



KENTUCKY REAL ESTATE COMMISSION

Public Protection Cabinet
Mayo-Underwood Building
500 Mero Street 2NE09
Frankfort, Kentucky 40601
(502) 564-7760



The Kentucky Real Estate Commission's A GUIDE TO AGENCY RELATIONSHIPS

THIS IS NOT A CONTRACT. This is The Kentucky Real Estate Commission's A Guide To Agency Relationships ("Guide"). This brokerage company is required by law to ask you to sign this Guide as a way to acknowledge that you have received it. Your signature below will not obligate you to work with this brokerage company.

Whether you are selling, buying, or leasing real estate in the Commonwealth of Kentucky, this Guide will help you understand the various agency relationships available to you. This brokerage company is providing you this Guide as an introduction to their professional real estate agency relationship options. Depending on your specific needs, this brokerage company will offer you valuable assistance to achieve your goals.

This is a brief overview of real estate brokerage in the Commonwealth of Kentucky. To practice real estate brokerage for compensation, a person must be appropriately licensed, which requires extensive education and testing. There are two types of licenses, broker and sales associate. A principal broker is the person responsible for the operation of the real estate brokerage company. Licensed brokers and sales associates affiliate with a principal broker to engage in real estate brokerage. _____
(INSERT NAME OF PRINCIPAL BROKER) is the principal broker of _____
(INSERT NAME OF BROKERAGE COMPANY), and can be reached at _____ (INSERT BROKERAGE COMPANY PHONE NUMBER).

To provide real estate brokerage services, a principal broker enters into an agency relationship with a client to act as an agent to represent the client's interests and provide necessary guidance to complete real estate transactions. A licensee affiliated with the principal broker may be your direct contact during a transaction and, depending on the type of agency, may also be your exclusive agent. These agency relationships are explained in more detail below. Each relationship imposes fiduciary duties owed by the agent to a client. A principal broker may also provide services to a party who is not a client and owe limited, or no, fiduciary obligations to that party, or, by written agreement, provide other than the minimum services proscribed by law. To learn more, reference Kentucky Revised Statutes, Chapter 324 and Kentucky Administrative Regulations, Title 201, Chapter 11.

This is not a contract or agreement for services. Your signature on this Guide is simply to acknowledge receipt and by law the real estate licensee presenting you this Guide must ask for your signature. Prior to the exchange of confidential information that could be interpreted as an agency relationship, you will be asked to consent in writing to a specific agency relationship for a contemplated transaction.

Carefully read about the available agency relationships below and ask the licensee providing you this Guide, **Douglas Garner** (INSERT NAME OF LICENSEE), any questions you may have to better understand agency. The duties and responsibilities of the principal broker, affiliated licensees, and the real estate brokerage company in a real estate transaction do not relieve the seller, buyer, lessor, or lessee from the duty and responsibility to protect their own interests. You are advised to carefully read all agreements to assure that they adequately express your understanding of the transaction. The principal broker and affiliated licensees are qualified to advise on real estate brokerage and transaction matters only. IF YOU NEED LEGAL OR TAX ADVICE, YOU SHOULD CONSULT THE APPROPRIATE PROFESSIONAL.

Single Agency: In a Single Agency relationship, the principal broker of a brokerage company, and all affiliated licensees, act as an agent for a client who is a seller or buyer, or a lessor or lessee, on one side of a transaction. If a party on the other side of the transaction is represented by an agent, that agent will be affiliated with another principal broker at another brokerage.

Dual Agency: In a Dual Agency relationship, the principal broker of a brokerage company, and all affiliated licensees, simultaneously act, in a limited fiduciary capacity, as agents for different clients who are either seller and buyer, or lessor and lessee, in the same transaction. Dual Agency relationships frequently occur when a listing agent simultaneously represents both seller and buyer clients in the same transaction and must take care to adequately represent the interests of both clients.

Designated Agent: In a Designated Agent relationship, one or more affiliated licensees are designated by their principal broker to act as an agent for a client who is a buyer or seller, or a lessor or lessee, to the exclusion of all other licensees affiliated with that principal broker. The principal broker shall not designate himself or herself as a designated agent. None of the other licensees affiliated with the principal broker represent the client in the transaction. Reference KRS 324.121(1).

