** not later than 12:00 o'clock Noon (EDT) on **Thursday, August 31, 2023**.
7. If your bid is not accepted on or before Friday, September 1, 2023, your check will be returned to you via U.S. Regular Mail at the Buyer's address provided on the Signature Page of the Purchase Agreement submitted with your bid.
8. The submission of a bid constitutes an offer which, if accepted by Seller, shall constitute a binding contract for the sale and purchase of the applicable property in accordance with the terms contained in the applicable purchase agreement(s).
9. **Do not submit a bid unless and until you are familiar with the entire purchase agreement. The terms of the applicable purchase agreement(s) supersede and control over any contrary statement in the marketing materials. If any provision of the applicable purchase agreement(s) conflicts with any other statement in the Sealed Bid Packet or any statement in the marketing materials, the provision of the purchase agreement(s) shall control.**
10. Subject to Section 2 of the Contingent Personal Property Purchase Agreement, Seller reserves the right, in its sole judgment and discretion, to accept or reject any bid (and to waive any irregularity or informality in the submission of any bid).
11. Schrader Real Estate and Auction Company, Inc., and Schrader Real Estate & Auction of Fort Wayne, LLC, and their respective agents and representatives are exclusively the agents of the Seller.

<p>All parties are responsible for consulting with their own respective attorneys regarding this Sealed Bid Packet and/or any document or transaction relating to the property.</p>
--

REAL ESTATE PURCHASE AGREEMENT

This Real Estate Purchase Agreement (this “**Agreement**”) is executed in connection with a sealed bid offering conducted by Schrader Real Estate and Auction Company, Inc. (“**Schrader**”), on behalf of Annette K. Mowery (as the court-appointed Co-Guardian of the person and estate of James R. Myers and the court-appointed Guardian of the person and estate of Marjorie A. Myers) and Timothy J. Myers (as the court-appointed Co-Guardian of the person and estate of James R. Myers) (collectively, “**Seller**”), with respect to the Real Estate (as defined below).

For purposes of this Agreement, “**Buyer**” refers to the party(ies), whether one or more, signing as Buyer(s) on the signature page of this Agreement (the “**Signature Page**”). Buyer acknowledges having received the entire Sealed Bid Packet prepared for this offering (“**Sealed Bid Packet**”), including the Sealed Bid Instructions, the Preliminary Title Evidence, and the Office Policy on Agency Relationships form.

Buyer’s execution and delivery of this Agreement constitutes an offer to purchase the Real Estate (hereinafter referred to as this “**Offer**” or the “**Real Estate Offer**”) which, if accepted by Seller, shall constitute the binding agreement of the parties for the purchase and sale of the Real Estate in accordance with and subject to the terms of this Agreement.

NOW, THEREFORE, Buyer offers and agrees to purchase from Seller and Seller (upon execution and delivery of Seller’s acceptance) agrees to sell to Buyer the Real Estate in accordance with and subject to the following terms and conditions:

1. **Subject of Agreement; Real Estate.** In accordance with and subject to the terms of this Agreement, Buyer offers and agrees to purchase from Seller and Seller (upon execution and delivery of Seller’s acceptance) agrees to sell to Buyer the real estate in Allen County, Indiana located at 19006 Lima Rd., Hometown, IN 46748 and identified as Allen County Parcel # 02-02-06-200-002.000-057, being approximately 4.05 acres of land, together with the improvements and permanent fixtures presently existing on said land (“**Real Estate**”). The washer and dryer are included with the sale of the Real Estate.
2. **Court Approval.** Upon Seller’s acceptance of this Offer, Seller shall seek to obtain the confirmation or approval of this Agreement by the Allen County Superior Court in the Guardianship of James R. Myers (Cause No. 02D03-2108-GU-000190) and the Guardianship of Marjorie A. Myers (Cause No. 02D03-2108-GU-000190). The obligations of the parties under this Agreement are subject to and contingent upon obtaining such confirmation or approval by the Court prior to Closing (“**Court Approval**”).
3. **Purchase Price.** The purchase price for the Real Estate consists of the amount in U.S. Dollars which is written as the Purchase Price on the Signature Page (the “**Purchase Price**”). Prior to the Closing, Buyer shall deliver Good Funds to the company or firm administering the Closing pursuant to Section 12 below (“**Closing Agent**”) in the amount of the Purchase Price, plus expenses charged to Buyer as provided in this Agreement, less applied Earnest Money and any other credits due Buyer as provided in this Agreement. “**Good Funds**” means immediately available funds delivered by confirmed wire transfer to an account designated by the Closing Agent.
4. **Earnest Money.** Concurrently with the execution and delivery of this Offer, Buyer shall deliver an earnest money deposit (“**Earnest Money**”) payable to Schrader in an amount not less than ten percent (10%) of the Purchase Price, to be held in escrow, delivered to the Closing Agent at or prior to Closing, and applied towards the payment of the Purchase Price at Closing. For purposes of the application of this Agreement at any given time, “**Escrow Agent**” refers to: (a) Schrader with respect to all or such portion of the Earnest Money held by Schrader at such time; and/or (b) the Closing Agent with respect to all or such portion of the Earnest Money held by the Closing Agent at such time.
5. **Delivery of Title and Possession.** The title to and possession of the Real Estate shall be delivered to Buyer effective upon completion of the Closing, subject to the Permitted Exceptions and all other terms and conditions of this Agreement. Seller shall furnish at Seller’s expense, and shall execute and deliver at Closing, a Warranty Deed conveying the Real Estate to Buyer, subject to the Permitted Exceptions.
6. **Survey.** A new survey of the Real Estate shall be obtained prior to Closing if and only if: (a) the official(s) responsible for recording the conveyance will not accept the conveyance for recording without a new survey; or (b) Seller elects to obtain a new survey for any other reason in Seller’s sole discretion. If a new survey is obtained: (i) the survey shall be ordered by Schrader; and (ii) the survey shall be sufficient for the purpose of

recording the conveyance, but the type of survey shall otherwise be determined solely by the Seller. The cost of any survey obtained in accordance with this Section shall be shared equally (50:50) by Seller and Buyer.

7. **Preliminary Title Evidence.** Buyer acknowledges having received, prior to making this Offer, a copy of the preliminary title insurance schedules (including preliminary Schedules A, B-I, B-II & C) prepared by Metropolitan Title of Indiana, LLC, dated July 25, 2023 and identified by reference to File Number 4035-232952 (collectively, the “**Preliminary Title Evidence**”), all of which is included with the Sealed Bid Packet. Buyer agrees to acquire the Real Estate at Closing subject to and notwithstanding all matters referenced in the Preliminary Title Evidence (except Liens, if any). “**Liens**” refers to, collectively, any mortgage and/or other monetary obligation attaching as a lien against the Real Estate other than a lien for Taxes not yet due and payable.

8. **Final Title Commitment.** As a condition precedent to Buyer’s obligation to acquire the Real Estate at Closing, Buyer has the right to receive a commitment, dated after this Agreement, for the issuance of a standard coverage ALTA owner’s title insurance policy insuring fee simple title to the Real Estate in the name of Buyer for the amount of the Purchase Price, free and clear of Liens and any other material encumbrance that does not constitute a Permitted Exception (“**Final Title Commitment**”). Unless otherwise mutually agreed in writing, the Final Title Commitment shall be prepared by the same company that prepared the Preliminary Title Evidence. Buyer agrees to accept the Final Title Commitment furnished by Seller notwithstanding: (a) standard exceptions, conditions and requirements; (b) any exception, condition or requirement that Seller intends to satisfy and/or remove (and is in fact satisfied and/or removed) at the time of or prior to Closing; (c) any specific or general exception or exclusion with respect to Minerals; and/or (d) any matter listed, described or revealed in the Final Title Commitment that constitutes a Permitted Exception.

9. **Owner’s Title Policy.** At Closing, Seller shall pay for the cost of issuing a standard coverage ALTA owner’s title insurance policy to Buyer in accordance with the Final Title Commitment (“**Owner’s Title Policy**”). Seller shall not be responsible for the cost of any extended or special title insurance coverage, lender’s title insurance and/or title insurance endorsement. Seller shall reasonably cooperate with respect to the satisfaction of the requirements for issuing the Owner’s Title Policy, as set forth in the Final Title Commitment; provided, however: (a) Buyer is responsible for the satisfaction of any title insurance requirement pertaining to Buyer or the proposed insured or any obligation of Buyer or the proposed insured or any title insurance requirement that can only be (or that reasonably should be) satisfied by Buyer as opposed to Seller (each a “**Buyer-Related Requirement**”); (b) Seller shall have no obligation with respect to and Buyer’s obligations are not contingent upon the satisfaction of any Buyer-Related Requirement or the availability or issuance of any extended or special title insurance coverage, any title insurance endorsement or any other title insurance product other than the Final Title Commitment for the issuance of the Owner’s Title Policy as described in this Agreement; and (c) Seller shall have no obligation with respect to the satisfaction of any title insurance requirement or condition that is contrary to or inconsistent with the provisions of this Agreement.

