

REAL ESTATE TERMS AND CONDITIONS

FOR: W7130 Heram Road, (Town of Holland), Holmen, WI 54636

Auction Terms & Conditions TERMS AND CONDITIONS OF THE AUCTION By registering to bid or placing a bid, you agree to be bound by all of these terms & conditions and any other announced terms and conditions of sale or rules of the site. All internet bidders agree that bids placed on the internet shall have the same legal effect as if they were in attendance at the auction in person. ASK QUESTIONS BEFORE YOU BID. THERE ARE NO REFUNDS AND NO RETURNS!!!. Credit card payments of any kind. Credit card will be required to bid. If you are the high bidder you will be required to write a WB-13 or WB-11 offer to present to the Seller. PLEASE COME TO THE INSPECTION.

LOCATION OF AUCTION: W7130 Heram Road, (Town of Holland), Holmen, WI 54636

REAL ESTATE TERMS AND CONDITIONS

- 1. PROPERTY INSPECTIONS:** All interested bidders are highly encouraged to view the property prior to placing any bids at the auction. The property shall be shown by appointment as well as during scheduled Property Previews. To inspect the property, please RSVP and visit during a Property Preview or contact our agent for a private showing. Jennifer Holliday (608) 343-8080 or email hollidayteam@gmail.com
- 2. BIDDER PACKAGES:** An informational packet relating to the property may be obtained by prospective bidders by contacting Jennifer Holliday (608) 343-8080 or email. hollidayteam@gmail.com Bidder Packages are not designed to replace the bidder's responsibility of conducting their own due diligence with respect to the Auction Property. It is solely a source of information which has been gathered and designed to help Bidders with the inspection and information process.
- 3. BROKER PARTICIPATION:** A Two Percent (2.0%) Buyer's Broker commission will be paid to any properly licensed real estate Broker who 1) registers prior to the end of the auction AND 2) represents a winning buyer, which successfully closes on the property. All commissions (including Buyer's Broker Fees) shall be paid out of closing. To qualify for a Buyer's Broker Commission, the real estate Broker must be a licensed real estate Broker in the state of Wisconsin, who is not prohibited by law from being paid such commission and has completed the required Buyer's Broker Incentive Program form provided by the auction company.
- 4. 8% BUYERS'S PREMIUM:** Eight Percent (8%) Buyer's Premium will be added to the high bid on each property. The total contract price will be equal to the high bid plus the Buyer's Premium.
- 5. PROPERTY CONDITION:** The information given in this auction is subject to inspection and verification by all parties. No liability for its accuracy, errors or omissions is assumed by the Seller, Auctioneer, or its Agent(s). Any information contained in the listing and all related materials are subject to the Terms and Conditions of the Auction Real Estate Sales Contract. The property is being sold "AS IS, Where Is" with all faults. Bidder's complete and thorough inspection of the property is highly recommended prior to placing bids at the auction. Any or all of the properties listed may be withdrawn or modified without notice at any time.
- 6. AUCTION PROCEDURE:** The Auctioneer shall at his sole discretion offer the property in any order, format, group or bid increment, which he determines is in the best interest of the Seller. The Auction will be held live on-site as well as through an online auction simultaneously. The Auctioneer will be live on-site and review all bids placed online.
- 7. AUCTION REGISTRATION:** Bidders will be required to register online prior to the auction ending. You may register by visiting <https://bid.assuredrealtysolutions.com>. Auction terms are presented online for ALL bidders to review prior to bidding. The Seller and Auctioneer reserve the right to refuse admittance to or expel anyone from the auction activities who may create a distraction from the auction, bid rigging, canvassing, soliciting or other reasons deemed necessary by the Auctioneer. Registered bidders must allow enough time for the bidder qualification process, including providing financial documents and required deposits which are outlined below.

8. QUALIFYING TO BID: Registered bidders may be asked to show proof of their financial ability to close. Financing is not a contingency of the sale. The Auctioneer may require a bank statement, a brokerage statement or a financial institution letter showing sufficient funds to close on the purchase up to the amount that you plan to bid.

9. REQUIRED DEPOSIT(S) TO BID: All registered bidders will be required to deposit funds to bid at the auction. A \$100 deposit will be required before approved for bidding. IF YOU ARE THE HIGH BIDDER!!! A \$2,500.00 Non-refundable earnest monies due within 24 hours of acceptance, remainder of Buyers Premium with 72 hours.

