

## AUCTION PARTICIPATION AGREEMENT

### 1. DEFINITIONS

*Agreement* - Refers to this Auction Participation Agreement, as amended from time to time.

*Auction* - Refers to an online simulcast in which one or more Properties are made available to Bidders for purchase.

*Auctioneer* - Refers to Indiana Land and Lifestyle, LLC ("ILL"), and/or its Website. The Auctioneer is acting on behalf of the Seller.

*Bidder* - Refers to a prospective purchaser at Auction that has registered under the terms of this Agreement. Each Bidder will have a unique User Identification and password to access, and bid, at the Auction.

*Broker/Agent* - Refers to a real estate broker or real estate salesperson that is licensed in the jurisdiction in which the Property is located and who represents a Bidder.

*Business Day* - Refers to any day that is not a Saturday, Sunday or federal holiday.

*Buyer's Premium* - With respect to each Property offered at Auction, refers to the amount that is payable by the Winning Bidder to the Auctioneer for the Auctioneer's own account. Unless otherwise noted in the Property Details Page for a particular Property, the Buyer's Premium is added to the amount of the Winning Bid to determine the Total Purchase Price.

*Event* - Refers to the event, conducted either in an online format or through a live event, allowing a Bidder to bid for Properties.

*Extended Closing* - Refers to a transaction in which the Seller has agreed to delay the original closing date specified in the Purchase Agreement pursuant to terms set forth in such Purchase Agreement.

*Family Member* - Refers, but is not limited, to a spouse, domestic partner, parent, sibling, child, stepchild, grandchild, or grandparent.

*Highest Bid* - With respect to each Property offered at Auction, refers to the final, highest bid that is received and acknowledged by the Auctioneer and submitted to the Seller for review, consideration and acceptance.

*Highest Bidder* - With respect to each Property offered at Auction, refers to the individual and/or entity whose bid during the Auction Event is the highest bid received and acknowledged by Auctioneer.

*Negotiated Bid* - With respect to any Property offered at the Auction, refers to the final amount accepted by Seller following post-Auction negotiations between the Seller and the Bidder who made the Highest Bid at the Auction when such Highest Bid was less than the Reserve Price.

*Occupied* - Refers to any Auction Residential Property marketed where Bidder assumes all responsibility and liability for any occupancy and assumes all responsibility, liability, and cost of taking possession, including eviction.

*Person* - Refers to a natural person, trust, association, non-profit organization, corporation, limited liability company, partnership, and any other entity.

*Pre-Auction* - Offers that may only be made up to 48 hours before the start of the Auction Event. During this time, Pre-Auction offers may be reviewed and potentially accepted, up to the time of the start of the Auction Event.

*Property or Properties* - Refers to real property or mortgage notes relating to real property that is subject to Auction on the Website.

*Property Details Page* - The page on the Website that holds information, including without limitation MLS listing information, any listing agreement and photos, pertaining to the Property.

*Purchase Agreement* - Refers to the documents that a Winning Bidder is required to execute (including all addenda) that are in a form acceptable under the terms of this Agreement and to the Seller. The Purchase Agreement contains the specific terms and conditions for the sale or lease of any Property subject to Auction.

*Related Party* - Refers to owners, principals, officers, directors, agents, employees, independent contractors and subcontractors, as well as the Family Members of such persons, and any entities that are owned or affiliated, in whole or in part, with such persons.

*Reserve Price* - With respect to a property offered at Auction, means the minimum price established by the Seller that will qualify the Property to be sold. In the event the Highest Bid does not equal or exceed the Reserve Price, the Bidder submitting the Highest Bid may not qualify as a Winning Bidder but will be deemed the Highest Bidder. Although the Highest Bidder

may not meet the Reserve Price, the Highest Bidder still may become the Winning Bidder if the Highest Bid is accepted by Seller, or if the Highest Bidder and Seller negotiate an amount acceptable to Seller that may or may not be equal to or greater than the Reserve Price.

*Residential* - Refers to Property or Properties containing one-to-four family dwelling units.

*Seller* - Refers to the seller or sellers of Property by way of an Auction on the Website. Seller includes the selling entity as well as any affiliated companies.

*Seller's Broker* - With respect to each Property offered at Auction, refers to the licensed real estate broker or agent, if any, hired by the Seller to sell the Property.

*Total Purchase Price* - With respect to Properties sold in connection with an Auction, refers to the amount of the Winning Bid plus the amount of the Buyer's Premium (unless otherwise noted in the Property Details Page for a particular Property).

*User Identification* - Refers to the unique identifier assigned to each registered Bidder for an Auction.

*We (or, alternatively "us" or "ours")* - Refers to the Auctioneer.

*Website* - Refers to the auction website found at <https://indianalandandlifestyle.com/>, as well as any ILL Auction mobile apps.

*Winning Bid* - With respect to each Property offered at Auction, refers to the final, Highest Bid that has been accepted by the Seller. The term Winning Bid also includes a Negotiated Bid.

*Winning Bidder* - Refers to the Person who places the successful bid that is accepted by the Seller.

*You* - Refers to you the Bidder.

## 2. EVENT REGISTRATION AND ELIGIBILITY

You will be required to create a profile as a user and register for the Auction Event to place a Pre-Auction offer or a bid using the Website during "live" online bidding in an Auction. You can only bid by using the Website.

Services authorized under the Website are available only to Persons that can form legally binding contracts under applicable law. Such services are not available to minors, Persons lacking the requisite mental capacity to bid or to Persons that have been temporarily or permanently suspended from using the Website. If you register to act on behalf of another Person, you represent and warrant that you have the requisite mental capacity to bid and the actual authority to legally bind that Person. If you lack such authority, or if the existence of such authority is challenged, you expressly acknowledge and agree that you may be held individually liable by the

Auctioneer and/or Seller for all actions taken on behalf of such Person, and for all damages, costs and expenses, including without limitation reasonable attorneys' fees.

Certain users, such as non-institutional investors, may be required to show proof of readily available funds in order to qualify to place a bid for a Property at Auction. Such evidence may include bank and/or financial account statements (evidence of liquid or semi-liquid available assets). Such evidence must be dated within forty-five (45) days of the date of registration for the Auction. Additional documentation may be required by the Auctioneer.