Designated Agency: In a Designated Agency relationship, two or more Designated Agents within one brokerage act as agents for their respective clients on different sides of a transaction, while their principal broker and any designated manager simultaneously act in a limited fiduciary capacity as a dual agent for all clients on both sides of the transaction. This type of agency relationship allows Designated Agents affiliated with same principal broker to offer each client exclusive representation with full fiduciary obligations, not limited as they would be in a Dual Agency relationship, while still safeguarding clients' confidential information. Reference KRS 324.121(2).

Transactional Brokerage: In a Transactional Brokerage relationship, the principal broker of a brokerage company, and an affiliated licensee(s), if so designated by the principal broker, provide real estate brokerage services to either, or both, party(ies) to a transaction. They owe the party(ies) only the duties of good faith and fair dealing, and do not relay confidential information between the parties, unless so directed by the sending party. A party to Transactional Brokerage is not a client or prospective client.

Unrepresented Party: From time to time in a real estate transaction, a party will not be represented by an agent, but will otherwise interact with a licensee. This party is known as an Unrepresented Party and a licensee owes an Unrepresented Party the duties of good faith and fair dealing. An Unrepresented Party is not a client or prospective client. If you elect to be an Unrepresented Party to a transaction, take the steps necessary to protect your best interests. If the other party is represented by an agent, you may be at a disadvantage in the transaction due to the skill and experience of that agent.

Real Estate Teams: In the course of your real estate transaction, you may engage with a real estate team. Teams are defined as a group of more than one licensee working together who are affiliated with the same principal broker, led by a team leader, and representing themselves to the public utilizing the same authorized alternate or assumed name to brand, advertise, and broker real estate. Teams form for a variety of reasons, including sharing branding and expenses, to broker real estate under the supervision of the principal broker. A team does not operate independently of the principal broker or agency law and must not represent themselves as a separate brokerage company providing real estate brokerage services. Make sure you understand who specifically is representing you as an agent if you choose to work with a team.

Confidential Information: If you are a client or prospective client as defined by law, you are owed the fiduciary obligation of confidentiality, which means that the licensee must protect information provided by you that would materially compromise your negotiating position in a transaction if disclosed to the other party, unless disclosure is required by law. You may also designate in writing other information you wish to maintain confidential. If you have any questions or concerns about confidentiality, seek a satisfactory answer prior to providing the information you wish to maintain confidential. During the course of a transaction, including when sending offers, information delivered to the other party will not be confidential unless a previous agreement is in place to maintain confidentiality.

Cooperation: This brokerage company may, during the course of a transaction, share fees or compensation with another brokerage company. This typically occurs when a listing brokerage company shares compensation with another brokerage company representing a buyer for a specific listed property. The fact that brokerage companies may share compensation during the course of a transaction does not mean that you are in an agency relationship with any brokerage company. If you are concerned about compensation and how it may be shared, seek a satisfactory answer prior engaging in a transaction.

Fair Housing Statement: It is illegal, pursuant to the Kentucky Fair Housing Law and Federal Fair Housing Law, to refuse to sell, transfer, assign, rent, lease, sublease, or finance housing accommodations, or 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, familial status, disability, national origin, sexual orientation (in some counties) or gender identity (in some counties) or to so discriminate in advertising the sale or rental of housing, in the financing of housing, or in the providing 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 representations regarding the entry into the neighborhood of a person or persons belonging to one of the protected classes.

We hope you find this information helpful as you begin your real estate transaction. When you are ready to enter into a transaction, you will be asked to sign an Agency Consent Agreement that specifically identifies the agency relationship between you, the principal broker of this brokerage company, and any affiliated licensees. Please ask questions if there is anything you do not understand.

Your signature below will not obligate you to work with this brokerage company if you do not choose to do so. A copy of this signed Guide will be provided to you and a record of it maintained by the brokerage company. Please add this Guide to your records for reference even if you refuse to sign.

Signature	Date/Time
Signature	Date/Time



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AGENCY CONSENT AGREEMENT – BUYER / LESSEE

The real estate agent who is providing you with this form is required to do so by Kentucky law. The purpose of this form is to confirm that you have been advised of the role of the agent(s) in the transaction proposed below.