10. **Permitted Exceptions.** As between Buyer and Seller, Buyer agrees to accept title, possession, the deed, the Final Title Commitment, any title insurance and any survey subject to and notwithstanding any of the following matters (each a “**Permitted Exception**” and collectively the “**Permitted Exceptions**”): (a) existing roads, public utilities and drains; (b) visible and/or apparent uses and easements; (c) existing pipelines, whether or not visible or apparent and whether or not appearing of record; (d) rights and/or claims relating to or arising from any variation between a deeded boundary line and a fence line or other visible occupancy or occupancy line and/or the encroachment of any existing use, structure or improvement over any boundary line; (e) any lien for Taxes not yet due and payable; (f) local ordinances and zoning laws; (g) outstanding reservations, severances and/or other rights with respect to Minerals; (h) any recorded oil and/or gas lease, whether active or not; (i) the provisions of this Agreement and any matter disclosed in this Agreement; and (j) any easement, condition, restriction, and/or other matter (except Liens, if any) appearing of record and referenced in the Preliminary Title Evidence.

11. **Conveyance Requirements.** Buyer’s obligation to purchase and acquire the Real Estate at Closing is contingent upon the satisfaction of the following conditions and requirements (collectively, the “**Conveyance Requirements**”): (a) that Court Approval has been obtained; (b) that Buyer has received the Final Title Commitment in accordance with the provisions of this Agreement; (c) that Seller is able to satisfy the requirements of the Final Title Commitment for the issuance of a standard coverage ALTA owner’s title insurance policy, other than a Buyer-Related Requirement; (d) that Seller is able to convey fee simple title to the Real Estate, free and clear of Liens and any other material encumbrance that does not constitute a Permitted Exception; and (e) that Seller is able to deliver possession of the Real Estate in accordance with the provisions of this Agreement. For purposes of this Agreement,

the title to the Real Estate shall be deemed sufficient and marketable if Seller is able to convey the Real Estate in conformance with the Conveyance Requirements. If Seller is unable to convey the Real Estate in conformance with the Conveyance Requirements: (i) such inability shall constitute a failure of said condition, but not a Seller default; and (ii) either party may terminate this Agreement prior to Closing by written notice to the other; provided, however, prior to any such termination by Buyer, Buyer must give Seller sufficient written notice of the nonconformity to enable Seller to cure such nonconformity and Seller shall have the right to extend the time for Closing, in order to cure such nonconformity, for a period of up to 60 days from the later of the effective date of such notice or the targeted closing date stated in Section 13 below. In the event of termination by either party pursuant to this Section, Buyer shall be entitled to the return of the Earnest Money as Buyer's sole and exclusive remedy.

12. Conditions to Closing. Buyer's obligation to purchase and acquire the Real Estate at Closing is not contingent upon any further inspection, investigation or evaluation of the Real Estate or upon Buyer's ability to obtain any loan or permit. Buyer's obligation to purchase and acquire the Real Estate at Closing is not contingent upon the satisfaction of any condition except: (a) the performance (or tender of performance) of all covenants and obligations which are to be performed by Seller at the time of or prior to Closing according to the express terms of this Agreement; and (b) any condition or requirement the satisfaction of which is made a condition precedent in favor of Buyer according to the express terms of this Agreement (including the condition that Seller is able to convey the Real Estate in conformance with the Conveyance Requirements).

13. Closing. The final delivery and exchange of documents and funds in order to consummate the sale and purchase of the Real Estate in accordance with this Agreement ("**Closing**") shall be scheduled and completed in accordance with this Section. It is anticipated that the Closing will be scheduled by mutual agreement and completed on or before October 16, 2023. In any event, Seller may arrange for the Closing to be held on a date specified in a notice from Seller or Seller's agent to Buyer or Buyer's agent and (subject only to the satisfaction of the conditions described in Section 12 above) Buyer shall be obligated to close on the date specified in such notice if such date is not earlier than October 16, 2023 and at least 7 days after: (a) such notice has been sent; (b) Court Approval has been obtained; and (c) the survey (if applicable) and Final Title Commitment has/have been completed. Unless a different Closing Agent is selected by mutual agreement of the parties confirmed in writing, the Closing shall be held at and/or administered by and through the office of Metropolitan Title of Indiana, LLC, 9604 Coldwater Rd., Suite 105, Fort Wayne, IN 46825 (Tel: 260-497-9469).

14. Seller's Expenses. The following items shall be charged to Seller and paid out of the sale proceeds that would otherwise be delivered to Seller at Closing: (a) the cost of releasing any Liens, if any, and recording the releases; (b) one-half of the fee charged by the Closing Agent to administer a cash closing; (c) one-half of the cost of any survey obtained in accordance with this Agreement; (d) the cost of the standard coverage owner's title insurance; (e) the cost of preparing Seller's transfer documents, including the deed; (f) any sums due Schrader in connection with this transaction; (g) any expense stipulated to be paid by Seller under any other provision of this Agreement; and (h) any expense normally charged to a seller at closing and not specifically charged to Buyer in this Agreement.

15. Buyer's Expenses. The following items shall be charged to Buyer and paid out of Good Funds delivered by Buyer to the Escrow Agent prior to Closing: (a) any expense paid at Closing in connection with a loan obtained by Buyer, including any loan commitment fees, document preparation fees, recording fees, mortgage tax and/or lender's title examination fees; (b) one-half of the fee charged by the Closing Agent to administer a cash closing (and 100% of any additional closing fees due to any loan); (c) one-half of the cost of any survey obtained in accordance with this Agreement; (d) the cost of any extended or special title insurance coverage, lender's title insurance and/or title insurance endorsements requested by Buyer or Buyer's lender; (e) any expense stipulated to be paid by Buyer under any other provision of this Agreement; (f) any closing expense that is customarily charged to a purchaser and is not specifically charged to Seller in this Agreement; and (g) any other expense that is not allocated to Seller according to the terms of this Agreement.

16. Prorated Taxes; Assessments. "Seller's Taxes" refers to: (a) real estate taxes assessed against the Real Estate for the first part of the calendar year in which the Closing occurs, prorated on a calendar year basis to the date of Closing, and all prior years; and (b) any drainage or other special assessments attributed to the Real Estate and last payable without a penalty on or before the Closing date. Any unpaid Seller's Taxes shall be withheld from Seller's proceeds at Closing and paid directly to the county treasurer; provided, however, any portion of Seller's Taxes that is not ascertainable and payable at the time of Closing shall be estimated based on 100% of the amount last billed for a calendar year and the amount thus estimated (to the extent attributed to

the Real Estate for the period up to and including the Closing date) shall be paid via credit against the sums due from Buyer at Closing, with no further settlement or adjustment after Closing. Buyer shall then pay all real estate taxes and assessments due after Closing.

17. **Risk of Loss.** The Real Estate shall be conveyed at Closing in substantially its present condition and Seller assumes the risk of loss and damage until Closing; provided, however, Buyer shall be obligated to acquire the Real Estate notwithstanding the occurrence of any of the following prior to Closing: (a) normal use, wear and tear; (b) loss or damage that is repaired prior to Closing; and (c) loss covered by Seller's insurance if Seller agrees to assign to Buyer all insurance proceeds covering such loss.

18. **Remedies; Buyer Default.** The term "**Buyer Default**" refers to nonperformance, breach and/or default with respect to an obligation of Buyer under this Agreement, including nonpayment (or ineffective or defective payment) of the Earnest Money in accordance with the provisions of this Agreement. In the event of a Buyer Default, the following provisions shall apply:

(a) Seller shall have the right to demand and recover liquidated damages in an amount equal to ten percent (10%) of the Bid Amount. Upon Seller's demand and receipt of such liquidated damages, this Agreement shall be completely terminated in all respects. Buyer acknowledges and agrees that, in the event of a Buyer Default, the amount of Seller's damages would be uncertain and difficult to ascertain and that 10% of the Bid Amount is fairly proportionate to the loss likely to occur due to a Buyer Default. If this liquidated damages provision is adjudicated as unenforceable, Seller may recover and Buyer agrees to pay actual damages (plus expenses and attorney fees).