Unless otherwise set forth on the Property Details Page, the purchase of Property will not be contingent on the availability of financing to you. If you intend to finance the purchase of the Property and your financing ceases to be available, you must purchase the Property with cash or you will forfeit the earnest money deposit. Please refer to Section 4(K) for additional information regarding cancellation and liquidated damages.

Please note that certain jurisdictions may limit the ability of non-United States citizens to acquire Property, and non-United States citizens must conduct their own due diligence in this regard without the assistance of the Auctioneer and its employees.

Your User Identification and password information must not be shared with or transferred to any third party. Each Bidder is responsible for any and all bids, and all other actions (including, without limitation, malicious activity), undertaken with the use of such Bidder's User Identification and password. You must take great care to ensure that such information is not accessed or made available to any unauthorized third party. You expressly agree that the Auctioneer, the Website, and Seller are not responsible for a breach of any user's account information and/or the unauthorized use of such information. In the event that you believe your User Identification or password information has been accessed or made available to any unauthorized third party, you acknowledge that you are required to immediately notify the Auctioneer in writing.

### 3. PROPERTY DESCRIPTION, PRE-BIDDING INVESTIGATION, SURVEY, AND DUE DILIGENCE

A. Description of the Property. Any description of Property subject to Auction has been provided by the Seller, Seller's Broker, or is based solely on visual observation and/or review of public records and is given solely for identification purposes. No description of Property given on the Website or, otherwise, by the Auctioneer creates any representation or warranty, express or implied, by the Auctioneer. The Auctioneer is not responsible for any acts or omissions of the Seller or Seller's Broker.

B. Inspection. All Bidders must complete any necessary investigatory actions on the Property prior to the Close of Auction. Unless otherwise set forth on the Property Details Page, the Property or Properties may not be purchased subject to a property inspection. To the extent that a Property is available for inspection, such inspection must occur prior to Auction bidding.

If a Residential Property is Occupied, you acknowledge it will not be eligible for a property inspection at any time, including without limitation prior to the Auction. To the extent that a Residential Property becomes vacant before the close of the Auction, the rules pertaining to an Occupied Property will prevail.

Each vacant Residential Property may be scheduled to have up to two (2) open houses or may be available for showing by appointment only. Each Bidder acknowledges and agrees that such Bidder is relying solely on such Bidder's independent investigation and/or other analysis of the Property in its existing condition.

**EACH BIDDER ACKNOWLEDGES AND AGREES THAT ALL PROPERTY IS OFFERED, AND IS BEING SOLD, IN ITS "AS IS" AND "WHERE IS" CONDITION, WITH ALL FAULTS, DEFECTS AND LIMITATIONS, WHETHER OR NOT APPARENT.**

Any information provided by Seller, Seller's Broker, the Auctioneer, or the Website regarding sizes, floor plans, square footage, and/or bedrooms/bathrooms for the Properties, including information contained in the documents tab on the Property Details Page, are approximations and their accuracy is not warranted or guaranteed by any such parties. Such approximations are based only upon available information provided by the Seller or Seller's Broker. Actual sizes, floor plans, square footage, bedroom/bathrooms, and/or other details may vary. The Website does not warrant the accuracy of any information found on its site. Neither Seller, Seller's Broker, nor the Auctioneer shall be liable for any allowance, adjustment, or revision in value of the Property based upon the failure of the Property, its appliances, or its floor plan to conform to any specific standards and every Person is urged to verify such information independently.

You acknowledge and agree that you are bidding for and, if you are the Winning Bidder, acquiring the Property in its present state and condition, with all defects, both patent and latent, and with all faults of the Property whether known or unknown, presently existing or that may hereafter arise.

Without limiting any other provision of this Agreement, you agree that the Property is subject to all terms and conditions set forth on the Auction Website and the specific Property Details Page. You acknowledge and agree that the Auctioneer, the Website, and Seller have not made, do not make and specifically negate, and disclaim, any representations, warranties, promises, covenants, agreements or guarantees of any kind or character whatsoever, whether express or implied, oral or written, past, present or future, of, as to, concerning or with respect to the Property. This disclaimer shall include: (a) the value, nature, quality or condition of the Property, including, without limitation, the water, soil and geology; (b) any income to be derived from the Property; (c) the suitability of the Property for any and all purposes, including occupancy, and any activities or uses which may be conducted thereon; (d) the compliance of or by the Property or its operation with any laws, rules, ordinances, or integrity of the land or any buildings or improvements of any applicable governmental authority or body; (e) the habitability, merchantability, marketability, profitability or fitness of the Property for any particular purpose; (f) the manner or quality of the construction or materials, if any, incorporated into the Property;

(g) the manner, quality, state of repair or lack of repair of the Property; (h) the existence of any view from the Property or that any existing view will not be obstructed in the future; (i) the conformity of the improvements to any plans or specifications for the Property that may be provided to you; (j) the conformity of the Property to applicable zoning or building code requirements; (k) the existence of soil instability, past soil repairs, susceptibility to landslides and/or sinkholes, sufficiency of under-shoring, sufficiency of drainage, or any other matter affecting the stability or integrity of the land or any buildings or improvements situated thereon; (l) whether the Property is located in a special studies zone under the public resources code or a seismic hazards zone or a state fire responsibility area, or a special flood hazard zone; or (m) any other matter with respect to the Property.

You acknowledge that the Property may not be in compliance with applicable zoning, building, health, or other law or codes, and that the Seller may not have occupied or managed the Property and that the Property may not be in habitable or usable condition. You also acknowledge and agree that, without limitation, the Auctioneer, the Seller's Broker, the Website, and any Seller have not made, do not make, and specifically disclaim any representation regarding compliance with the Americans With Disabilities Act or with any environmental protection, pollution or land use laws, rules, regulations or orders or requirements, as defined by the U.S. Environmental Protection Agency regulations or the disposal or existence, in or on the Properties, of any hazardous substance, as defined by the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, and regulations promulgated thereunder.

Each Bidder acknowledges and agrees that such Bidder has had the opportunity to view and inspect the Property prior to bidding, and further acknowledges and agrees that the following inspections (without limitation) are not material to such Bidder bidding on, and/or purchasing the Property:

Termite/pest/wood infestation inspection;

Radon test;

Structural (including roof and foundation);

Electrical inspection;

Plumbing inspection;

Heating system inspection;

Water analysis to determine potability;

Percolation inspection to determine the use of Property in conjunction with state sewage facilities law;

Septic/sewage disposal system;

Inspections to determine environmental hazards and/or toxic wastes or substances;

Wetland studies; and

Lead testing.

