AUCTION TERMS AND CONDITIONS

PROCEDURE: 144 +/- Acres will be offered to the public on September 3, 2026, 6 PM, at the Hardin County Armory, 128 N. Main Street, Kenton, OH 43326. There will be open bidding on the land as determined by the auctioneer. This will be a multiparcel auction, and all tracts will sell individually in combination, or as a whole.

ONLINE BIDDING: *Register to bid at http://www.oakridgelandandfarm.com*. Potential bidders may utilize online bidding by using Oakridge Realty & Auction Company's online auction platform via the internet. Any bidder participating online acknowledges and agrees that registration with the online bidding platform and acceptance of all applicable platform terms and conditions are prerequisites to bidding. By using Oakridge Realty & Auction Company's online auction platform, bidders acknowledge and agree Oakridge Realty & Auction Company, its affiliates, officers, agents, and contractors, and the sellers (executors) are not responsible in any way for interruptions in internet service, platform malfunctions, software malfunctions, system failures, power outages, communication delays, or any other technical issues affecting a bidder's ability to participate in the auction. The auctioneer reserves the right to refuse, suspend, or revoke online bidding privileges at any time and for any reason. In the event of any dispute concerning online bids, the records and determination of Oakridge Realty & Auction Company shall be final and binding.

Online bids shall have the same force and effect as bids submitted in person. By submitting a bid electronically, a bidder makes an irrevocable offer to purchase the property in accordance with the terms and conditions of the purchase contract, these terms and conditions, and all announced auction terms. The successful online bidder shall execute all required purchase documentation and deliver the required down payment within the time prescribed. Failure to timely execute the required documents or deliver the required down payment shall constitute a default, and the bidder shall be subject to all remedies available to sellers (executors) and Oakridge Realty & Auction Company under the purchase agreement, these terms and conditions, and applicable law.

DOWN PAYMENT: 10% down payment on the day of auction per tract. The down payment must be by personal check, corporate check, or cashier's check. **BIDDING IS NOT CONDITIONAL UPON FINANCING**. You must have your financing arranged and be capable of paying cash at closing.

ACCEPTANCE OF BIDS: All successful bidders will be required to enter into a written purchase agreement with the sellers (executors) immediately following the sale, on site. All final bids are subject to the seller's (executor's) acceptance or rejection.

EVIDENCE OF TITLE: The seller will provide a preliminary title opinion, certificate, or report to be made available to prospective bidders for review prior to bidding. If any buyer elects to purchase title insurance, the cost thereof will be at buyer's sole expense. Seller will convey title free and clear of liens, but otherwise subject to all easements and matters of record. The property is being sold "AS IS."

DEED: Seller shall provide a general warranty deed (with release of dower, if applicable) or, if applicable, a fiduciary deed.

CLOSING: The balance of the purchase price is due at closing, which will take place within 30 days after the auction.

POSSESSION: Possession upon recording of deed, subject to 2026 crop harvest.

REAL ESTATE TAXES: Taxes will be prorated to the date of closing using the method customarily used in the county in which the property is located.

PROPERTY INSPECTION: Potential purchasers are responsible for conducting their own inspection of the property and any due diligence, inquiries, and inspections will be conducted at their own risk. Sellers (executors) disclaim any and all responsibility for the bidder's safety during any physical inspection of the property. The property is being sold "AS IS."

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

SURVEY: Tract 1 will have a new legal description prior to auction. If tract 4 sells individually, seller will provide a new legal description. All other tracts will be transferred with existing legal descriptions.

AGENCY: Oakridge Realty & Auction Company and its representatives are sole agents for the seller.

DISCLAIMER & ABSENCE OF WARRANTIES: All information contained in this brochure and all related materials are subject to the terms and conditions in the purchase agreement. The properties are being sold on an "AS IS, WHERE IS" basis and no warranty or representation, either expressed or implied, concerning the property is made by the seller (executor) or Oakridge Realty & Auction Company. All sketches and dimensions in this brochure are approximate. Each potential bidder is responsible for conducting his or her own independent inspections, investigations, inquiries, and due diligence concerning the property. The information contained in this brochure is subject to verification by all parties. No bidder or potential purchaser has the right to rely on any information contained in this brochure or any related materials. No liability for its accuracy, errors, or omissions is assumed by the seller or Oakridge Realty & Auction Company.

ANY ANNONCEMENTS MADE DAY OF SALE TAKE PRECEDENCE OVER PRINTED MATERIAL.

Auctioneer: Kevin Miller (567-712-0911) Licensed & Bonded in favor of State of Ohio.

Seller: Cheryl & Robert Marshall