A registered bidders may deposit the funds in two ways:

a. The deposit may be placed in the Auctioneer/Broker escrow account by wiring the sufficient funds. Wiring instructions will be provided upon request. The wire must be received prior to the Auctioneer approving the bidder to bid in the auction and may take up to 5 business days.

b. Registered bidders may present a cashier's check to the Auctioneer/Broker. Cashier's checks should be made to Assured Realty Solutions Trust and delivered to Jennifer Holliday PO Box 562 Onalaska, WI 54650. Contact the office prior to delivering the check at (608)343-8080.

10. BIDDER DEPOSIT: For any bidders who are not the high bidder, the deposits will be returned immediately. The cashier's check will be returned immediately to the live bidders. Wire refunds will be initiated within 48 business hours following the completion of the auction.

11. HIGH BIDDER REQUIREMENTS: The high bidder will be required to place (8%) eight percent of the total contract price down as earnest money and sign an Auction Real Estate Sales Contract. Electronic signatures will be collected on the Auction Real Estate Sales Contract through DocuSign and must be completed immediately following the auction. Down payment shall be wired to the Auctioneer/Broker immediately. The balance of the total contract price shall be due from the buyer at closing.

12. FINANCING: The sale is not contingent on Buyer's ability to obtain financing. Buyers should arrange for their financing prior to the auction up to the amount that you plan to bid.

13. CLOSING: Closing shall be on or before Thirty (30) days following the date of the auction. Possession shall be delivered to the buyer at closing. All escrow monies and the closing shall be held at TBD. Their address and phone number: TBD. Seller shall furnish the buyer an Owner's Title Insurance Policy covering the described property, in the amount of the total contract price and shall transfer title with a Warranty Deed. All monies bid/or paid in this auction shall be in U.S. currency.

14. TAXES: The current year's Property Taxes shall be prorated between Seller and Buyer at Closing based upon the amount of taxes for the prior year. All unpaid taxes for prior years, if any, shall be the responsibility of Seller. Buyer shall assume the payment of taxes for the year of Closing and all subsequent years.

15. EASEMENTS AND LEASES: Sale of said property is subject to any and all easements of record and any and all leases.

16. AGENCY: Assured Realty Solutions, Assured Auctions, Representatives, Auctioneers and Employees are Exclusive Agents of the Seller.

17. TECHNOLOGICAL ISSUES: The auction website and/or technology may, from time to time, not operate as intended, at normal speed, with full functionality, or at all. In our sole discretion, the auction website and/or technology may cease to operate for any amount of time, and limitations upon the functionality or use of the Website by the end user may result. Any decision to cease the activity of the Website is solely at the Auctioneer's discretion.

18. DISCLOSURES: The information provided in this auction is subject to inspection and verification by all parties. No liability for its accuracy, errors or omissions is assumed by the Seller, Auctioneer or its Agent(s). Any information contained in the listing and all related materials are subject to the terms and conditions of the Auction Purchase and Sale Agreement. The property is being sold "As Is, Where is" with all faults. Bidder's complete

inspection of the property is highly recommended prior to placing any bids at the auction. Any announcements made on auction day online will take precedence over all printed materials. Any of the properties listed may be withdrawn or modified without notice at any time. The Seller and Auctioneer reserve the right to refuse admittance to or expel anyone from the auction activities who may create a distraction from the auction, bid rigging, canvassing, soliciting or other reasons deemed necessary by the Auctioneer. All monies bid and/or paid in this auction shall be in U.S. currency.

19. Bidder and his or her agents and employees are responsible for any damage they may cause or liability that may attach from any of their actions on or around the auction site and premises when attending the exhibition, sale or removal of merchandise. Bidder and his or her agents and employees agree to assume all risks of damage to person or property. Bidder and his or her agents and employees specifically release and indemnify Holliday LLC, unknown within contract as (ARS) Assured Realty Solutions & Assured Auctions and Jennifer A Holliday from any liability and causes of action.