If and to the extent that a Bidder has not conducted any or all inspections prior to an Auction, such Bidder agrees and acknowledges that he/she/it has waived all rights to conduct such an inspection and that the failure to conduct such an inspection will not excuse performance or be a legally permissible reason for breach of the Purchase Agreement.

C. Occupied Properties. Neither Seller nor the Auctioneer make any representation or warranty regarding the occupancy status of the Property as of the closing of the transaction. You expressly agree that none of the Seller, Seller's Broker, the Auctioneer, or the Website shall be required to evict or remove any occupants (or the personal property of any occupants) prior to the closing of a transaction. You expressly agree that none of the Seller, Seller's Broker, the Auctioneer, or the Website shall be required to provide occupant information as it pertains to leases or tenants; however, the Property listing agent can be contacted to assist when information is known. The Winning Bidder expressly waives any right to cancel the purchase of the transaction based on the occupancy status of the Property, subject to the terms specified in the Purchase Agreement. To the extent that a Property becomes vacant before the close of the Auction, the rules pertaining to an Occupied Property will prevail (i.e., the occupancy status of a Property at the time that the Property is published to the Website for pre-marketing will remain the same to the close of the Auction).

Winning Bidder acknowledges that Occupied Properties may be subject to leasehold interests or other rights or claims of various tenants or other occupants, and may be subject to the provisions of federal, state, or local rent control, rent stabilization, lease termination, or similar laws, ordinances, and regulations. Winning Bidder agrees that upon closing, all eviction proceedings and other duties and responsibilities of a property owner and landlord, including, but not limited to, those proceedings required for compliance with any federal, state or local laws, ordinances and regulations, will be Winning Bidder's sole responsibility and obligation. Without limiting the foregoing, Winning Bidder may be subject to the terms of the Protecting Tenants at Foreclosure Act of 2009 set forth as Division A, Title VII of the Helping Families Save Their Homes Act of 2009 [Publ. 111-22, 123 Stat. 1632, S. 896, enacted May 20, 2009], the United States Servicemembers Civil Relief Act (50 USGS Appx. §531) and/or other applicable federal, state, or local laws. None of Seller, Seller's Broker, the Auctioneer, or the Website can provide physical access to Occupied Properties or Properties identified in the following manner: "Purchaser Acquires Property Subject to Undefined Occupancy Status." The Website and applicable purchase documentation provide additional information regarding Occupied Properties. Do not rely upon the Website for any or all requirements relating to legal requirements relating to Occupied Properties. The information provided on the Website is provided for informational purposes only and shall not be construed as legal advice. You are urged to consult with your own advisors and attorneys if seeking any such advice.

Each Bidder acknowledges and agrees that Occupied Properties may be “subject to Seller Approval,” which shall be given or denied at Seller’s sole and absolute discretion; Seller has fifteen (15) calendar days to make this determination.

Bidders (including their Brokers/Agents or other representatives) MUST NOT trespass on Occupied Properties or disturb the occupant(s) at any time during the Auction or post-Auction transaction process. Doing so may be deemed a breach of this Agreement.

Occupied Properties are not eligible for a property inspection at any time prior to and subsequent to the Auction, through to closing. Occupied Properties cannot be purchased subject to a property inspection. To the extent physical access is not available to the Property, Winning Bidder assumes any and all risk associated with Winning Bidder’s inability to conduct inspections of the Property and has taken the same into account in determining the amount Winning Bidder is willing to pay for the Property. Winning Bidder waives any objection to the condition of the Property regardless of whether Winning Bidder was able to conduct inspections of all or any portion of the Property.

By placing a bid on an Occupied Property, Bidder acknowledges and agrees that Bidder shall have no right to cancel the transaction and shall be bound by the terms of the Purchase Agreement and other related purchase documentation. The deed or other conveyance document to be delivered at closing for an Occupied Property shall be at Seller’s option. Neither Seller nor the Auctioneer makes any representation or warranty regarding the occupancy status of the Property as of the closing of the transaction.

D. Inspection Indemnity. In connection with any necessary investigation, inspection, or due diligence conducted on the Property by a prospective acquirer, Bidders, Highest Bidders and/or Winning Bidders, or any Person acting on their behalf, you agree, and agree to cause such Persons to agree, to the extent permitted by law, to: (1) keep the Property free and clear of liens; (2) repair any and all damage arising from such inspection; and (3) indemnify, defend and hold Seller, Seller's Broker and Auctioneer (including the Website) harmless from all claims, demands, damages, expenses, fees, penalties, fines, liabilities, and/or costs arising directly or indirectly from acts on the part of Bidders, Highest Bidders, Winning Bidders or any Agents thereof. Bidders, Highest Bidders, Winning Bidders, and their Agents shall maintain and keep in their possession policies of liability, workers' compensation, and other applicable insurance, defending and protecting Seller, Seller's Broker and Auctioneer from liability for any injuries to persons or property occurring during any inspection prior to the close of the transaction. Inspections will only be permitted prior to the close of the Auction (unless otherwise set forth in the Property Details Page).



E. Information Review. Before you bid on a Property, please review the Website and all available information and documentation pertaining to such Property, including the most recent MLS information (if available). We suggest that you scrutinize the public records and all other resources whereby information relating to the Property is available. In certain instances, information may be available at the Property during open houses.

By participating in the Auction, Bidder represents to Auctioneer and Seller that he/she/it has conducted all necessary research and due diligence that Bidder deems appropriate or necessary to bid on the Property, and that Bidder has sufficient resources or financing options to purchase the Property, and that Bidder understands the liquidated damages provisions as set forth in Section 4.

F. No Contingencies. Unless otherwise set forth in the Property Details Page, the purchase of a Property by the Winning Bidder is not subject to any contingencies, including mortgage or inspection contingencies. Each Bidder understands that any and all required or needed repairs, inspections, surveys, or permits are strictly and solely at the Winning Bidder's expense and obligation.

