

By participating in this auction, the bidder agrees to the following terms and conditions:

NOMINAL OPENING BID: \$195,000

RESERVE: Opening bid of \$195,000 meets reserve.

THIS IS AN ONLINE ONLY AUCTION: If you prefer to turn in a bid in person, please call the office at (406) 259-4730 to make arrangements.

BIDDER REGISTRATION: Bidders must register with Auctioneer prior to bidding on the Property, return a signed Bid Certification form.

BUYER'S PREMIUM: There will be an SIX Percent (6%) Buyer's Premium added to the winning bid price to arrive at the total contract price to be paid by the Buyer.

PROCEDURE & AUCTION ENDING: Beginning at the stated closing time, the auction software will conclude bidding for the auction lot with the following exception: if a bid is placed in the last 5 minutes remaining for that auction lot, bidding for that lot will remain open for an additional 5 minutes or until 5 minutes pass without a bid increase.

OUTBID NOTIFICATION: Until the auction begins to close, the bidding software will notify bidders by email when they have been outbid.

ACCEPTANCE OF BID PRICE: Seller agrees to sell to the highest cash bidder at or above reserve.

AGREEMENT OF PURCHASE AND SALE: The Purchaser shall execute an Agreement of Purchase and Sale, in the form provided by the auctioneer, without modification, on June 28th, 2022 by 4:00 pm, after being declared the high bidder.

NONREFUNDABLE DEPOSIT: The Purchaser shall pay an amount of FIVE Thousand Dollars (\$5,000) when executing the agreement of purchase and sale. The balance of funds will be due in full at the time of closing on or before 45 days after the auction, at First American Title Company. 226 Main St Roundup, MT 59072.

YOUR BIDDING IS NOT CONDITIONAL UPON FINANCING, so be sure you have arranged financing, if needed, and are capable of paying cash at closing.

ESCROW AGENT: The Nonrefundable deposit and purchase monies in respect of the property shall be paid to and deposited with First American Title Company.

DEED: At closing, Seller shall execute a Warranty Deed sufficient to convey the real estate to Buyer or its nominee, in fee simple absolute, subject only to exceptions permitted herein, to be delivered to Buyer at the closing of this transaction upon Buyer's compliance with the terms of this Contract.

CLOSING: The balance of the purchase price shall be paid at or before closing. Closing shall take place on or before 4:00 PM 45 days after the auction. The Escrow Agent will schedule and conduct closing.

TITLE: Seller shall provide an Owner's Policy of Title Insurance in the amount of the purchase price and shall execute a Warranty Deed conveying the real estate to the Buyer(s). Seller shall pay the premium of the title insurance policy.

CLOSING COSTS: At closing, Seller shall pay for its escrow and closing fees, and all the costs for preparation of all documents to convey the property. At closing, Purchaser shall pay for its escrow and closing fees, all recording fees, and all other sale, financing or closing fees as required. Taxes and association fees, if any, shall be prorated to the date of closing.

POSSESSION: Purchaser will receive possession at closing, subject to the rights of parties in possession, if any.

AS-IS SALE: With the exception of any warranties of title made to the buyer in the Deed, if any, the Property will be sold in its "AS IS, WHERE IS" condition without any representation or warranty of any kind, whether express or implied, on the part of Seller. Seller shall not be responsible for any claim or damage arising from a misrepresentation about the property made by Auctioneer, unless Auctioneer reasonably made the misrepresentation in reliance on Seller's written statement about the property. The purchaser shall have satisfied himself as to the location and condition of the property, and all descriptions thereof, before bidding. All information contained in the brochure and all promotional materials, including, but not limited to, square footages, acreage, dimensions, maps, taxes, etc., was derived from documents from the Estate of Don Roholt and is believed to be correct; however, neither the seller nor the auctioneer makes any guarantee or warranty as to the accuracy or completeness of such information

NO NEW SURVEY: The property will be conveyed according to the existing legal description.

AGENCY: National Auction and its representatives are exclusive agents of the Seller and are agents of no other party to this transaction.

MISCELLANEOUS: All decisions of the auctioneer are final as to the methods of bidding, disputes among bidders, increments of bidding and any other matters that may arise before, during, or after the auction. Seller reserves the right to deny any person the right to participate in the auction or to ban anyone from the auction who attempts to disrupt it.

SERVER & SOFTWARE TECHNICAL ISSUES: In the event there are technical difficulties related to the server, software or any other online auction-related technologies, National Auction. reserves the right to extend bidding, continue the

bidding, or close the bidding. NEITHER THE COMPANY PROVIDING THE SOFTWARE nor NATIONAL AUCTION SHALL BE HELD RESPONSIBLE FOR A MISSED BID OR THE FAILURE OF THE SOFTWARE TO FUNCTION PROPERLY FOR ANY REASON. Email notifications will be sent to registered bidders with updated information as deemed necessary by National Auction

DEBT COLLECTION AND INTEREST CHARGE: The bidder agrees to pay all reasonable attorney fees and other costs incurred by National Auction, Inc. in its efforts to collect unpaid funds from the bidder. The bidder agrees that a fee of 2% of the outstanding balance per month be added to any unpaid balance due National Auction. Any debt collection or dispute proceedings will be heard in Yellowstone County, Montana.

AGE REQUIREMENT: All bidders must be 18 years of age or older.

PRE-AUCTION OFFERS: Seller reserves the right to accept pre auction offers and/or sell the property prior to auction

OWNER: Don Roholt Estate (Personal Representative: Glen Kerestes)