20. ARS is providing internet only bidding for this auction. Bidder acknowledges and understands that this service may or may not function correctly at any time, including the auction closing time. Under no circumstances shall Bidder have any kind of claim against ARS or anyone else if the internet service fails to work correctly before or during the auction closing time. ARS will not be responsible for any missed or failed bids from any source. Internet bidders who desire to make certain their bid is acknowledged should place their maximum bids at least two hours prior to the auction closing time. ARS reserves the right to withdraw or re-catalog items in this auction. In the event of any software problem, mistake or other issue, ARS reserves the right to extend the closing times, change the extension time, stop, restart or cancel this auction at its sole discretion. Even though an item may display as "sold" on the internet, no sales are final until they are certified by ARS and Bidder receives an invoice. ARS reserves the right to cancel any or all sales and resell the items in whatever manner it chooses.

21. The bids are advanced at pre-set increments available on the bidding web page which may be changed at any time in ARS's sole discretion. ARS may accept items with secret reserves prices. The seller and ARS reserve the right to bid on behalf of the seller on items on which there may be a reserve price. ARS may reject or cancel any bid for any reason. The record of the auction made by ARS shall be conclusive. This is a Public Auction and as such, all qualified bidders may bid including ARS owners, family members and employees.

22. ARS may refuse registration and bidding privileges to anyone for failure to pay previous auction invoices, failure to provide a valid credit card or any other reason. Bidder hereby agrees that ARS may share information about Bidder's non-payment of auctioneer invoices or shipping charges with other parties and may pursue collection of balances due by any legal means. Bidder agrees to provide any identification ARS may request including but not limited to: driver's license, Social Security card or Passport. Bidder agrees to comply with any stated additional terms or conditions associated with particular items.

23. Bidder agrees that this agreement shall be governed by the laws of the state of Wisconsin and hereby grants sole jurisdiction and agrees to submit to the personal jurisdiction and venue of a court of subject matter jurisdiction located in Monroe County, Wisconsin. Both parties waive any right to a jury trial and hereby agree to a bench trial before a judge. This agreement shall be governed in all respects by the laws of the State of Wisconsin. If for any reason, a court of competent jurisdiction finds any part of this agreement to be invalid or unenforceable, that part will be enforced to the maximum extent permissible to affect the original intent of this agreement. If a part is found to be invalid or unenforceable, the remainder of this agreement shall continue in full force and effect. Such invalid or unenforceable part will be deemed severable from the other parts here and will not affect the validity or enforceability of the remaining parts. In the event of any litigation arising out of this Contract, the court shall award the prevailing party all reasonable costs and expenses, including reasonable attorney's fees.

24. By registering for this auction you agree to be added to ARS's email list. Each email we send has an easy

unsubscribe link at the bottom of the email. Please do not report our emails as spam. Photo, video and audio recording is being made at all auction exhibitions and removal events. Bidder hereby agrees that ARS may use Bidder's likeness, recorded at these events, for any purpose. We hope you enjoy our auction and are able to make many advantageous purchases.