G. Zoning. Each Bidder acknowledges and agrees that such Bidder is not relying on any representations by the Seller, or the Auctioneer concerning the zoning classification of any Property and that it is the Bidder's sole responsibility to contact the appropriate officials to determine the zoning classification of each Property and the uses permitted thereon.

#### 4. BIDDING AND PURCHASE

A. Reserve Auction. Unless otherwise noted in the Property Details Page for a particular Property, the Auction will be a reserve Auction. The starting bid is not the Reserve Price. Except where prohibited by law, the Auctioneer may open bidding on any Property by placing a bid on behalf of the Seller and may further bid on behalf of the Seller up to the amount of the Reserve Price by placing successive or consecutive bids for a Property or by placing bids in response to other Bidders. Any such bids placed by the Auctioneer will not result in a Winning Bid. The bid increment can also be adjusted at the discretion of the auctioneer during an online event. If the Reserve Price has not been met, the Seller is under no obligation to sell or approve the sale or lease of the Property but can review such offers for acceptance at their own discretion.

Unless otherwise noted in the Property Details Page, if the Reserve Price is not met at the time an online Auction times out, the Auction shall convert to a "subject to" Auction whereby the Auctioneer will accept additional bids from existing Auction participants for set period of time, at the end of which time the Auction will conclude. Such additional bids may only be bids that are above the high bid at the time the Auction times out.

Seller may withdraw the Property at any time prior to the Seller's execution of the Purchase Agreement; in such case, neither Seller nor Auctioneer will be responsible for any reimbursement of expenses incurred by the Bidder.

Bidder understands and agrees that the Auctioneer is not acting as an agent for any Bidder in any capacity. The Auctioneer is acting exclusively on behalf of the Seller as an auctioneer in the Auction.

In the event a Bidder is unable or restricted from bidding for any reason on any day, the Bidder has the option to arrange for an authorized representative to act on the Bidder's behalf; in such case, the Bidder's authorized representative will be bound by all provisions of this Agreement.

Note that for all Auctions, the most recent mortgagor is prohibited from participating in the Auction, nor will any Family Member or Related Party of the most recent mortgagor be permitted to participate. In addition, Bidders may not be a Related Party to the Seller.

B. Total Purchase Price and Buyer's Premium. The Total Purchase Price to be paid by the Winning Bidder includes a Buyer's Premium as set forth in the Property Details Page. In connection with certain Auctions, the Buyer's Premium may be greater or less than these amounts and such information will be disclosed on the Property Details Page. The Total Purchase Price excludes all other amounts that may be payable by the Winning Bidder during the closing, including but not limited to property taxes, insurance, homeowner association fees, and escrow or closing fees. Information pertaining to additional fees may be set forth in greater detail in applicable purchase documentation. Bidders are reminded and encouraged to consult with local counsel or other local real estate professional(s) to determine all such other amounts that may be payable by the Winning Bidder at closing.

C. Sales Prior to Auction Event. Pre-Auction bids/offers may be submitted by clicking the "Pre-Auction Offer" box on the Property Details Page. Pursuant to this Agreement, all prospective purchasers will be required to create a profile on the Website. Pre-Auction offers may only be made up to 48 hours before the start of the Auction Event. During this time, Pre-Auction offers may be reviewed and potentially accepted, up to the time of the start of the Auction Event. Pre-Auction offers must be submitted at or above the current starting bid for that Property. At the sole and absolute discretion of Auctioneer, all reasonable bids received may be communicated to the Seller, who may accept or reject any such bid in its sole and absolute discretion. In the event the Seller accepts any such bid, the Purchase Agreement shall be the same as if the Property is purchased or leased during an Auction. In the event Seller rejects any bids submitted prior to the Auction, such bids will not be utilized during the Auction Event of the Property unless the Pre-Auction participant specifically opts to place such offer as a bid through the ILL platform at the beginning of the Auction. Prospective purchasers who submitted bids during pre-Auction who do not opt to place their Pre-Auction offer as a bid at the beginning of the Auction Event will need to register for the Auction Event holding the subject Property if they wish to bid on the Property.

All sales or leases of Properties, including those made prior to an Auction, are subject to all terms and conditions of this Agreement, including payment of the required Buyer's Premium.

In the event a bulk-sale or lease occurs, in which multiple Properties are purchased by the same Winning Bidder, each Property is subject to all terms and conditions of this Agreement, including payment of the required Buyer's Premium for each Property included in the bulk sale or lease.

D. Representation Disclosure. Auctioneer and any licensees employed by, affiliated with, or associated with the Auctioneer DO NOT represent the Bidder or buyer in any form or manner. Auctioneer and all licensees employed by, affiliated with, or associated with Auctioneer are acting on behalf of the Seller in the sale of the Properties.

E. Bidding at Auction. In connection with your account creation, you will be required to register to participate in an Auction Event. Once the registration has been completed, you will receive an email confirmation and will be permitted to participate in the Auction Event.

Note that during the Auction, bidding activity may occur in the final moments of the Auction. If any Bidder bids in the last five minutes of the bidding period, the deadline will extend by five minutes. The bidding period will automatically extend for successive five-minute periods until five minutes pass with no new bids placed. At this point, the bidding period closes. To ensure the most up-to date and accurate information, users will need to monitor their connectivity and refresh rates.

Upon the close of an Auction, the Highest Bid is submitted to the Seller for consideration and approval. If the Highest Bid is not accepted by the Seller within a reasonable period of time, the Auctioneer shall advise the Highest Bidder that acceptance of the Highest Bid is "subject to Seller approval."

Even if you secure the Highest Bid at the Auction, you may not be designated as the Winning Bidder. If the Reserve Price is not met or the Seller does not otherwise approve the Highest Bid, you will not become the Winning Bidder and instead are the Highest Bidder. In the event that you are the Highest Bidder, you will not be eligible to purchase the Property unless the Seller expressly accepts the bid and the Auctioneer acknowledges the Highest Bidder as the Winning Bidder.

F. Subject to Seller Approval. Highest Bidder acknowledges and agrees that its purchase may be subject to, and contingent upon, the Seller approving the purchase. The Seller can have the option to accept or deny, at its sole and absolute discretion (and regardless of whether a Reserve Price was met), the Highest Bid within fifteen (15) calendar days. At the sole and absolute discretion of the Auctioneer or the Seller, timeframes may be adjusted. Please review the Auction's Website and the Property Details Page.