Buyer(s)/Lessee(s): _____

Property Address: 1205 W Shelby St Falmouth 41040-1047

PART A

(To be completed prior to entering into a written agreement to provide real estate brokerage services, including, but not limited to, a buyer representation agreement, or completing, or directing the completion of, a contract, offer, or lease for a real estate transaction)

The Principal Broker being retained is _____ (name of Principal Broker)
and Affiliate Agent _____ (name of Affiliate Agent)
of the _____ (name of brokerage firm) brokerage firm.

At this time Licensee is retained as the following type of agent: (check one)

- ☐ Buyer's agent
☐ Dual agent
☐ Designated agent
☐ Licensee(s) shall provide transactional brokerage services to buyer(s) / lessee(s). For the purposes of this form, a party to transactional brokerage services is not a client or prospective client.

I (we) consent to the above relationships as we enter into this real estate contract. If there is a dual agency or designated agency in this transaction, I (we) acknowledge reading the information contained in the **Kentucky Real Estate Commission's A Guide to Agency Relationships**.

BUYER/LESSEE Signature

Printed Name

DATE/TIME

BUYER/LESSEE Signature

Printed Name

DATE/TIME

PART B

(To be completed at the time the licensee prepares and/or submits an offer, contract, or lease for the clients. If and when PART B is completed, PART B supersedes PART A.)

I. TRANSACTION INVOLVING TWO AGENTS IN TWO DIFFERENT BROKERAGES

The Buyer/Lessee is represented by _____ of
AFFILIATE AGENT

NAME OF BROKERAGE FIRM AND PRINCIPAL BROKER'S NAME

II. TRANSACTION INVOLVING TWO AGENTS IN THE SAME BROKERAGE

(Mark the appropriate box)

If two agents in the same real estate brokerage represent both the Buyer/Lessee and the Seller/Lessor, check the following relationship that will apply:

Designated Agency:

- ☐ Affiliate Agent(s) _____ of _____ represents the Buyer/Lessee and another Agent(s) in the same firm represents the Seller/Lessor. The Principal Broker and managers will be "dual agents," which is explained in the Kentucky Real Estate Commission's A Guide to Agency Relationships. As dual agents, they will remain loyal to both parties in the transaction, and they will protect all parties' confidential information;

OR

Dual Agency:

- ☐ Every agent in the brokerage represents every "client" of the brokerage. Therefore, Agent(s) _____ and _____ will be working for both the Buyer/Lessee and Seller/Lessor as "dual agents". Dual agency is explained in the ***Kentucky Real Estate Commission's A Guide to Agency Relationships***. As a dual agent, they will remain loyal to both parties in the transaction, and they will protect all parties' confidential information.

III. TRANSACTION INVOLVING ONLY ONE REAL ESTATE AGENT

(Mark the appropriate box.)

Affiliate Agent _____ and the brokerage firm _____ will:

- ☐ be a "dual agent" representing both parties in this transaction. Dual agency is explained in the **Kentucky Real Estate Commission A Guide to Agency Relationships**. As a dual agent they will remain loyal to both parties, and they will protect all parties' confidential information

OR

- ☐ represent only the (check one) ☐ Buyer/Lessee or ☐ Seller/Lessor. The other party(ies) is not represented and agrees to represent his/her own best interest. Any information provided to the agent may be disclosed to the agent's client.

IV. TRANSACTION INVOLVING NON-CLIENT PARTIES

(Mark the appropriate box.)

☐ Transactional Brokerage: The Principal Broker of the Brokerage Firm assigns (Identify all Licensees acting as a Transactional Agent): _____ to provide real estate brokerage services to either, or both, Party(ies) to the transaction, owe the Party(ies) only the duties of good faith and fair dealing, and to not relay confidential information between the Parties, unless so directed by the sending Party. For the purposes of this Agreement, a party to a Transactional Brokerage is not a Client or Prospective Client.

The ☐ Buyer; ☐ Seller; ☐ Lessor; ☐ Lessee is an Unrepresented Party. A licensee owes an Unrepresented Party the duties of good faith and fair dealing. For the purposes of this Agreement, an Unrepresented Party is not a Client or Prospective Client.