(b) The Earnest Money shall be applied towards any sums that Seller is entitled to recover from Buyer and, upon Seller's demand, Buyer shall execute and deliver to the Escrow Agent an instrument authorizing the payment of such funds to Seller up to the amount due Seller. If Buyer fails to execute and deliver such authorization, the funds shall remain in escrow until properly adjudicated and Seller shall have the right to recover from Buyer, in addition to any other recovery, all expenses, including reasonable attorney fees, thereafter incurred by Seller in seeking to enforce any right or remedy.

(c) Without limiting the foregoing provisions, Seller's remedies in the event of a Buyer Default shall include the right to terminate Buyer's right to acquire the Real Estate under this Agreement (without prejudice to Seller's right to recover damages, including liquidated damages as provided above) by giving notice of such termination to Buyer. Any such termination shall be effective as of a date specified in a notice of termination from Seller to Buyer (but not earlier than the effective date of the notice). At any time after the effective date of such termination, Seller shall have the absolute and unconditional right to sell the Real Estate free and clear of any right or claim of Buyer whatsoever.

19. **Remedies; Seller Default.** The term "**Seller Default**" refers to the failure of this transaction to close due to nonperformance, breach and/or default with respect to the Seller's obligation(s) under this Agreement; provided, however, if Seller is unable to convey the Real Estate in accordance with the Conveyance Requirements, such inability shall constitute a failure of a condition under Section 11 above, and not a Seller Default. In the event of a Seller Default: (a) Buyer shall have the right to demand and receive a full refund of the Earnest Money; (b) upon such demand and Buyer's receipt of the Earnest Money, this Agreement shall be completely terminated in all respects at such time; and (c) at Buyer's option, at any time prior to such termination, Buyer may elect instead to seek specific performance of Seller's obligations. Buyer's remedies are limited to those described in this Section. Seller shall not be liable for damages of any kind.

20. **Remedies; General.** Notwithstanding any other provision, if this transaction fails to close, the Escrow Agent is authorized to hold the Earnest Money until it receives either: (a) written disbursement instructions signed by Buyer and Seller; (b) a written release signed by one party authorizing disbursement to the other party; or (c) a final court order specifying the manner in which the Earnest Money is to be disbursed. In the event of a lawsuit between the parties seeking any remedy or relief in connection with this Agreement and/or the Real Estate, the prevailing party in such lawsuit shall be entitled to recover its reasonable attorneys' fees and expenses. **TO THE FULL EXTENT PERMITTED BY LAW, BUYER AND SELLER HEREBY WAIVE ANY RIGHT TO A TRIAL BY JURY (TO THE EXTENT THAT SUCH RIGHT NOW OR HEREAFTER EXISTS) WITH REGARD TO THIS AGREEMENT AND/OR THE REAL ESTATE AND/OR ANY CLAIM, COUNTERCLAIM, THIRD PARTY CLAIM OR OTHER ACTION ARISING IN CONNECTION THEREWITH.**

21. **Notices.** Any notice given under this Agreement shall be in writing and in a form which clearly shows an intention to give notice under this Agreement. A notice given to a party under this Agreement shall be sent via email to the email address(es) provided with that party's notification address (as provided below); provided, however, if an email address is not provided with the party's notification address in this Agreement, such notice shall be sent via any commonly-used overnight delivery service (such as overnight delivery via USPS, FedEx or UPS) that includes proof of delivery. A copy of any notice sent by either party (other than a notice sent by Schrader as the agent of Seller) shall be sent to Schrader via email to RD@schraderauction.com. A notice shall be effective immediately as of the first day on which the notice has been sent in accordance with the requirements of this Section (regardless of the date of receipt). A party who fails to provide a proper email address with the party's notification address in this Agreement assumes the risk of receiving a notice after it has become effective. Subject to each party's right to change its notification address (by giving notice of such change to all other parties), the parties' notification addresses are as follows:

If to Seller: C/o RD Schrader, via email to: RD@schraderauction.com

If to Buyer: The Buyer's email address(es) (if any) or regular mail address provided on the Signature Page.

22. **1031 Exchange.** Each party shall reasonably cooperate if another party intends to structure the transfer or acquisition of all or any part of the Real Estate as part of an exchange under §1031 of the Internal Revenue Code ("**Exchange**"). The rights of a party may be assigned to a qualified intermediary or exchange accommodation titleholder for purposes of an Exchange, but the assignor shall not be released from any obligation under this Agreement. No party shall be required to acquire title to any other property, assume any additional liabilities or obligations or incur any additional expense as a result of another party's Exchange.

23. **Agency; Sales Fee.** Schrader and their its agents and representatives are acting solely on behalf of, and exclusively as the agents for, the Seller. Buyer acknowledges receipt of the Office Policy on Agency Relationships which is included with the Sealed Bid Packet. The commission due Schrader shall be paid by Seller pursuant to a separate agreement. Buyer shall indemnify and hold harmless Seller and Schrader from and against any claim of any broker or other person who is or claims to be entitled to any commission, fee or other compensation relating to the sale of the Real Estate as a result of Buyer's dealings with such other broker or person.

24. **Execution Authority.** With respect to any limited liability company, corporation, partnership, trust, estate or any other entity other than an individual or group of individuals ("**Entity**") identified on the Signature Page as a party to this Agreement (or as a partner, member, manager or fiduciary signing on behalf of a party to this Agreement), such Entity and each individual and/or Entity purporting to sign this Agreement on behalf of such Entity jointly and severally promise, represent and warrant that: (a) such Entity has full power and authority to execute this Agreement; (b) all action has been taken and all approvals and consents have been obtained which may be required to properly authorize the execution of this Agreement on behalf of such Entity; (c) the individual(s) purporting to sign this Agreement on behalf of such Entity has/have full power and authority to execute this Agreement on behalf of (and as the binding act of) such Entity; and (d) this Agreement has been properly executed on behalf of (and as the binding act of) such Entity.

25. **Successors and Assigns.** The terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns; provided, however, that no assignment by Buyer (other than an assignment to a qualified intermediary or accommodation titleholder in connection with an Exchange) shall be valid unless approved in writing by Seller and, in any case, Buyer shall not be released from Buyer's obligations by reason of any assignment but shall absolutely and unconditionally guaranty payment and performance by the assignee.

26. **Miscellaneous Provisions.** The meaning ascribed to a particular capitalized term where it appears in this Agreement with quotation marks shall apply to such capitalized term as it is used throughout this Agreement. As used throughout this Agreement, the word "including" shall be construed as "including but not limited to". Time is of the essence of this Agreement. All provisions of this Agreement shall survive the Closing unless and except as otherwise provided or required by the express terms of this Agreement. This Agreement contains the entire agreement of the parties and supersedes any statement, promise or representation made or purportedly made prior to this Agreement by either party and/or their respective agents. Neither party is relying upon any statement or promise that is not set forth in this Agreement. Neither party shall be bound by any purported oral modification or waiver. If any provision of this Agreement is inconsistent with any other statement in the Sealed Bid Packet or any statement in the auction brochure or other marketing materials, the provision of this Agreement

shall control. This Agreement may be executed in multiple counterparts, all of which together shall constitute one and the same instrument. For purposes of the execution of this Agreement, the electronic transmission of a signed counterpart via email, fax or a commonly-used electronic signature service such as DocuSign® shall have the same effect as the delivery of an original signature.

27. Buyer's Acknowledgment of Certain Disclosures and Disclaimers. Buyer acknowledges and agrees that:

(a) Buyer's obligations under this Agreement are not contingent upon the results of any further inspection, investigation or evaluation of the character or condition of the Real Estate or its suitability for any particular use or purpose. Buyer is responsible for having completed all such inspections, investigations and evaluations prior to submitting this Offer. Buyer acknowledges (and represents to Seller) that Buyer has either completed all such inspections, investigations and evaluations or has knowingly and willingly elected to purchase the Real Estate without having done so. In either case, Buyer assumes all risks and agrees to purchase and acquire the Real Estate **"AS IS" and without any warranty of any kind as to its character or condition or its suitability for any particular use or purpose.**

(b) Without limiting the foregoing provisions, Seller, Schrader and their respective agents and representatives disclaim any promise, representation or warranty as to: (i) zoning matters; (ii) environmental matters; (iii) the availability or location of any utilities; (iv) the availability of any permit (such as, but not limited to, any building permit, zoning permit or highway/driveway permit); (v) whether or not the Real Estate is qualified or suitable for any particular use or purpose; and/or (vi) the accuracy of any third party reports or materials provided in connection with this Agreement and/or the marketing of the Real Estate and/or the Sealed Bid Packet.