G. Winning an Auction. If the Seller expressly accepts your bid and you are acknowledged by the Auctioneer as the Winning Bidder, you will have earned the right to purchase the particular Property that was the subject of the Auction, subject to the remaining requirements in this Agreement for completing the purchase. You will be contractually obligated to purchase the Property, and you must enter into a written Purchase Agreement. By participating in the Auction and bidding, Bidder represents to Auctioneer, and Seller that Bidder has agreed to and accepted this Agreement and its terms and conditions.

If you have ever provided a cashier's check or a personal or company check for your earnest money as Winning Bidder in one of our Auctions that has been returned for any reason, including but not limited to being declared "NSF," being drawn on a closed account, being fraudulent, or having a stop order placed on it, you are not eligible to place any bids and may not participate in any Auction. If despite this notice you participate in the bidding on any Property, your bids will be disregarded.

The Purchase Agreement and certain other documents will be forwarded for signature unless otherwise directed. The Purchase Agreement contains the exact terms and conditions of the sale or lease, as applicable. The Winning Bidder must agree to be bound by all terms, provisions, and conditions of the Purchase Agreement and the related conveyance documents, if any, for each particular Property. After executing the Purchase Agreement, additional information pertaining to the closing process will be provided.

If the Winning Bidder does not complete an express checkout form within 24 hours after being notified as to the Winning Bidder following the completion of the Auction, the Auctioneer, or Seller in its sole and absolute discretion can declare the Winning (or Highest) Bidder to be in default. Further, if the Winning (or Highest) Bidder fails to submit the executed Purchase Agreement and related documentation within 24 hours following the receipt of the Purchase Agreement, the Auctioneer or Seller in its sole and absolute discretion can declare the Winning (or Highest) Bidder to be in default. In the event of a declaration of default, the Winning (or Highest) Bidder's bid shall be null and void. If the Winning (or Highest) Bidder's bid is null and void, such Bidder shall forfeit the right to purchase the Property. If the Winning Bidder's bid becomes null and void, the Winning (or Highest) Bidder shall be subject to liquidated damages as set forth in this Agreement or the Purchase Agreement. If the Winning (or Highest) Bidder's bid becomes null and void, the Auctioneer, Seller's Broker, and Seller reserve the right to immediately put the Property back up for sale or lease at the Auction and/or declare another Bidder as the Winning (or Highest) Bidder.

H. Payment of Deposit and Remaining Balance. Unless the Property requires an earnest money deposit greater than three percent (3%) of the Total Purchase Price, the Winning Bidder shall be required to pay an earnest money deposit in the amount of the greater of (i) three percent (3%) of the Total Purchase Price or (ii) Three Thousand Dollars (\$3,000) on any Property purchase. Please check the Property Details Page at the Website and the Purchase Agreement and related information regarding Property-specific deposits.

The earnest money deposit amount required is not dependent on and will not change based on the amount financed. The earnest money deposit must be sent to the escrow/closing agent no later than 5:00 PM in the time zone where the Property is located on the first Business Day following the date the Winning Bidder executes the Purchase Agreement (including for all Properties sold “subject to Seller Approval”). Such funds are to be immediately deposited with an escrow/closing agent or settlement attorney. The balance of the Total Purchase Price, along with all other costs and/or fees, must be paid as required in the Purchase Agreement.

The Auctioneer or Seller in its sole and absolute discretion can declare the Winning Bidder to be in default if the Winning (or Highest) Bidder fails to timely send the earnest money deposit or Total Purchase Price as set forth above. In the event of a declaration of default, the Winning Bidder’s bid shall be null and void. If the Winning Bidder’s bid becomes null and void, the Auctioneer, Seller’s Broker, and Seller reserve the right to immediately put the Property back up for sale or lease at the Auction and/or declare another Bidder as the Winning (or Highest) Bidder. In the event the Winning (or Highest) Bidder is declared in default, the Winning (or Highest) Bidder shall be subject to liquidated damages and further liability as set forth in the Purchase Agreement.

I. Closing. With the exception of Extended Closings, the timeframe for all closings are at Seller’s discretion. Unless otherwise set forth in the Property Details Page, the Winning Bidder shall pay all closing costs, including, but not limited to, escrow/attorney and settlement closing fees, recording fees, prorated charges, lender's title insurance premium and fees, transfer fees, loan fees, document preparation fees, documentary transfer taxes (or other taxes) and, if applicable, Property, homeowner's association fees, condominium association, or other association fees. Based on occupancy, Winning Bidders also may be required to pay additional fees and costs as provided in the Purchase Agreement. Please review the Website, the Purchase Agreement, and all other relevant documentation for further information.

J. Property Conveyance. At Seller’s option, most Properties (but not all) are conveyed with insurable title via a special warranty deed, with title insurance by standard title policies (as applicable), subject to current taxes, rights-of-way, assessments, easements and other conditions of record, and any exceptions written in the preliminary title report or commitment as well as other standard title exclusions, as set forth in the Purchase Agreement and other related purchase documentation. Certain Properties (e.g., Newly Foreclosed Auction Properties) may not be eligible for title insurance and title insurance will not be provided for such Properties. Certain other Properties (e.g., those sold subject to the redemption rights of third parties or pursuant to a Newly Foreclosed designation) will be conveyed either by quitclaim deed or by an assignment of the sheriff’s deed/certificate, and the Seller makes no warranties of title. The Website, the Purchase Agreement, and related documentation should be consulted for further information, and are available upon request.

K. Cancellation/Liquidated Damages. If Winning Bidder fails to comply with any of the terms of this Agreement or defaults under the Purchase Agreement, the sale or lease may be canceled by

the Seller in its sole and absolute discretion and the Winning Bidder shall be required to pay liquidated damages as set forth herein and/or in the Purchase Agreement.

L. Extensions. At the sole and absolute discretion of the Seller, Winning Bidder may be granted an extension of the closing date. The terms and conditions of any such extension are set forth in the Purchase Agreement. The Seller may require the Winning Bidder to pay a fee in the event the Winning Bidder requests an extension. Any extension fee paid by the Winning Bidder WILL NOT be credited towards the Total Purchase Price.