LICENSEE'S RELATIONSHIP TO OTHER PARTIES IN THE TRANSACTION

To the best of their knowledge, licensee(s) does not have a PERSONAL, FAMILY, or BUSINESS relationship with another party to this transaction. If such a relationship does exist, please explain:

DISCLAIMER

Responsibilities of the Parties: The duties of the agent and brokerage in a real estate transaction do not relieve the Seller/Lessor and Buyer/Lessee from the responsibility to protect their own interests. The Seller/Lessor and Buyer/Lessee are advised to carefully read all agreements to assure that they adequately express their understanding of the transaction. The agent and brokerage are qualified to advise on real estate matters. IF LEGAL OR TAX ADVICE IS DESIRED, YOU SHOULD CONSULT THE APPROPRIATE PROFESSIONAL.

PARTY CONSENT

I (we) consent to the above relationships as we enter into this real estate transaction. If there is a dual agency or designated agency in this transaction, I (we) acknowledge reading the information contained in the Commission's Guide to Agency Relationships.

BUYER/LESSEE Signature

Printed Name

DATE/TIME

BUYER/LESSEE Signature

Printed Name

DATE/TIME



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- ☐ Buyer's agent
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☐ Licensee(s) shall provide transactional brokerage services to buyer(s) / lessee(s). For the purposes of this form, a party to transactional brokerage services is not a client or prospective client.

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BUYER/LESSEE Signature

Printed Name

DATE/TIME

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PART B

(To be completed at the time the licensee prepares and/or submits an offer, contract, or lease for the clients. If and when PART B is completed, PART B supersedes PART A.)

I. TRANSACTION INVOLVING TWO AGENTS IN TWO DIFFERENT BROKERAGES

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- ☐ represent only the (check one) ☐ Buyer/Lessee or ☐ Seller/Lessor. The other party(ies) is not represented and agrees to represent his/her own best interest. Any information provided to the agent may be disclosed to the agent's client.

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BUYER/LESSEE Signature

Printed Name

DATE/TIME

BUYER/LESSEE Signature

Printed Name

DATE/TIME

1207 W Shelby St Falmouth Ky 41040
Kentucky, AC +/-

(21)



Boundary

Doug Garner
P: 8593912100

<http://NorthernKentuckyAuction.com>

5285 Madison Pike

The information contained herein was obtained from sources deemed to be reliable.
Land ID™ Services makes no warranties or guarantees as to the completeness or accuracy thereof.



Pendleton County, KY PVA

Summary

Parcel Number 042-70-05-006.00
 Account Number 26511
 Location Address SHELBY ST W 01205
 Description .821 ACRES & BAR
 (Note: Not to be used on legal documents)
 Class Commercial
 Tax District 02 Falmouth
 Rate Per Thousand 18.1200

[View Map](#)


Owner

Primary Owner
[GREGORY PAUL T](#)
 1313 AMBROSE WRIGHT RD
 FALMOUTH, KY 41040-

Land Characteristics

Condition		Topography	Level
Plat Book/Page	068-345	Drainage	
Subdivision	CLARKS ADDITION	Flood Hazard	Slight
Lot		Zoning	
Block	2	Electric	Yes
Acres	0.82	Water	No
Front	0	Gas	No
Depth	0	Sewer	No
Lot Size	0x0	Road	2 Lane
Lot Sq Ft	0	Sidewalks	No
Shape		Information Source	

Valuation

	2025 Working Tax Roll	2024 Certified Tax Roll	2023 Certified Tax Roll	2022 Certified Tax Roll
+ Land Value	\$34,900	\$34,900	\$20,000	\$20,000
+ Improvement Value	\$100,000	\$100,000	\$145,000	\$120,000
+ Ag Improvement Value	\$0	\$0	\$0	\$0
= Total Taxable Value	\$134,900	\$134,900	\$165,000	\$140,000
- Exemption Value	\$0	\$0	\$0	\$0
= Net Taxable Value	\$134,900	\$134,900	\$165,000	\$140,000
+ Land FCV	\$0	\$0	\$0	\$0
+ Improvement FCV	\$0	\$0	\$0	\$0
+ Ag Improvement FCV	\$0	\$0	\$0	\$0
= Total FCV	\$0	\$0	\$0	\$0
Exemption				
Farm Acres	0.00	0.00	0.00	0.00
Fire Protection Acres	0.00	0.00	0.00	0.00