Jennifer Holliday - Assured Realty Solutions, Assured Auctions

Merchants Data Solutions, Inc. SERVICE TERMS AND CONDITIONS ACCEPTANCE OF TERMS Merchants Data Solutions, (the makers of Auction Wave bid, and Bid wrangler) hereafter referred to as "Merchants"), provides its service to you, subject to the following Terms & Conditions ("TAC"), which we may update from time to time without notice to you. The most current version of the TAC can be found at any time by visiting the link: (Merchants) USE AND REGISTRATION Our services are available only to and may only be used by individuals who can form legally binding contracts under applicable law. Without limiting the foregoing, our services are not available to children (persons under the age of 18) or to temporarily or indefinitely suspended members. If you are under the age of 18, you can use this service only in conjunction with, and under the supervision of your parents or guardians. If you do not qualify, please do not use our service. If you are registering as a business entity, you represent that you have the authority to bind the entity to the TAC. REGISTRATION OBLIGATIONS In consideration of your use of the Service, you agree to: (a) provide true, accurate, current and complete information about yourself as prompted by the Service's registration form (such information being the "Bidder Information") and (b) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or Merchants has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, Merchants has the right to suspend or terminate your account and refuse any and all current or future use of the Service (or any portion thereof). DESCRIPTIONS OF SERVICE Merchants provides the following services under the Wave bid & Bid Wrangler trademarks: Integrated Web Service (for auctioneers), internet bidding (absentee, online-only, & webcast). You can learn more about these services in the following sections. BID WRANGLER INTERNET AUCTION PLATFORM & WEB SERVICE DESCRIPTION Merchants provides the Wave bid & Bid wrangler Internet Auction Platform & Web Service ("HWS") under the Bid wrangler trademark as a software solution for auctioneers wishing to extend the audience of their live auctions to the internet. The HWS provides various features including internet absentee bidding, internet-only auctions, and webcast auctions. The HWS is able to changes its appearance to coincide with the website that it is powering. Accordingly, the HWS powers the www.hibid.com website as well as numerous Bid Wrangler customer websites. This ability to change appearance is a feature of the HWS. Much like internet merchant account providers can host a secure web page for a vendor to easily process payments, the HWS hosts certain portions of the auctioneer's website to easily enable advanced features such as internet bidding. INTERNET ABSENTEE BIDDING Internet absentee bidding allows you to place a bid for an item in advance of an auction. This allows you to place bids on lots without actually attending the auction. INTERNET-ONLY AUCTIONS Internet only bidding allows you to place a bid for an item prior to the auction lot closing online. In an internet-only auction there is no live auction. WEBCAST AUCTIONS Webcast auctions allow you to bid in real-time against other bidders or place pre-bids prior to a lot going "live". Lots are sold in accordance with the Auctioneer's terms and conditions which are accessible from each lot's page. It is your responsibility to read and accept the Auctioneer's terms and conditions prior to placing your bid. When you place a bid you are agreeing to be bound by the Auctioneer's & Merchants terms and conditions. By placing a bid you are entering into a legally binding and enforceable contract. Please keep in mind that you are bidding against other internet bidders as well as floor bidders, phone bidders, and regular absentee bidders (this list does not constitute a complete list of bidder types but does highlight the common bidder channels). The auctioneer, at their discretion, can approve or deny bidders. The auctioneer reserves the right to accept or deny bidders for any reason. Prior to approval the auctioneer may contact you to determine your credit worthiness. If the auctioneer approves your bid, the auctioneer will then process your bid in accordance with their terms and conditions. Should your bid for a lot prove successful, the auctioneer may contact you to arrange for payment & shipping (if applicable). If the auctioneer required registration via a credit card, the auctioneer reserves the right to process your winning bids to the credit card provided during registration. Merchants, through the Wave bid & Bid wrangler products & services, facilitates the internet bidding process

between the Auctioneer & the bidder. Merchants is in no way a party to the transaction. Because Merchants is not a party to the transaction, you accept that you will have no claim or cause of action against Merchants in respect of the sale (or non-sale) of any Lot. If you have a dispute with an Auctioneer or another user of the Service with regard to the sale (or non-sale) of any Lot you agree that Merchants, its officers, agents, employees will not be liable for losses (including, but not limited to, loss of profits, special loss, indirect loss and consequential loss), costs, damages, liabilities, claims, demands and expenses of any kind arising out of or connected with such dispute. You also accept that none of the aforementioned are under any obligation to take any action to resolve any dispute between you and an Auctioneer. Merchants is not responsible for any typographical, pictorial or technical errors in information about Lots on the Site as provided by Auctioneers. Merchants does not evaluate Lots and does not act as a specialist or expert on any related subject matter. Merchants makes no warranties or representation of any kind or nature with respect to Lots (including but not limited to representations or warranties as to the accuracy of description, genuineness, quality, authorship, attribution, provenance, period, culture, source, origin or safety). If you have any questions, e-mail the Auctioneer directly. In particular, make sure that you understand the Auctioneer's payment terms and shipping terms.

BIDDING The Service requires you to login with your username and password prior to placing a bid on a Lot. Making bids with false information or with stolen credit card information is prohibited and illegal. Your user name and password are required in order to place internet bids. Making bids in a false name or with an invalid or stolen credit card is prohibited. Each bid carries the computer coding of the Internet provider which allows the individual user to be traced and Merchants may at its discretion release this information to enable legal action to be taken. Merchants may, in its entire discretion, refuse or remove bids where it suspects that bids contravene this prohibition. By placing a bid, you are making a binding and irrevocable offer to purchase the Item at any price up to the maximum bid amount you submit. If you win, you must complete the transaction, subject to any contractual right or other right at law to rescind the contract in certain circumstances. Failure to complete transaction without lawful reason is not only a breach of your contract with the Seller but also a breach of this User Agreement. The amount bid can be increased but cannot be decreased. The auctioneer may, at their discretion, allow you to withdraw and resubmit a bid in the case of bids containing an obvious typographical error. You may forward a request to withdraw a bid and resubmit a correct bid by immediately sending an email to the auctioneer, however, there is no guarantee that any bid will be withdrawn. Although Merchants will use best efforts to forward all bids, Merchants does not accept any responsibility for lost bids or problems with the recipient auctioneer's ability to process your bid. Moreover, Merchants cannot guarantee that bids received will be processed by the individual auctioneers. Please note that Merchant's role is limited to the provision of the Site for dissemination and publication of information provided by the Sellers.