M. Vesting. Winning Bidders that desire to take title in the name of an entity, rather than in the name of a natural person, should represent as such within the express checkout process and also confirm vesting is correct during the contract process. All documentation/information provided must be complete and accurate at the time it is provided. Change in vesting requests will not be entertained after escrow has been opened. The Seller, escrow/closing agent, Seller's Broker, and/or settlement attorney possess discretion to require additional documentation prior to closing in the event an entity will take title to the Property.

N. Recently Foreclosed Auctions. Notwithstanding any provisions to the contrary found within this Agreement, the following exceptions apply to any Property designated by the Seller as Recently Foreclosed. The Total Purchase Price of a Property purchased as a part of any Recently Foreclosed Auction is not subject to and expressly excludes a Buyer's Premium. The Seller will convey the Property through a quitclaim deed or other similar instrument and makes no representations or warranties as to the condition of title. Seller shall not provide any form of title insurance on any Property purchased through a Recently Foreclosed Auction and the receipt or acquisition of title insurance on the part of the Buyer shall not be a condition precedent to closing any transaction resulting from a Recently Foreclosed Auction. Closing transactions on Recently Foreclosed Property Auctions is not contingent upon any financing obtained by the Winning Bidder as all sales must be cash only. Buyer may not be permitted to perform inspections on the Property prior to closing the transaction.

## 5. REAL ESTATE BROKER/AGENT PARTICIPATION

The Auctioneer invites Broker/Agent participation. A Broker/Agent must be duly licensed as a real estate broker or agent in the state in which the Property is located in order to be eligible to receive a commission. The Broker/Agent will be required to create a profile on the Website as a user. In order to be eligible to receive a commission, the Bidder's Broker/Agent information must be provided via the Website prior to the Auction Event, either within the Event registration process or subsequently in the express checkout process. Any Broker/Agent commission to be paid will be based upon the Winning Bid amount.

## 6. GENERAL AUCTION INFORMATION

Each Seller and the Auctioneer reserve the right to deny any Person admittance to or expel anyone from the Auction Website for interference with the Auction activities, nuisance,

canvassing, solicitation, or any other reason. Each Seller and the Auctioneer reserve the right to deny any Person the ability to bid and/or access to the online bidding platform for interference with the Auction activities or any other reason. The Auctioneer is committed to providing its services, including without limitation, its auctioneer services free of bias and discrimination towards all Bidders. All of the Auctioneer's services will be provided in the same manner to all Bidders without regard to such Bidder's race, color, religion, sex, disability, familial or marital status, or national origin. Each Seller and the Auctioneer have the right to postpone or cancel any Auction, to withdraw any Property from any Auction, and to change any and all terms of any Auction or particular conditions of sale or lease upon announcement prior to or during the course of any Auction.

At its sole and absolute discretion, the Auctioneer may postpone or cancel the Auction, rearrange the order or sequence of the Auction, modify this Agreement, reject any or all bids, and/or allow bids to be placed. The Auctioneer shall make the sole and final decision to either accept the final bid as the bid to be presented to Seller for validation or to reoffer and resell the Property in dispute in the event of a dispute among Bidders.

Each registrant of the Auction shall be deemed to have authorized and consented to the issuance of press releases and other public communications by each Seller, Seller's Broker, the Auctioneer, and/or their agents regarding the Auction and the Properties offered or sold at the Auction.

The respective rights and obligations of the parties with respect to this Agreement and the conduct of the Auction shall be governed by, interpreted, and enforced under the laws of the state of Indiana, without reference to its conflict of laws principles. Auctioneer's principal office is located in Clinton County, Indiana.

You agree to arbitrate any claim, dispute, or controversy, including all statutory claims and any state or federal claims, that may arise out of or relating to the subject matter of this Agreement. By agreeing to arbitration, you understand and agree that you are waiving your rights to maintain other available resolution processes, such as a court action or administrative proceeding, to settle your disputes.

Offers made outside of the Website during the Auction are void where prohibited by law, and in such case Persons are directed to the Website to participate in the Auction.

Any information on any website or in any email or other communication, and any and all information available regarding the Properties, shall not constitute an offer to sell or a solicitation of any offer to buy any of the Properties referenced herein. In addition, and without limitation of the foregoing, any website, email communication, or brochure shall not constitute an offer to sell or a solicitation of any offer to buy, nor shall there be any sales or leases of any of the Properties in any state in which such offer, solicitation, lease or sale would be unlawful prior to the registration or qualification under the applicable securities laws of that state.

None of the Seller, Seller's Broker, or the Auctioneer make any representation or warranty as to the manner in which the sale or lease process will be managed. No obligation to sell shall be binding on Seller unless and until the Purchase Agreement is signed and delivered to the Seller and accepted, signed, and delivered by the Seller. Seller reserves the right to rescind any acceptance of a Winning Bid prior to the dual execution and delivery of an executed Purchase Agreement for any reason, including without limitation the receipt of a subsequent higher bid, whether or not such subsequent bid was made within the timeframes set forth in this Agreement. Seller has the discretion to accept/approve an offer on the Property that is separate and apart from the Auction until such time as Seller has accepted/approved Winning Bidder's executed Purchase Agreement.

In providing its services in an Auction, Auctioneer is acting on behalf of Seller or as Seller's agent. Bidder acknowledges that Seller may be an organization or business entity in which Auctioneer is affiliated or has an interest. In the event that any such relationship exists with Seller, Bidder hereby provides Bidder's acknowledgment and consent to such relationship, affiliation, and interest.

## 7. FINANCING YOUR PURCHASE

Auctioneer does not perform or facilitate lending or financing services. Nothing in this Agreement shall be construed as a commitment or agreement by or on behalf of Auctioneer or a lender to provide lending or financing services to any Winning Bidder. In order to provide Website users with access to additional resources and services, the Website provides links to certain third-party websites. Auctioneer does not endorse nor does it support the content (including without limitation information in the form of text or graphics) or the accuracy of the content on any third-party websites. Auctioneer is not responsible for the content of any such third-party websites and expressly disclaims any responsibility for the content on such third party websites. By clicking on a third-party link, each user acknowledges that he/she/it is leaving the Website and that Auctioneer is no longer responsible for the user's experience on such sites. Privacy and security policies on such third-party websites may differ from those presented on the Website. Any business, financial or other transactions or agreements you enter into with a third party listed, advertised, or otherwise accessed through the Website is solely between you and such third party.