Taxes

	2024	2023	2022
Tax	\$1,695.69	\$2,128.50	\$1,839.60

Improvement Information

Building Number	2	Kitchens	0
Description	COLD SPOT BAR (1205 W SHELBY ST)	Dining Rooms	0
Residence Type		Living Rooms	0
Comm Type	Restaurant/Recreation Bar or Lounge	Family Rooms	0
Mobile Home Type		Bedrooms	0
Year Built	0	Full Baths	0
Effective Age	0	Half Baths	0
Ave. Wall Height	0	Other Rooms	0
Structure	1 Story	Total Rooms	0
Number of Stories	1	Living/Office/Manuf Sq Ft	2,788/0/0
Exterior	Frame/Brick	Fireplaces/Water	0/1
Foundation		Supplemental Heat	
Construction Type		Mobile Home Model	
Construction Quality		Mobile Home Manufacturer	
Building Condition		MH Skirt Foundation	
Roof Type	Gable	Heat	No
Roof Cover	Comp.Shingles	Heat Source	
Roof Pitch		Heat Type	
Basement Type		Air Conditioning	No
Basement Finish		AC/Type	
Basement Size		Special Improvements	No
Basement Sq Ft	0	Fire Alarm	No
Garage/Carport		Sprinklers	No
Garage Size		Porch/Deck	None
Garage Type		Porch Sq Ft	0
Garage Exterior		Deck Sq Ft	0
Width	0	Concrete Sq Ft	0
Length	0	Farm Bldg Type	
Garage Sq Ft	0	Value	\$100,000.00
Pool	None	Driveway	Gravel
Pool Size	0	Fence	0
Tennis Courts	None		

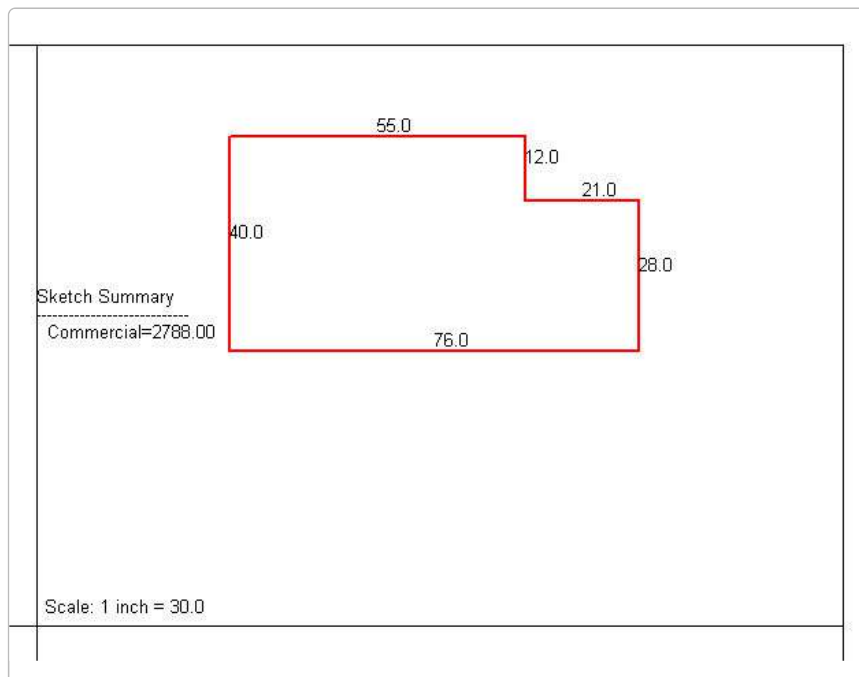
Sale Information

	Sale Date ↕	Sale Price ↕	Sale Type ↕	Book-Page ↕	Grantee ↕	Grantor ↕
Show Deed	12/19/2005	\$65,000	Affiliated Organizations	274-745	GREGORY PAUL T	ENGLISH DANNY
Show Deed	6/1/1999	\$135,000	Multiple Properties	221-462	ENGLISH DANNY	FERGUSON DAVID A & CORA E
Show Deed	11/8/1997	\$0		208-019	FERGUSON DAVID & CORA	WOOD STEPHEN P
Show Deed	8/15/1997	\$60,000	Multiple Properties	205-539	FERGUSON DAVID A & CORA E	LAFOLLETTE ROBERT