(c) Seller shall have no obligation before or after Closing with respect to (and Buyer's obligations under this Agreement are not contingent upon obtaining) any permit or approval that Buyer may need in connection with any prospective use, improvement or development of the Real Estate. Buyer acknowledges that Seller has not agreed to perform any work on or about the Real Estate before or after Closing.

(d) The advertised acres, square footage and dimensions are approximate and have been estimated based on property tax information and the existing legal description. No warranty or authoritative representation is made as to the number of acres included with the Real Estate or the size or dimensions of any building or structure. The Purchase Price shall not be subject to adjustment regardless of any acreage, square footage and/or dimensions shown in any survey or other record prepared before or after this Offer.

28. Offer and Acceptance. Buyer's execution and delivery of this Offer constitutes an offer to purchase the Real Estate which may be accepted or rejected by Seller for any reason in the Seller's sole discretion and, if accepted by Seller, shall constitute a binding purchase contract between Seller and Buyer for the sale and purchase of the Real Estate in accordance with the terms and conditions set forth herein. This Offer shall be treated as having been accepted by the Seller only if Seller's acceptance is signed by Seller on the Signature Page. This Offer shall be treated as having been rejected by the Seller only if: (a) Seller has given written notice of rejection to the Buyer; (b) the Earnest Money has been returned to Buyer prior to Seller's acceptance; (c) Seller has accepted another offer for the Real Estate; or (d) Seller has failed to accept this Offer within the time specified in Section 31 below.

29. Personal Property. Except for the washer and dryer, this purchase does not include any of the personal property currently located at the Real Estate ("**Personal Property**"). Unless such Personal Property is purchased by the undersigned Buyer pursuant to a separate agreement, Seller shall remove (prior to Closing) all items of Personal Property from the Real Estate that are not purchased and removed by a third-party purchaser.

30. Personal Property Offer. This Section applies if a separate offer with respect to the Personal Property is submitted by the undersigned Buyer ("**Personal Property Offer**"), whether before, after or concurrently with this Real Estate Offer. If this Section applies, the Personal Property Offer may provide that acceptance of the Personal Property Offer is contingent upon Seller's acceptance of this Real Estate Offer. However, in any event, this Real Estate Offer is not contingent upon Seller's acceptance of the Personal Property Offer. Seller may accept this Real Estate Offer regardless of whether the Personal Property Offer is accepted or rejected by Seller.

31. Expiration of Offer; Acceptance Deadline. This Offer expires unless it is accepted by Seller on or before 11:59 o'clock p.m. (EDT) on **Friday, September 1, 2023.**

[The remainder of this Agreement is contained in the immediately-following Signature Page.]

[Signature Page]

IN WITNESS WHEREOF, in accordance with and subject to the terms and conditions of this Agreement, Buyer offers and agrees to purchase the Real Estate (as defined on page 1 of this Agreement), being the real estate identified as 19006 Lima Rd., Huntertown, IN 46748 (Parcel # 02-02-06-200-002.000-057), for the amount of the Purchase Price written below.

Purchase Price: \$ _____

SIGNATURE OF BUYER: On the _____ day of August, 2023, this Agreement is signed by the undersigned, being the "Buyer" for purposes of this Agreement:

(Printed Name(s) of Buyer(s) (For a business entity, write the full legal name, the type of entity and the state of incorporation / organization))

(By) _____
(Signatures)

(Printed name/s and office or capacity of individual/s signing on behalf of an LLC, corporation or other Buyer entity)

(Buyer's Address) (City, State, Zip)

(Buyer's Telephone Number) (Buyer's Email Address)

(Buyer's Lender, if any, and Lender Contact Info.)

ACCEPTED BY SELLER on the date(s) indicated below:

Signing as the court-appointed Co-Guardian of the person and estate of James R. Myers and the court-appointed Guardian of the person and estate of Marjorie A. Myers:

Sign: _____
(Annette K. Mowery)
Date: _____
Time: ____:____ o'clock __.m.

Signing as the court-appointed Co-Guardian of the person and estate of James R. Myers:

Sign: _____
(Timothy J. Myers)
Date: _____
Time: ____:____ o'clock __.m.

RECEIPT OF EARNEST MONEY: The Earnest Money in the amount of \$ _____ has been received by the undersigned on the date indicated below, to be held in escrow pursuant to the terms of the foregoing Agreement.

SCHRADER REAL ESTATE AND AUCTION COMPANY, INC.

Date Received: _____

By: _____

Print: _____

NON-CONTINGENT PERSONAL PROPERTY PURCHASE AGREEMENT

This Non-Contingent Personal Property Purchase Agreement (this “**Agreement**”) is executed by the party(ies) signing as Buyer(s) (hereinafter “**Buyer**”, whether one or more) on the signature page of this Agreement (“**Signature Page**”) in connection with a sealed bid offering conducted on behalf of Seller by Schrader Real Estate and Auction Company, Inc. with respect to the real estate located at 19006 Lima Rd., Huntertown, IN 46748 in Allen County, Indiana (“**Real Estate**”) and by Schrader Real Estate & Auction of Fort Wayne, LLC (“**Schrader Fort Wayne**”) with respect to the personal property located at the Real Estate (“**Personal Property**”).

“**Seller**” collectively refers to Annette K. Mowery (as the court-appointed Co-Guardian of the person and estate of James R. Myers and the court-appointed Guardian of the person and estate of Marjorie A. Myers) and Timothy J. Myers (as the court-appointed Co-Guardian of the person and estate of James R. Myers).

Buyer’s execution and delivery of this Agreement constitutes an offer to purchase the Purchased Items (hereinafter referred to as this “**Offer**” or the “**Personal Property Offer**”) which, if accepted by Seller, shall constitute the binding agreement of the parties for the purchase and sale of the Purchased Items in accordance with and subject to the terms of this Agreement.

NOW, THEREFORE, it is hereby agreed:

1. **Subject of Agreement; Purchased Items.** In accordance with and subject to the terms and conditions of this Agreement, Buyer offers and agrees to purchase from Seller, and Seller (upon execution and delivery of Seller’s acceptance) agrees to sell to Buyer, the Purchased Items (as defined below). If this Offer is accepted by Seller: (a) Seller agrees not to remove any of the Personal Property from the Real Estate during the period ending on Monday, September 11, 2023 at 5:00 o’clock p.m. (EDT) (“**Load-Out Period**”); and (b) Buyer shall have the right to select and remove (during the Load-Out Period) those Item(s) that Buyer intends to purchase. “**Item(s)**” refers to one or more item(s) of the Personal Property. “**Item**” refers to any particular item of the Personal Property. “**Purchased Items**” collectively refers to those particular Item(s) that are physically removed from the Real Estate by or on behalf of Buyer prior to the expiration of the Load-Out Period.

THE PURCHASED ITEMS ARE SOLD “AS IS”, WITHOUT ANY WARRANTY OF ANY KIND. BUYER IS RESPONSIBLE FOR HAVING INSPECTED AND/OR VERIFIED THE CHARACTER, QUALITY AND CONDITION OF THE PURCHASED ITEMS PRIOR TO SUBMITTING THIS OFFER. IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE ARE HEREBY DISCLAIMED. SELLER AND AUCTION COMPANY SHALL NOT BE LIABLE FOR INDIRECT OR CONSEQUENTIAL DAMAGES.

2. **Purchase Price.** The purchase price for the Purchased Items (“**Purchase Price**”) consists of the amount written as the Purchase Price on the Signature Page. The entire Purchase Price shall be delivered to Schrader Fort Wayne on behalf of Seller concurrently with the delivery of this Offer (but shall be returned to Buyer if this Offer is not accepted in accordance with Section 13 below).

3. **Title.** The title to any particular Item shall be transferred from Seller and shall vest in Buyer immediately and automatically as of the earliest time at which (but not until) both of the following events have occurred: (a) Schrader Fort Wayne has received final and effectual payment of the entire Purchase Price (“**Payment in Full**”); and (b) Buyer has taken possession of such Item. For purposes of this Agreement, Buyer shall be deemed to have taken possession of an Item if and when (but not until) such Item has been physically removed from the Real Estate by or on behalf of Buyer.

4. **Possession.** Buyer shall take possession of the Purchased Items by physically removing the Purchased Items from the Real Estate at Buyer’s sole risk and expense prior to the expiration of the Load-Out Period (but not before making Payment in Full).

5. **Risk of Loss.** Buyer assumes all risk of loss effective immediately upon Seller’s acceptance of this Offer. Therefore, with respect to each Item that Buyer intends to purchase, Buyer should take possession of such Item as soon as possible prior to the expiration of the Load-Out Period.