THE WINNING BID The winning bid in an auction will be the highest bid that exceeds any reserve (if a reserve exists). In the case of equal bids, the earliest bid received will be the winning bid. If a higher bid is subsequently withdrawn or removed, then the auctioneer shall have the right to accept the next highest bid.

NOTICE OF END OF SALE, PAYMENT & SHIPPING After the sale has ended, the auctioneer will notify the winning bidder via phone, fax or mail that they have won. If you do not receive notice that you have made the winning bid and think that you are the top bidder, you should check with the auctioneer directly. You will make all payment for Items to the auctioneer in accordance with their terms and conditions.

BUYER'S PREMIUM, TAXES AND DUTIES If you are a successful bidder, you are responsible for paying any buyer's premium, taxes and duties (including any VAT, sales tax and import duties) that may be imposed on the final price paid for an Item. Accordingly, it is your responsibility to check the applicable taxes and duties that may be imposed on an Item prior to bidding for it.

PRIVACY We do not sell or rent your personal information to third parties for their marketing purposes without your explicit consent and we only use your information as described in the Privacy Policy.

COPYRIGHT All material and content as provided by the Service is protected by copyright and similar rights. You cannot use or make available any of that material for any commercial purpose.

SPECIAL ADMONITIONS FOR INTERNATIONAL USE Recognizing the global nature of the Internet, you agree to comply with all local rules regarding online conduct and acceptable content. Specifically, you agree to comply with all applicable laws regarding the transmission of technical data exported from the United States or the country in which you reside.

DISCLAIMER OF WARRANTIES You expressly understand and agree that:

- a. Your use of the service is at your sole risk. The service is provided on an "as is" and "as available" basis. Merchants expressly disclaims all warranties of any kind, whether express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement.
- b. Merchants makes no warranty that (i) the service will meet your requirements, (ii) the service will be

uninterrupted, timely, secure, or error-free, (iii) the results that may be obtained from the use of the service will be accurate or reliable, (iv) the quality of any products, services, information, or other material purchased or obtained by you through the service will meet your expectations, and (v) any errors in the software will be corrected.

c. Any material downloaded or otherwise obtained using the service is done at your own discretion and risk and that you will be solely responsible for any damage to your computer system or loss of data that results from the download of any such material. d. no advice or information, whether oral or written, obtained by you from Merchants or through or from the service shall create any warranty not expressly state in the TAC. **LIMITATION OF LIABILITY** You expressly understand and agree that Merchants shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if Merchants has been advised of the possibility of such damages), resulting from: (i) the use or the inability to use the service; (ii) the cost of procurement of substitute goods and services resulting from any goods, data, information or services purchased or obtained or messages received or transactions entered into through or from the service; (iii) unauthorized access to or alteration of your transmissions or data; (iv) statements or conduct of any third party on the service; or (v) any other matter relating to the service. **EXCLUSIONS AND LIMITATIONS** Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the above limitations of the previous two sections titled 'Disclaimer of Warranties' and 'Limitation of Liability' may not apply to you. **INDEMNITY** You agree to indemnify and hold Merchants harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your breach of this Agreement or the documents it incorporates by reference, or your violation of any law or the rights of a third party. **LEGAL COMPLIANCE** You shall comply with all applicable domestic and international laws, statutes, ordinances and regulations regarding your use of our service and your bidding on, listing, purchase, solicitation of offers to purchase, and sale of items. **GENERAL INFORMATION** The TAC constitutes the entire agreement between you and Merchants and govern your use of the Service, superseding any prior agreements between you and Merchants. The TAC and the relationship between you and Merchants shall be governed by the laws of the State of Florida without regard to its conflict of law provisions. You and Merchants agree to submit to the personal and exclusive jurisdiction of the courts located within the county of Marion, Florida. The failure of Merchants to exercise or enforce any right or provision of the TAC shall not constitute a waiver of such right or provision. If any provision of the TAC is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the TAC remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or the TAC must be filed within one (1) year after such claim or cause of action arose or be forever barred.