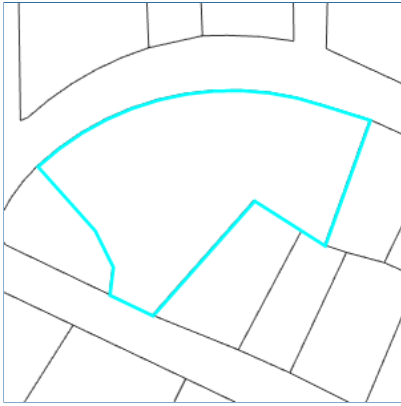
Photos



Sketches



Map



No data available for the following modules: Special Assessments.

The Pendleton County Property Valuation Administrator's Office makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. The assessment information is from the last certified taxroll. All data is subject to change before the next certified taxroll.
[User Privacy Policy](#) | [GDPR Privacy Notice](#)
Last Data Upload: 5/12/2025, 8:16:10 PM

[Contact Us](#)

Developed by
 **SCHNEIDER**
GEOSPATIAL



5285 Madison Pike • Independence, KY 41051
859-525-6777 • douggar@gmail.com
NorthernKentuckyAuction.com
Douglas Garner • Kentucky License No. _____

BIDDER TERMS AND CONDITIONS

These Bidder Terms and Conditions apply to auctions conducted by Northern Kentucky Auction, LLC, and constitute a legal, valid, binding, and enforceable contract between Auctioneer and each Participant, Bidder, and Buyer. These bidder terms and conditions also form the basis for the contract of sale between the Seller and the Buyer.

1. **Auction Conducted Under and In Accordance with These Bidder Terms and Conditions, Additional Terms and Conditions Posted by Auctioneer, and Announcements Made at the Time of the Auction, and Applicable Law.** The Auction is conducted under and in accordance with these Bidder Terms and Conditions, any and all other Terms and Conditions posted by Auctioneer (whether at the Auction Site or online), any announcements or corrections made by Auctioneer at the time of the Auction, and applicable law. By participating in the Auction, whether at the auction site, online, telephonically, or through any other means (including Absentee Bid), each Participant agrees to be bound by, and to abide by, all such Bidder Terms and Conditions.

2. **Definitions.** The following definitions apply to these Bidder Terms and Conditions for each auction conducted by Auctioneer:

"Absentee Bid" means a bid submitted to Auctioneer in advance by an Absentee Bidder for the execution during the Auction under terms established by Auctioneer.

"Absentee Bidder" means a person or entity that submits an Absentee Bid. An absentee Bidder may or may not be present at the Auction.

"Absolute Auction" or "Absolute" applies only if and when expressly indicated and means that property is sold to the highest bidder regardless of the amount of the final bid, with no limiting conditions, restrictions, or reservations. This type of auction is also known as an auction Without Reserve. Provided that a bid is received within a reasonable time after property is put up at Absolute Auction, the property will be sold to the highest bidder regardless of the final bid amount. Property put up at Absolute Auction may be withdrawn by Auctioneer if a bid is not received within a reasonable time. **UNLESS SPECIFICALLY AND EXPRESSLY STATED BY AUCTIONEER IN WRITING, NO PROPERTY IS BEING SOLD ABSOLUTE OR WITHOUT RESERVE.**

"Attendee" means any person who attends the Auction at the Auction Site, whether such person is a Registered Bidder or not.

"Auction" means the auction sale at which Auctioneer solicits bids, or is scheduled to solicit bids.

"Auction Site" means the physical location of the Auction, or, for an Auction conducted entirely online, the location where Property may be inspected and where a Buyer may pick up Personal Property.

"Bidder" means any person or entity that makes a bid at the Auction.