6. **Load-Out; Indemnification.** Buyer is responsible for loading, removing and transporting the Purchased Items from the Real Estate at Buyer’s sole cost and risk. Buyer assumes all risk of injury to or death of any person and/or any damage to or loss of any property (whether sustained by Buyer, Seller, or any other person or entity) directly or indirectly arising out of or resulting from or sustained in connection with the loading, moving, removing and/or transporting of the Purchased Items (“**Indemnified Loss**”). Buyer shall defend, protect, indemnify and hold harmless an Indemnified Party (as defined below) from and against an Indemnified Loss and any and all liabilities, suits, actions, judgments, costs and expenses, including attorneys’ fees and expenses, incurred by such Indemnified Party in connection with an Indemnified Loss, except to the extent that such Indemnified Loss was caused by the fault of such Indemnified Party. “**Indemnified Party**” refers to Seller, Schrader Fort Wayne, Schrader Real Estate and Auction Company, Inc., any

successor in title with respect to the Real Estate, and the respective agents and representatives of any of the foregoing. If Buyer consists of more than one individual and/or entity, Buyer's obligations under this Section shall be joint and several as between each such individual and/or entity.

7. **Remaining Items.** This purchase does not include any Items that remain at the Real Estate after the expiration of the Load-Out Period ("**Remaining Items**"). Seller shall have the right to dispose of any Remaining Items in any manner. Buyer shall have no right or claim with respect to any Remaining Items.

8. **Remedies; Buyer Default.** For purposes of this Agreement, "**Buyer Default**" refers to any nonperformance, breach and/or default with respect to an obligation of Buyer under this Agreement, including any failure, default, deficiency, defect, dishonor, chargeback, reversal, mistake and/or fraud with respect to the payment and/or delivery of the Purchase Price in accordance with this Agreement ("**Payment Defect**"). In the event of a Buyer Default: (a) Seller shall have the right to exercise and enforce any available remedy; (b) without limiting any other right or remedy, Seller shall have the right to recover from Buyer any and all damages and expenses arising out of or resulting from or incurred in connection with a Buyer Default, including damages for breach of contract, legal expenses, attorneys fees and/or special/exemplary damages for non-payment of a check; and (c) without limiting any other right or remedy (and without prejudice to Seller's right to recover damages and expenses, as provided above), Seller shall have the right to terminate Buyer's right to acquire the Personal Property under this Agreement by giving notice of such termination to Buyer. Any such termination shall be effective as of a date specified in a notice of termination from Seller to Buyer (but not earlier than the effective date of the notice). At any time after the effective date of such termination, Seller shall have the absolute and unconditional right to sell the Personal Property free and clear of any right or claim of Buyer whatsoever.

9. **Remedies; General.** In the event of a lawsuit between or among the parties seeking any remedy or relief in connection with this Agreement and/or the Purchased Items, the prevailing party in such lawsuit shall be entitled to recover its reasonable attorneys' fees and expenses. **THE PARTIES WAIVE ANY RIGHT TO A TRIAL BY JURY OF ANY ISSUE TRIABLE BY A JURY WITH REGARD TO THIS AGREEMENT AND/OR THE SELECTED PERSONAL PROPERTY AND/OR ANY CLAIM ARISING IN CONNECTION THEREWITH.**

10. **Successors and Assigns.** The terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns; *provided, however*, that no assignment by Buyer shall be valid unless approved in writing by Seller and, in any case, Buyer shall not be released from Buyer's obligations by reason of any assignment but shall absolutely and unconditionally guaranty payment and performance by the assignee.

11. **Miscellaneous Provisions.** The meaning ascribed to a particular capitalized term where it appears in this Agreement with quotation marks shall apply to such capitalized term as it is used throughout this Agreement. As used throughout this Agreement, the word "including" shall be construed as "including but not limited to". Time is of the essence of this Agreement. With respect to the Purchased Items: (a) this Agreement contains the entire agreement of the parties and supersedes any statement, promise or representation made or purportedly made prior to this Agreement by either party and/or their respective agents; and (b) neither party is relying upon any statement or promise that is not set forth in this Agreement. Neither party shall be bound by any purported oral modification or waiver of a provision of this Agreement. This Agreement may be executed in multiple counterparts, all of which together shall constitute one and the same instrument. For purposes of the execution of this Agreement, the electronic transmission of a signed counterpart via email, fax or a commonly-used electronic signature service such as DocuSign® shall have the same effect as the delivery of an original signature.

12. **Offer and Acceptance.** Buyer's execution and delivery of this Offer constitutes an offer which may be accepted or rejected by Seller for any reason in the Seller's sole discretion and, if accepted by Seller, shall constitute a binding purchase contract between Seller and Buyer in accordance with the terms and conditions set forth herein. This Offer shall be treated as having been accepted by the Seller only if Seller's acceptance is signed by Seller on the Signature Page. This Offer shall be treated as having been rejected by the Seller only if: (a) Seller has given written notice of rejection to the Buyer; (b) the Purchase Price has been returned to Buyer prior to Seller's acceptance; (c) Seller has accepted another offer with respect to the Personal Property; or (d) Seller has failed to accept this Offer within the time specified in Section 13 below.

13. **Acceptance Deadline.** This offer shall be deemed automatically withdrawn (and the Purchase Price shall be returned to Buyer) if this Offer is not accepted by Seller on or before 11:59 p.m. (EDT) on **Friday, September 1, 2023**. Delivery of the Signature Page with the signatures of Seller (including delivery via electronic transmission as described above) to Buyer and/or an agent or representative of Buyer within the time specified in this Section shall be sufficient to show acceptance by Seller.

[The remainder of this Agreement is contained in the immediately-following Signature Page.]

[Signature Page]

IN WITNESS WHEREOF, Buyer offers and agrees to purchase the Purchased Items (to be selected and removed by Buyer before the expiration of the Load-Out Period in accordance with the terms and conditions of this Agreement) for the amount of the Purchase Price written below.

Purchase Price: \$ _____

SIGNATURE OF BUYER: On the _____ day of August, 2023, this Agreement is signed by the undersigned, being the "Buyer" for purposes of this Agreement:

Printed Name(s) of Buyer(s) / Buyer Entity (For a business entity, print the full legal name, type of entity and state of incorporation / organization.)

[By:] _____
Signature(s) of Buyer(s) and/or individual(s) signing on behalf of any Buyer Entity

Printed Name(s) and Office/Capacity of individual(s) signing on behalf of a Buyer Entity (if applicable)

(Buyer's Address) (City, State, Zip)

(Buyer's Telephone Number) (Buyer's Email Address)

ACCEPTED BY SELLER on the date(s) indicated below:

Signing as the court-appointed Co-Guardian of the person and estate of James R. Myers and the court-appointed Guardian of the person and estate of Marjorie A. Myers:

Sign: _____
(Annette K. Mowery)
Date: _____
Time: ____:____ o'clock __.m.

Signing as the court-appointed Co-Guardian of the person and estate of James R. Myers:

Sign: _____
(Timothy J. Myers)
Date: _____
Time: ____:____ o'clock __.m.

RECEIPT OF PURCHASE PRICE: Schrader Fort Wayne acknowledges receipt of Buyer's check or other form of payment in the amount of the Purchase Price written above on the date indicated below.

SCHRADER REAL ESTATE & AUCTION OF FORT WAYNE, LLC

Date Received: ____ / ____ / 2023

By: _____

Print: _____

CONTINGENT PERSONAL PROPERTY PURCHASE AGREEMENT

(Contingent upon the conveyance of the Real Estate to the undersigned Buyer)

This Contingent Personal Property Purchase Agreement (this “**Agreement**”) is executed by the party(ies) signing as Buyer(s) (hereinafter “**Buyer**”, whether one or more) on the signature page of this Agreement (“**Signature Page**”) in connection with a sealed bid offering conducted on behalf of Seller by Schrader Real Estate and Auction Company, Inc. with respect to the real estate located at 19006 Lima Rd., Huntertown, IN 46748 in Allen County, Indiana (“**Real Estate**”) and by Schrader Real Estate & Auction of Fort Wayne, LLC (“**Schrader Fort Wayne**”) with respect to the personal property located at the Real Estate (“**Personal Property**”). Schrader Real Estate and Auction Company, Inc. and Schrader Fort Wayne are hereinafter referred to collectively as “**Schrader**”.

“**Seller**” collectively refers to Annette K. Mowery (as the court-appointed Co-Guardian of the person and estate of James R. Myers and the court-appointed Guardian of the person and estate of Marjorie A. Myers) and Timothy J. Myers (as the court-appointed Co-Guardian of the person and estate of James R. Myers).