## 8. INDEMNITY

To the extent permitted by law, you agree to indemnify and hold the Auctioneer and the Website harmless from any claims, losses, liabilities, penalties, fines, damages, demands, and/or expenses, including without limitation reasonable attorneys' fees and expenses, made by any third party due to or arising from your acts or omissions or 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.



## 9. ATTORNEYS' FEES, COSTS & EXPENSES

In the event Auctioneer is required to defend against or bring any action, proceeding or arbitration by or against you arising out of or relating to this Agreement, and Auctioneer is a prevailing party, to the extent permitted by applicable law, you agree that Auctioneer is entitled to seek and recover from you, in addition to any other relief that may be granted, the reasonable attorneys' fees, costs and expenses incurred in the action, proceeding or arbitration.

## 10. LEGAL COMPLIANCE

You agree that you will comply with all applicable laws, regulations, and ordinances regarding your activities and use of the Website, and regarding your purchase of any Property.

## 11. SEVERABILITY

In the event that any provision of this Agreement is determined to be invalid or unenforceable by a court of competent jurisdiction, such invalidation shall not invalidate the remaining portions of this Agreement, and those remaining provisions shall be enforced and remain in full force and effect.

## 12. ELECTRONIC SIGNATURES IN GLOBAL AND NATIONAL COMMERCE ACT ("E-SIGN") AUTHORIZATION

By registering for the Auction, Bidder acknowledges having read, agreed to, and accepted this Agreement, as it may be updated from time to time prior to the Auction. Such form of acceptance by Bidder is binding and Bidder acknowledges that such acceptance shall be binding and enforceable pursuant to the Electronic Signatures in Global and National Commerce Act ("E-Sign Act"), Title 15, United States Code, Sections 7001 et. seq., the Uniform Electronic Transactions Act ("UETA") and applicable state laws. In addition, by creating an account and registering for the Auction, Bidder further acknowledges having read, agreed to, and accepted the Consumer Electronic Signature Disclosure and Affirmative Consent.

## 13. ADDITIONAL DISCLAIMERS

Neither Seller, Seller's Broker, nor the Auctioneer makes any representations or warranties as to the accuracy or completeness of any information contained online at the Website, in any Auction brochure or brochure available at the Property (if any), or as otherwise made available by the Seller, Seller's Broker or Auctioneer. All prospective Bidders are required and encouraged to conduct their own due diligence and investigate all matters relating to the Properties that they are interested in purchasing at the Auction. Online bidding is provided on an "as is, where is, as available, and with all faults and limitations" basis. No warranties, expressed or implied,

including, but not limited to, those of merchantability or fitness for a particular purpose or use, are made with respect to the online bidding platform or any information or software therein.

You acknowledge and agree that specific performance is not an available remedy for any alleged breach of this Agreement. Neither Seller, Seller's Broker, nor the Auctioneer will be liable for any damages or injury caused by, including but not limited to, any failure of performance, error, omission, interruption, defect, delay in operation of transmission, computer virus or line failure. Neither Seller, Seller's Broker, nor the Auctioneer will be liable for any damages or injury, including but not limited to special or consequential damages that result from the use of, or the inability to use, the Website, the materials on the Website, or the online bidding platform even if there is negligence on the part of the Auctioneer or its representatives, or the Auctioneer or an authorized Auctioneer representative has been advised of the possibility of such damages, or both. The above limitations or exclusions may not apply to you to the extent that applicable law may not allow the limitation or exclusion of liability for incidental or consequential damages, in which event the Auctioneer's, Seller's or Seller's Broker's liability to you for losses, damages and causes of action (in contract or tort, including without limitation negligence, or otherwise) will not be greater than the amount you paid to access the Website or bidding platform.

Upon registering as a Bidder and bidding during the Auction, each Bidder shall be deemed to represent, warrant and agree that with respect to each Property it bids upon: (a) that such Bidder has examined, or has had the opportunity to examine, the Property and is familiar with the physical and legal condition thereof and has conducted such investigation of the Property as the Bidder has considered appropriate; (b) neither Auctioneer, Seller's Broker or Seller, nor any affiliate, agent, director, officer, employee or representative of either of them, has made any verbal or written representations, warranties, promises or guarantees whatsoever to the Bidder, expressed or implied, and in particular, that no such representations, warranties, guarantees, or promises have been made with respect to the physical condition, operation, legal condition, or any other matter or thing affecting or related to the Property and/or the offering, sale or lease of the Property; (c) Bidder has not relied upon any representations, warranties, guarantees or promises or upon any statements made or any information provided concerning the Property, including but not limited to online at the Auction Website or the information provided or made available by Auctioneer, Seller's Broker or Seller, or their respective agents, directors, officers, employees or representatives; (d) Bidder has determined to make its bid after having made and relied solely on its own independent investigation, inspection, analysis, appraisal and evaluation of the Property and the facts and circumstances related thereto, including but not limited to, any and all outstanding liens, encumbrances, assessments, dues, fines and/or penalties; and (e) that Bidder has received, agreed to and accepted the Auction Participation Agreement.

By registering as a Bidder and bidding during the Auction, each Bidder is automatically deemed to represent, warrant and agree that: (a) any information provided or to be provided by or on

behalf of the Seller with respect to the Properties including, without limitation, all information contained online at the Auction Website and in the information being made available to Bidder by Seller, Seller's Broker and the Auctioneer, was obtained from a variety of sources and that Seller, Seller's Broker and the Auctioneer have not made any independent investigation or verification of such information, and make no representations as to the accuracy or completeness of such information; (b) without limiting the generality of the foregoing, neither Auctioneer, Seller's Broker, nor Seller shall be under any obligation to disclose to any Bidder, and shall have no liability for its failure to disclose to any Bidder, any information known to them relating to any Property except as may be required by law, including but not limited to, any and all outstanding liens, encumbrances, assessments, dues, fines and/or penalties; and (c) Seller, Seller's Broker and the Auctioneer are not liable or bound in any manner by any oral or written statements, representations or information pertaining to the Properties, or the operation thereof, furnished by any real estate broker, agent, employee, servant or other person. The foregoing shall include but is not limited to, except as may be required by law, any and all estimated amounts regarding outstanding liens, encumbrances, assessments, dues, fines, and/or penalties of any kind or any nature.

