



Buyer _____

Bidder # _____

Seller _____

Auction # 20-1228 KW

ADDENDUM

DATE: December 28, 2020 1:00PM

OWNER: Old Fort United Methodist Church

1. All bidding is open to the public. The auction representatives are available to assist you.
2. The property will be offered in 1 individual tract and as a total 98.098± acre unit. There will be open bidding on the entire property as determined by the auctioneer until the close of the auction.
3. Bidding will be on a lump sum basis. Minimum bids and increments of bidding are at the sole discretion of the Auctioneer.
4. The Seller is present, and we anticipate that the top bid(s) at the close of the auction will be accepted. The final bid(s), however, are subject to the Seller's acceptance or rejection.
5. 10% down is due at the close of the auction. The down payment may be made in the form of cashier's check, personal check, or corporate check. Ohio Law states that the down payment must be deposited in the Broker's non-interest-bearing trust account within 24-48 hours after receipt of such funds. **Your bidding is not conditional upon financing, so be sure you have arranged financing, if necessary, and are capable of paying cash at closing.**
6. The closing will be held on or before Friday, February 12, 2021, (or as soon as possible thereafter upon completion of Seller's closing documents) at the office of Beck & Martin LLC, Sean A. Martin, Attorney at 102 E Findlay St, Carey, OH 43316, or mutually agreed location. The closing agent's fee for an administered closing will be shared equally between Buyer and Seller. Buyer will pay any closing charges due to Buyer securing a mortgage.
7. At closing, Seller will furnish the deed and will update title evidence (at Seller's expense) in accordance with Sections 3 of the Agreement to Purchase in your Bidder's Packet. If Buyer elects to purchase title insurance, the cost will be at the Buyer's sole expense.
8. A preliminary certificate of title dated December 4, 2020, has been prepared by Sean A. Martin, Attorney at Law and is available for your review in the Auction Information Area.
9. The Buyer(s) will assume the Real estate taxes for the calendar year 2021 due and payable in 2022 and thereafter.
10. The real estate has been taxed at a reduced Current Agricultural Use Value (CAUV). Buyer(s) will be responsible for the payment of any CAUV recoupment taxes if Buyer(s) converts the property to a non-agricultural use or otherwise takes any action that would disqualify the property for CAUV or fails to take any necessary action to qualify the property for CAUV.

11. Buyer(s) will assume and pay all assessments, if any, that are last payable without a penalty after the date of closing.
12. Possession will be delivered at closing.
13. Hank and Associates Inc Surveyor has completed a new survey and legal description on the property indicating 98.098 +/- acres. These documents are available for your review in the auction information area. It is expected that this new survey and legal description will be sufficient to convey the property.
14. Boundary lines and auction tract maps shown in the auction marketing materials are approximations. They are not provided as survey products.
15. An Ohio Agricultural Easement by The Ohio Department of Agriculture, Office of Farmland Preservation and The Black Swamp Conservancy is recorded on the entire property. The Easement is intended to be in perpetuity. Pursuant to paragraph 14 of the Easement the buyer and seller will be required to notify the ODA and Black Swamp Conservancy by certified mail within 15 days after the closing of the property transfer. These documents are available for your review in the auction information area. For specific questions on the Easement contact Rob Krain www.blackswamp.org or 419-833-1025. (See Agreement to Purchase Real Estate, Item #15)
16. There are 2 Conservation Reserve Program Contracts existing on the property. Contract number 1537B CREP Ohio Lake Erie expiring 09-30-2023 consisting of 5.50 acres and an annual payment of \$758.00. Contract number 11108 SAFE Ohio Grasslands for Pheasants expiring 09-30-2025 consisting of 1.53 acres and an annual payment of \$247.00. The Buyer is solely responsible to fulfill the requirements of the Seneca County Farm Service Agency to transfer the contracts. The Buyer agrees to accept and assume all obligations of the contracts including but not limited to any re-enrollment requirements. The Buyer agrees to perform all requirements for the assignment of the CRP contract within 15 days following the closing and to indemnify the seller. These documents are available for your review in the auction information area. (See Agreement to Purchase Real Estate Item #14)
17. At the close of the auction, each Buyer will be required to execute a purchase contract in the form of the Agreement to Purchase Real Estate and Addendum provided in each Bidder's Packet. The terms of these documents are non-negotiable. You will be closing on the individual tracts or the entire property in the manner in which you successfully bid at the auction.
18. The Agency Disclosure, and the Consumer Guide to Agency Relations are posted in the Auction Information Area. Buyer(s) will be required to sign these forms at the close of the auction.
19. The Wendt Group, Inc. and its agents are exclusively the agents of the Seller. Any commission or fees charged by an agent representing a Buyer will be at such Buyer's expense.
20. If Buyer so requests, Seller will reasonably cooperate with Buyer's efforts to structure the acquisition of the property as part of a like-kind tax-deferred exchange under Section 1031 of the Internal Revenue Code. Buyer's rights may be assigned to a qualified intermediary for this purpose. However, no such assignment releases Buyer from obligations under the purchase contract. Buyer will also guarantee full and timely performance of the obligations within the purchase contract. Seller will not be required to acquire title to any other property, assume any additional liabilities or obligations, or incur any additional expense as a result of Buyer's exchange.
21. Your bids are to be based solely upon your inspection. All property is sold "AS IS" without any warranty. Any and all items of personal property are not included in this Auction. Seller and Auction

Company make no warranty with respect to: Any specific zoning classifications or qualifications for specific use or purpose; availability or location of utilities; availability of building, driveway, water, or septic permits; or any information or materials prepared or provided by any third party regarding the auction property.

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

23. Time is of the essence. All terms and conditions of the Agreement to Purchase Real Estate and this Addendum will survive the closing. If any provision of this Addendum is incompatible with the provision of the Agreement to Purchase, this Addendum will control.

ANY ANNOUNCEMENTS MADE BY THE AUCTIONEER WILL TAKE PRECEDENCE OVER ANY PRINTED MATERIAL.