Buyer’s execution and delivery of this Agreement constitutes an offer to purchase all of the Personal Property (hereinafter referred to as this “**Offer**” or the “**Personal Property Offer**”) which, if accepted by Seller, shall constitute the binding agreement of the parties for the purchase and sale of the Personal Property in accordance with and subject to the terms of this Agreement.

This Offer is contingent upon Seller’s acceptance of a separate offer submitted by the undersigned Buyer for the purchase of the Real Estate (“**Real Estate Offer**”), as further provided in Section 2 below.

NOW, THEREFORE, it is hereby agreed:

1. **Subject of Agreement; Personal Property.** In accordance with and subject to the terms and conditions of this Agreement, Buyer offers and agrees to purchase from Seller, and Seller (upon execution and delivery of Seller’s acceptance) agrees to sell to Buyer, the Personal Property.

THE PERSONAL PROPERTY IS SOLD “AS IS”, WITHOUT ANY WARRANTY OF ANY KIND. BUYER IS RESPONSIBLE FOR HAVING INSPECTED AND/OR VERIFIED THE CHARACTER, QUALITY AND CONDITION OF THE PERSONAL PROPERTY PRIOR TO SUBMITTING THIS OFFER. IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE ARE HEREBY DISCLAIMED. SELLER AND AUCTION COMPANY SHALL NOT BE LIABLE FOR INDIRECT OR CONSEQUENTIAL DAMAGES.

2. **Real Estate Offer.** This Offer is contingent upon Seller’s acceptance of the Real Estate Offer submitted by the undersigned Buyer. This Offer may be accepted by Seller only if Seller also accepts the Real Estate Offer. However, the Real Estate Offer may be accepted by Seller regardless of whether this Offer is accepted. If both the Real Estate Offer and this Offer are accepted by Seller and the Real Estate is not conveyed to Buyer in accordance with the Real Estate Purchase Agreement for any reason other than a Buyer Default (as defined in the Real Estate Purchase Agreement), Buyer shall have the right to terminate this Agreement and receive a refund of the Purchase Price for the Personal Property.

3. **Purchase Price.** The purchase price for the Personal Property (“**Purchase Price**”) consists of the amount written as the Purchase Price on the Signature Page. The entire Purchase Price shall be delivered to Schrader Fort Wayne concurrently with the submission of this Offer, to be held in escrow and applied to the Purchase Price at the time of the closing of the Real Estate Purchase Agreement (“**Real Estate Closing**”); provided, however, the Purchase Price shall be returned to Buyer if this Offer is not accepted in accordance with Section 11 below.

4. **Title; Possession.** Provided that Schrader Fort Wayne has received final and effectual payment of the entire Purchase Price: (a) the title to the Personal Property shall be transferred from Seller and shall vest in Buyer immediately and automatically as of the completion of the Real Estate Closing; and (b) delivery of possession of the Personal Property to Buyer shall be effective immediately and automatically as of the completion of the Real Estate Closing.

5. **Risk of Loss.** With respect to the Personal Property: (a) Seller assumes the risk of loss until the completion of the Real Estate Closing; and (b) Buyer assumes the risk of loss effective immediately upon the completion of the Real Estate Closing.

6. **Remedies; Buyer Default.** For purposes of this Agreement, “**Buyer Default**” refers to any nonperformance, breach and/or default with respect to an obligation of Buyer under this Agreement, including any failure, default, deficiency, defect, dishonor, chargeback, reversal, mistake and/or fraud with respect to the payment and/or delivery of the Purchase Price in accordance with this Agreement (“**Payment Defect**”). In the event of a Buyer Default: (a) Seller shall have the right to exercise and enforce any available remedy; (b) without limiting any other right or remedy, Seller shall have the right to recover from Buyer any and all damages and expenses arising out of or resulting from or incurred in connection

with a Buyer Default, including damages for breach of contract, legal expenses, attorneys fees and/or special/exemplary damages for non-payment of a check; and (c) without limiting any other right or remedy (and without prejudice to Seller's right to recover damages and expenses, as provided above), Seller shall have the right to terminate Buyer's right to acquire the Personal Property under this Agreement by giving notice of such termination to Buyer. Any such termination shall be effective as of a date specified in a notice of termination from Seller to Buyer (but not earlier than the effective date of the notice). At any time after the effective date of such termination, Seller shall have the absolute and unconditional right to sell the Personal Property free and clear of any right or claim of Buyer whatsoever.

7. **Remedies; General.** In the event of a lawsuit between or among the parties seeking any remedy or relief in connection with this Agreement and/or the Personal Property, the prevailing party in such lawsuit shall be entitled to recover its reasonable attorneys' fees and expenses. **THE PARTIES WAIVE ANY RIGHT TO A TRIAL BY JURY OF ANY ISSUE TRIABLE BY A JURY WITH REGARD TO THIS AGREEMENT AND/OR THE SELECTED PERSONAL PROPERTY AND/OR ANY CLAIM ARISING IN CONNECTION THEREWITH.**

8. **Successors and Assigns.** The terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns; *provided, however*, that no assignment by Buyer shall be valid unless approved in writing by Seller and, in any case, Buyer shall not be released from Buyer's obligations by reason of any assignment but shall absolutely and unconditionally guaranty payment and performance by the assignee.

9. **Miscellaneous Provisions.** The meaning ascribed to a particular capitalized term where it appears in this Agreement with quotation marks shall apply to such capitalized term as it is used throughout this Agreement. As used throughout this Agreement, the word "including" shall be construed as "including but not limited to". Time is of the essence of this Agreement. With respect to the Personal Property: (a) this Agreement contains the entire agreement of the parties and supersedes any statement, promise or representation made or purportedly made prior to this Agreement by either party and/or their respective agents; and (b) neither party is relying upon any statement or promise that is not set forth in this Agreement. Neither party shall be bound by any purported oral modification or waiver of a provision of this Agreement. This Agreement may be executed in multiple counterparts, all of which together shall constitute one and the same instrument. For purposes of the execution of this Agreement, the electronic transmission of a signed counterpart via email, fax or a commonly-used electronic signature service such as DocuSign® shall have the same effect as the delivery of an original signature.

10. **Offer and Acceptance.** Buyer's execution and delivery of this Offer constitutes an offer which may be accepted or rejected by Seller for any reason in the Seller's sole discretion (provided that the Real Estate Offer is accepted by Seller). This Offer shall be treated as having been accepted by the Seller only if Seller has accepted the Real Estate Offer and Seller's acceptance of this Offer is signed by Seller on the Signature Page. This Offer shall be treated as having been rejected by the Seller only if: (a) Seller has given written notice of rejection to the Buyer; (b) the Purchase Price has been returned to Buyer prior to Seller's acceptance; (c) Seller has accepted another offer for the Personal Property; or (d) Seller has failed to accept this Offer within the time specified in Section 11 below.

11. **Acceptance Deadline.** This offer shall be deemed automatically withdrawn (and the Purchase Price shall be returned to Buyer) if this Offer is not accepted by Seller on or before 11:59 p.m. (EDT) on **Friday, September 1, 2023**. Delivery of the Signature Page with the signatures of Seller (including delivery via electronic transmission as described above) to Buyer and/or an agent or representative of Buyer within the time specified in this Section shall be sufficient to show acceptance by Seller.

[The remainder of this Agreement is contained in the immediately-following Signature Page.]

[Signature Page]

IN WITNESS WHEREOF, Buyer offers and agrees to purchase the Personal Property (currently located at 19006 Lima Rd., Huntertown, IN 46748) in accordance with the terms and conditions of this Agreement for the amount of the Purchase Price written below.

Purchase Price: \$ _____

SIGNATURE OF BUYER: On the _____ day of August, 2023, this Agreement is signed by the undersigned, being the "Buyer" for purposes of this Agreement:

Printed Name(s) of Buyer(s) / Buyer Entity (For a business entity, print the full legal name, type of entity and state of incorporation / organization.)

[By:] _____
Signature(s) of Buyer(s) and/or individual(s) signing on behalf of any Buyer Entity

Printed Name(s) and Office/Capacity of individual(s) signing on behalf of a Buyer Entity (if applicable)

(Buyer's Address) (City, State, Zip)

(Buyer's Telephone Number) (Buyer's Email Address)

ACCEPTED BY SELLER on the date(s) indicated below:

Signing as the court-appointed Co-Guardian of the person and estate of James R. Myers and the court-appointed Guardian of the person and estate of Marjorie A. Myers:

Sign: _____
(Annette K. Mowery)
Date: _____
Time: ____:____ o'clock __.m.

Signing as the court-appointed Co-Guardian of the person and estate of James R. Myers:

Sign: _____
(Timothy J. Myers)
Date: _____
Time: ____:____ o'clock __.m.