THE MATERIALS SET FORTH ON THE WEBSITE ARE PROVIDED "AS IS" AND "WHERE IS" WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESSED OR IMPLIED, TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW. THE AUCTIONEER DISCLAIMS ALL WARRANTIES INCLUDING THOSE OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE OR USE. AUCTIONEER DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE MATERIAL WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THIS WEBSITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. AUCTIONEER DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OF OR THE RESULT OF THE USE OF THE MATERIAL IN THIS WEBSITE IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. YOU SOLELY ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR, OR CORRECTION DUE TO YOUR USE OF THE WEBSITE. THE ABOVE EXCLUSION MAY NOT APPLY TO YOU, TO THE EXTENT THAT APPLICABLE LAW MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES.

ALL OF THE PROPERTIES WILL BE SOLD BY SELLER, SELLER'S BROKER, AND AUCTIONEER IN AN "AS IS, WHERE IS, AND WITH ALL FAULTS AND LIMITATIONS" CONDITION. ALL BIDDERS EXPRESSLY ACKNOWLEDGE AND AGREE THAT SELLER, SELLER'S BROKER, AND THE AUCTIONEER HAVE NOT MADE, DO NOT MAKE, AND SPECIFICALLY NEGATE AND DISCLAIM ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, CONCERNING OR WITH RESPECT TO THE PROPERTIES. THERE IS NO GUARANTEE OR WARRANTY WHATSOEVER ON THE PROPERTIES IN ACCORDANCE WITH THE CONDITIONS

HEREINAFTER DESCRIBED IN THE AUCTION PARTICIPATION AGREEMENT AND AS MAY BE FURTHER DESCRIBED IN THE PURCHASE AGREEMENT.

NO SALE OR LEASE WILL BE CONTINGENT UPON INSPECTION OF THE PROPERTY AFTER THE AUCTION UNLESS OTHERWISE SPECIFICALLY PERMITTED BY THE PROPERTY DETAILS PAGE, THE PURCHASE AGREEMENT, OR BY APPLICABLE LAW.

NO PROPERTIES WILL BE OPEN FOR INSPECTION OR ACCESS BY THE WINNING BIDDER AFTER THE AUCTION UNTIL CLOSING HAS OCCURRED UNLESS OTHERWISE SET FORTH IN THE PROPERTY DETAILS PAGE OR EXPLICITLY ALLOWED BY APPLICABLE LAW (HOWEVER, WINNING BIDDER'S LENDER WILL BE ALLOWED ACCESS TO NON-OCCUPIED PROPERTIES FOR ALL REQUIRED APPRAISALS AND INSPECTIONS). PLEASE BID ACCORDINGLY.

#### 14. RELEASES

TO THE EXTENT PERMITTED BY LAW, EACH BIDDER AND ANYONE CLAIMING BY, THROUGH OR UNDER THE SAME HEREBY FULLY AND IRREVOCABLY RELEASES SELLER, WEBSITE, SELLER'S BROKER AND AUCTIONEER, THEIR RESPECTIVE AFFILIATES, EMPLOYEES, OFFICERS, DIRECTORS, SHAREHOLDERS, MEMBERS, REPRESENTATIVES, ATTORNEYS, BROKERS, AUCTIONEERS, BUSINESS PARTNERS AND AGENTS (COLLECTIVELY, THE "RELEASED PARTIES") FROM ANY AND ALL CLAIMS THAT HE/SHE/IT OR THEY MAY NOW HAVE OR HEREAFTER ACQUIRE AGAINST ONE OR MORE OF THE RELEASED PARTIES FOR ANY COST, LOSS, LIABILITY, DAMAGE, EXPENSE, FEE (INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES), FINE, PENALTY, DEMAND, ACTION OR CAUSE OF ACTION ARISING FROM OR RELATING TO ANY ERRORS, OMISSIONS OR OTHER CONDITIONS AFFECTING THE PROPERTIES OR ANY PORTION THEREOF, INCLUDING WITHOUT LIMITATION ANY LIENS, CONSTRUCTION DEFECTS OR ENVIRONMENTAL MATTERS. THIS RELEASE INCLUDES CLAIMS OF WHICH PROSPECTIVE PURCHASER/BIDDER IS PRESENTLY UNAWARE OR DOES NOT PRESENTLY SUSPECT TO EXIST IN HIS/HER/ITS FAVOR WHICH, IF KNOWN BY PROSPECTIVE PURCHASER/BIDDER, WOULD MATERIALLY AFFECT PROSPECTIVE PURCHASER'S/BIDDER'S RELEASE OF THE RELEASED PARTIES.

WITH RESPECT TO BIDDERS OR PROPERTIES LOCATED IN CALIFORNIA, EACH BIDDER SPECIFICALLY WAIVES THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 1542, AND OTHER APPLICABLE STATE STATUTES WHICH PROVIDE AS FOLLOWS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE

TIME OF EXECUTING THE RELEASE WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

#### 15. ACCEPTANCE

All Persons registering for an Auction, including all Bidders, unconditionally accept this Agreement in its entirety in connection with the use of the Website. You acknowledge and agree that this Agreement sets forth the only rights and obligations applicable to the matters covered in those documents, and those documents may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements or representations by you, Seller, Seller's Broker, or Auctioneer. You agree to abide by all of the terms and conditions set forth in this Agreement. You further agree that you shall not have any recourse against the Auctioneer or the Website, as those parties are not involved in the actual transaction between you and the Seller. You further agree that the Auctioneer and the Website assume no control or liability over any issues that may arise as a result of any transaction between you and the Seller.

#### 16. AMENDMENTS TO THE AUCTION PARTICIPATION AGREEMENT

The Auctioneer reserves the right to update or amend this Agreement at any time at its sole discretion. This Agreement will reflect the date it was last updated. All amendments to this Agreement will be posted on the Auctioneer's Website and will become effective upon posting for all subsequent Auction activity. It is imperative that Bidders review and accept this Agreement prior to registration for and participation in an Auction. Bidders' use or continued use of the Auctioneer's Website following any such amendments acknowledges receipt of the revisions and agree to and acceptance of any revised Agreement or amendment.

**BIDDER:**

---

Signature

Date

**BIDDER:**

---

Signature

Date

---

---

Print Name

---

Print Name