RECEIPT OF PURCHASE PRICE: Schrader Fort Wayne acknowledges receipt of Buyer's check or other form of payment in the amount of the Purchase Price written above on the date indicated below.

SCHRADER REAL ESTATE & AUCTION OF FORT WAYNE, LLC

Date Received: ____ / ____ / 2023

By: _____

Print: _____



First American

Schedule A

ALTA Commitment for Title Insurance

Issued by

Metropolitan Title of Indiana, LLC

as issuing Agent for First American Title Insurance Company

File No: 4035-232952

Transaction Identification Data for reference only:

Issuing Agent: Metropolitan Title of Indiana, LLC

Commitment No.: 4035-232952

Property Address: 19006 Lima Rd., Huntertown, IN 46748

Revision:

Issuing Office: 9604 Coldwater Road, Suite 105, Fort Wayne, IN 46825

Issuing Office File No.: 4035-232952

Printed Date: 08/01/2023

SCHEDULE A

1. Commitment Date: July 25, 2023 8:00 AM
2. Policy to be issued:
 - (A) ALTA Owner's Policy (6-17-06)
Proposed Insured: To Be Determined
Proposed Policy Amount: \$500.00
3. The estate or interest in the Land described or referred to in this Commitment is

Fee Simple

4. The Title is, at the Commitment Date, vested in:
James R. Myers and Marjorie A. Myers, husband and wife
5. The Land is described as follows:

See Schedule C attached hereto and made a part hereof



Issued By: Metropolitan Title of Indiana, LLC
For questions regarding this commitment contact;
(260)497-9469 or fax to (260)489-0584
9604 Coldwater Road, Suite 105
Fort Wayne, IN 46825

INSURANCE FRAUD WARNING by First American Title Insurance Company: Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Metropolitan Title of Indiana, LLC, as issuing Agent for First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions.

Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



First American

Schedule BI & BII

ALTA Commitment for Title Insurance

Issued by

Metropolitan Title of Indiana, LLC

as Issuing Agent for First American Title Insurance Company

File No: 4035-232952

Commitment No.: 4035-232952

SCHEDULE B, PART I

Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the interest to the insured, or both, must be properly authorized, executed, acknowledged, proved by a subscribing witness before a notarial officer pursuant to IC 32-21-2-3(a) effective July 1, 2020, and recorded in the Public Records.
5. You must file a Disclosure of Sales Information forms prescribed by the State Board of Tax Commissioners pursuant to I.C. 6-1.1-5.5. The disclosure form must be filed with the county auditor's office prior to recording.
6. You should contact the local municipality to obtain information regarding unpaid sewer and/or municipal assessments that are not a recorded lien against the land. We are not responsible for collecting at closing such unpaid assessments unless otherwise instructed.
7. This commitment is not effective until you provide us with the name of the Proposed Insured(s) and the Policy amount(s). We limit our liability to \$250.00 until you provide us with the Policy Amount(s).
8. Vendor's and/or Mortgagor's Affidavits to be executed at the closing.
9. Effective July 1, 2006, no document executed in the State of Indiana may be accepted for recording unless the document includes the following affirmative statement: "I affirm, under the penalties of perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law (name)." See Indiana Code 36-2-11-15.
10. By virtue of I.C. 27-7-3.6, a fee of \$5.00 will be collected from the purchaser of the policy for each policy issued in conjunction with a closing occurring on or after July 1, 2006. The fee should be designated in the Closing Disclosure and/or Settlement Statement as TIEFF (Title Insurance Enforcement Fund Fee) Charge.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Metropolitan Title of Indiana, LLC, as Issuing Agent for First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions.

Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



First American

Schedule BI & BII (Cont.)

ALTA Commitment for Title Insurance

Issued by

Metropolitan Title of Indiana, LLC

as issuing Agent for First American Title Insurance Company

File No: 4035-232952

11. Note: Effective July 1, 2013 Senate Enrolled Act 370 (P.L. 80-2013) requires title insurance companies to charge a fee for closing protection letters in real estate transaction in which the title insurance company or its authorized agent acts as the settlement agent. In a residential transaction, the closing protection letters are mandatory and must be issued to each party. Insurance Company's fee for closing protection letters is \$25 for a seller's letter, \$25 for a buyer's or borrower's letter and \$25 for a lender's letter.
12. Note: Effective July 1, 2009, HEA 1374 (enacting Indiana Code 27-7-3.7) requires Good Funds for real estate transactions. Funds received from any party to the transaction in an amount of \$10,000 or more must be in the forms of an irrevocable wire transfer. Funds received from any party in an amount less than \$10,000 may be in the form irrevocable wire transfer, cashier's check, certified check, check drawn on the escrow account of another closing agent, or check drawn on the trust account of a licensed real estate broker or other forms of Good Funds as referenced in Indiana Code 27-7-3.7. Personal checks may be accepted as provided under Indiana Code 27-7-3.7.
13. Beginning January 1, 2010, the closing agent is required to report to the Indiana Department of Insurance the names and license numbers of certain real estate professionals participating in each residential real estate transaction. The information must be provided to the closing agent on or before the date of closing. See Indiana Code 6-1.1-12-43(e) and 27-7-3-15.5.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Metropolitan Title of Indiana, LLC, as issuing Agent for First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions.

Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



First American

Schedule BI & BII (Cont.)

ALTA Commitment for Title Insurance

Issued by

Metropolitan Title of Indiana, LLC

as Issuing Agent for First American Title Insurance Company

File No: 4035-232952

Commitment No.: 4035-232952

SCHEDULE B, PART II

Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.
2. Any discrepancies or conflicts in boundary lines, any shortages in area, or any encroachment or overlapping in improvements.
3. Any facts, rights, interests or claims which are not shown by the Public Record but which could be ascertained by an accurate survey of the Land or by making inquiry of persons in possession of the Land.
4. Easements, liens or encumbrances or claims thereof, which are not shown by the Public Records.
5. Any lien, or right to a lien for services, labor or material imposed by law and not shown by the Public Records.
6. Taxes or special assessments which are not shown as existing liens by the Public Records.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Metropolitan Title of Indiana, LLC, as Issuing Agent for First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions.

Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

7. Real estate taxes assessed for the year 2022 are due in two installments payable May 10, 2023 and November 10, 2023:

Parcel No.: 02-02-06-200-002.000-057

May Installment of \$159.38 - shows paid

November Installment of \$159.38 - shows unpaid

Tax Year:

Current Year 2022 due 2023

Land:	\$92,400
Improvements:	\$21,000
Homeowners Exemption:	\$45,000
Mortgage Exemption:	\$0
Supplemental Homestead:	\$11,550
Other Exemption:	\$14,000 (Over 65)

NOTE: The taxes above are lower if tax exemptions are showing. The taxes above will increase if the seller acquired the property within the last two calendar years, and did not refile any exemptions. Contact the local Assessor if you have any questions about the current status of exemptions and how they will affect taxes payable subsequent to closing.

Taxes for the year 2023 due in May and November, 2024.

8. Drainage/Ditch Assessment: Parcel No.: 02-02-06-200-002.000-057 - 0101720 - Krumlauf Drain For the year: 2023; May installment of \$25.00 - shows paid ; November installment of \$25.00 - shows unpaid .
9. James R. Myers, owner of the premises, is a protected person as disclosed by a Guardianship opened on 8/3/2021 in Superior Court 3 of Allen County, Indiana, as Cause No. 02D03-2108-GU-000190 . In said proceedings, Timothy J. Myers and Annette K. Mowery were appointed Co-Guardians of James R. Myers. The Company has examined said proceedings and note the following exceptions:

Rights of Timothy J. Myers and Annette K. Mowery, Co-Guardians of the Estate of James R. Myers.

In order that The Company may be able to insure title to the premises, a conveyance of the premises must be made in accordance with a proper order, entered in the aforementioned proceeding, authorizing the sale of the premises. Upon satisfactory completion of said proceeding and the recording of the Guardian's Deed, The Company's policy will issue free and clear of all rights and interest of James R. Myers and/or the Guardians of James R. Myers.

10. Marjorie A. Myers, owner of the premises, is a protected person as disclosed by a Guardianship opened on 8/3/2021 in Superior Court 3 of Allen County, Indiana, as Cause No. 02D03-2108-GU-000191 . In said proceedings, Timothy J. Myers and Annette K. Mowery were appointed Co-Guardians of Marjorie A. Myers. The Company has examined said proceedings and note the following exceptions:

Rights of Timothy J. Myers and Annette K. Mowery, Co-Guardians of the Estate of Marjorie A. Myers.

In order that The Company may be able to insure title to the premises, a conveyance of the premises must be made in accordance with a proper order, entered in the aforementioned proceeding, authorizing the sale of the premises. Upon satisfactory completion of said proceeding and the recording of the Guardian's Deed, The Company's policy will issue free and clear of all rights and interest of Marjorie A. Myers and/or the Guardians of Marjorie A. Myers.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Metropolitan Title of Indiana, LLC, as issuing Agent for First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions.

Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

11. Terms, conditions and provisions of Waiver of Proximity Damages Agreement dated 10/20/1987, recorded 10/21/1987, in Instrument No. 87-053326.
12. Any limitation on access to and from the land across the limited access facility known as State Road 3.
13. Easement for utilities granted to Indiana & Michigan Electric Company as recorded 6/5/1962 in Book 604, pages 24-25.
14. Right of Way granted to the State of Indiana in document recorded 8/9/1961 in Book 589, pages 484-487 and as amended by Release recorded 12/13/1963 in Book 629, pages 572-573.
15. Rights of the public, the State of Indiana and the municipality in and to that part of the land, if any, taken or used for road purposes, including utility right of way.
16. We do not insure title to any portion of said premises that consists of artificial accretions, avulsions or fill.
17. Right of Way for drainage, flow and maintenance of Krumlauf Ditch as set forth in IC 36-9-27-33.
18. Rights of way for drainage tiles, ditches, feeders, laterals, and legal drains and ditches, if any.
19. Notwithstanding any reference to the acreage or quantity of land described on Schedule C, nothing contained herein insures the quantity of land contained within the boundaries of the land described in Schedule C.
20. Exception is made to potential Barrett Law Assessments not yet confirmed as of the date of this search. The Barrett Law Office should be contacted for further information at (260) 427-1105.
21. The land described herein shall not be deemed to include any house trailer or mobile home located on the premises.
22. Ownership and security interests in any mobile home which may be located on said land.
23. Minerals or mineral rights or any other subsurface substances (including, without limitation, oil, gas and coal), and all rights incident thereto, now or previously leased, granted, excepted or reserved.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Metropolitan Title of Indiana, LLC, as issuing Agent for First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions.

Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



First American

Schedule C

ALTA Commitment for Title Insurance

Issued by

Metropolitan Title of Indiana, LLC

as Issuing Agent for First American Title Insurance Company

File No: 4035-232952

Commitment No.: 4035-232952

The land referred to in this Commitment, situated in the County of Allen, State of Indiana, is described as follows:

Part of the North half of the Northwest Quarter of Section 6 and part of the North half of the Northeast Quarter of Section 6 lying East of the centerline of Lima Road and West of the West right-of-way line of State Road #3 as constructed by Project S-419(5) all in Township 32 North, Range 12 East, Allen County, Indiana described as follows:

Beginning at a nail located at the Intersection of the centerline of Lima Road with the South line of the North half of the North half of said section 6; thence North 88 degrees 39 minutes 32 seconds East on and along said South line (assumed bearing) 620.05 feet to an iron pin on the West limited access right-of-way line of State Road #3; thence on and along the limited access right-of-way line as follows:

North 56 degrees 57 minutes 22 seconds West, 495.34 to a point located 90 degrees and 100.0 feet from Station 610 plus 00; thence North 57 degrees 48 minutes 02 seconds West, 300.00 feet to a point located 90 degrees and 100.0 feet from Station 613 plus 00; thence North 47 degrees 42 minutes 40 seconds West, 158.77 feet to a point located 75.0 feet from Station 614 plus 53; thence South 72 degrees 43 minutes 39 seconds West, 32.74 feet to the End of the limited access right-of-way fence; thence South 16 degrees 59 minutes 25 seconds East, 123.68 feet; thence South 28 degrees 18 minutes 07 seconds East, 99.45 feet; thence South 55 degrees 53 minutes 53 seconds West, 40.0 feet to the centerline of Lima Road; thence South 34 degrees 06 minutes 07 seconds East, 55.43 feet; thence South 23 degrees 34 minutes 07 seconds East on and along the centerline of Lima Road, 291.75 feet to the place of beginning, said in previous deed to contain 4.05 acres more or less.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Metropolitan Title of Indiana, LLC, as Issuing Agent for First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions.

Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

(Indiana)
OFFICE POLICY ON AGENCY RELATIONSHIPS
19006 Lima Rd., Huntertown, IN 46748

(Identification of Property)
Rex D. Schrader II

(Name/s of Schrader Associate/s providing this form)

This form identifies and describes the agency relationships that this Firm and its Associates may have with one or more parties to a prospective sale or lease of real estate in accordance with this Firm's office policy regarding real estate agency relationships in Indiana. As used herein:

"Firm" refers to Schrader Real Estate and Auction Company, Inc.;

"Licensee" means an individual or entity having a salesperson's or broker's real estate license issued by the Ind. real estate commission;

"Associate" refers to a particular individual licensee who is associated with this Firm; and

"Client" means a person who has entered into an agency relationship with and is represented by a licensee in a real estate transaction.

CLIENT RELATIONSHIPS GENERALLY: In connection with a prospective sale or lease, this Firm and its Associates may represent either the seller/landlord or the buyer/tenant. Under Indiana law, a party to a real estate transaction is the client of a licensee who is working with such party unless: (i) there is a written agreement to the contrary; or (ii) the licensee is merely providing assistance or services in the ordinary course of business without compensation. The duties of a licensee to a client are, generally, to fulfill the terms and disclose the nature of the agency relationship, to represent and promote the interests of the client, and to preserve the client's confidential information. Except as otherwise provided in the case of a limited agency, a licensee representing a client owes no duties or obligations to the other party except to treat them honestly and not knowingly give them false information. This Firm may share compensation with a non-affiliated broker who may represent other parties to the transaction whose interests are different or even adverse to those of the client (but this Firm will have no obligation to do so unless otherwise agreed in writing).

LIMITED AGENCY: A limited agent is a licensee who, with the written consent of all parties, represents both the seller and buyer (or both the landlord and tenant) in the same transaction. Thus, a limited agent represents parties whose interests are different or even adverse. In a limited agency, there is no imputation of knowledge or information between any party and the limited agent or among licensees. Without the informed written consent of the parties to the transaction, a limited agent may not disclose:

- (a) any material or confidential information, except adverse material facts or risks actually known by the licensee concerning the physical condition of the property and facts required by statute, rule, or regulation to be disclosed and that could not be discovered by a reasonable and timely inspection of the property by the parties;
- (b) that a buyer or tenant will pay more than the offered purchase price or offered lease rate for the property;
- (c) that a seller or landlord will accept less than the listed price or lease rate for the property;
- (d) what motivates a party to buy, sell or lease the property; or
- (e) other terms that would create a contractual advantage for one party over another party.

This Firm and its Associate(s) will not serve as limited agents in connection with any real estate transaction within the scope of your agency relationship with this Firm unless you and all other parties to the transaction have consented in writing to the limited agency in a separate document. You do not have to consent to a limited agency.

IN-HOUSE AGENCY: In-house agency refers to an agency relationship involving two or more clients who are represented by different licensees within the same real estate firm. Unless all parties have consented to a limited agency, the in-house agency rules will apply if both the seller and buyer (or both the landlord and tenant) are represented by different Associates of this Firm. In an in-house agency relationship, a client is represented only by the individual licensee with whom the client is working, to the exclusion of all other licensees. A principal or managing broker does not represent any party in such transactions unless the principal or managing broker has an agency relationship to personally represent a client. In an in-house agency relationship: (i) a licensee may not disclose material or confidential information obtained from his or her client to other licensees, except to the principal or managing broker for the purpose of seeking advice or assistance for the client's benefit; (ii) a principal broker, managing broker, and any affiliated licensee must take reasonable and necessary care to protect any material or confidential information disclosed by a client to the client's in-house agent; and (iii) a principal broker, managing broker, and an individual licensee possess only actual knowledge and information; there is no imputation of agency, knowledge, or information among or between clients, the principal broker, the managing broker, and licensees.

AUCTION SALES: The Indiana real estate agency relationship rules generally do not apply to the conduct of a sale at public auction by a licensed auctioneer. In any event, however, and notwithstanding any other provision, this Firm and its agents and Associates represent only the seller in connection with the sale of real estate at an auction conducted by this Firm.

ACKNOWLEDGMENT OF SELLER(S), BUYER(S), LANDLORD(S) &/or TENANT(S): By signing below, you acknowledge receipt of this disclosure form. This is not a contract and it does not by itself obligate you to pay any commission to this Firm. Any contract with this Firm will be set forth in a separate document.

(Signature) (Printed Name) (Date) (Time)

(Signature) (Printed Name) (Date) (Time)