"Bidder Number" means the number or other identifier issued by Auctioneer to a Registered Bidder for the purposes of identifying bids to such Registered Bidder.

"Bidder Registration" means the information provided by a prospective Bidder, and the process of registering such prospective Bidder to bid at the Auction, including the prospective Bidder's agreement to be bound by these Bidder Terms and Conditions.

"Bidder Terms and Conditions" means these Bidder Terms and Conditions.

"Broker Participation Fee" means an amount that is paid to a broker who has participated in procuring a Buyer, or has otherwise assisted in facilitating the sale of Property at the Auction, under the terms and conditions and in the amount established by Auctioneer.

"Buyer" means the Winning Bidder with respect to each Lot of Personal Property or of each parcel of Real Property, as the case may be.

PG 8

"Buyer's Premium" is an amount with respect to each Lot of Personal Property or with respect to each parcel of Real Property, calculated as a percentage of the Hammer Price, that is payable by the Buyer to Auctioneer for Auctioneer's own account. For offered Subject to Seller's Confirmation, the Buyer's Premium will be calculated on the amount of the High Bid Subject to Confirmation.

"Commission" means the amount payable by or on behalf of Seller to Auctioneer for Auctioneer's services, calculated as a percentage of the Hammer Price.

"Fall of the Hammer" means the point, after bids have been received, at which Auctioneer declares a Lot of Personal Property or Real Property "sold" to the Bidder acknowledged by Auctioneer as having made the Winning Bid. During an auction that is exclusively online, the Fall of the Hammer may occur electronically at the end of timed (or extended) bidding. In an auction that is Subject to Seller's Confirmation, the Fall of the Hammer will occur on Seller's Confirmation of the High Bid Subject to Confirmation.

"Hammer Price" means the high bid amount recognized by Auctioneer with the Fall of the Hammer.

"High Bid" means the high bid amount recognized by Auctioneer at the conclusion of bidding on a Lot or on a parcel of Real Property, as the case may be.

"High Bid Subject to Confirmation" means the High Bid amount recognized by Auctioneer at the conclusion of bidding on Real Property put up at Auction Subject to Seller's Confirmation. If the High Bid Subject to Confirmation is confirmed by Seller, it will be the Hammer Price.

"High Bidder" means the Bidder recognized by Auctioneer as having made the High Bid with respect to a Lot or a parcel of Real Property.

"Knocked Down" or "Knock Down" means, with respect to any Property put up at the Auction, that Auctioneer has acknowledged the Winning Bid with the Fall of the Hammer, or by announcing "sold", or by giving a similar such indication. Property may be Knocked Down electronically at the conclusion of a timed online auction event. (Also, "Struck Off" or "Strikes Off").

"Lot" means each individual item or grouping of Personal Property offered at one time by Auctioneer.

"No Sale" occurs if Property is put up at the Auction but is not Struck Off or sold, and Auctioneer passes on such Property or declares a No Sale.

"Online Auction Platform" means the hardware and software utilized to conduct the Auction online and to facilitate online bidding, including any associated, adjunct, and/or complementary websites, services, premiums and promotions.

"Online Auction Platform Provider" means the provider of the Online Auction Platform and related services.

"Online Bidding Period" means, with respect to an Auction conducted in whole or in part online, any established period during which online bids may be tendered.

"Participant" means any person who attends, or otherwise participates in, the Auction (in person or remotely). The term Participant includes, but is not limited to, Attendees, Registered Bidders, Bidders, and Buyers.

"Personal Property" means the tangible and moveable property, and any intangible property (including, without limitation, intellectual property) put up at the Auction.

"Private Sale" means an event in which Property is sold by Seller, or on Seller's behalf, other than at the Auction (including a sale at an auction conducted by a person or entity other than Auctioneer).

"Private Sale Price" means the fair market purchase price of the Property paid, or agreed to, at a Private Sale in an arms-length transaction between Seller and the purchaser of the Property. If the Property is sold through a Private Sale for less than its fair market value, or in a transaction that is not an arms-length transaction, or is gifted by Seller, the Private Sale Price will be an amount equal to the fair market value of the Property in an arms-length transaction.

"Property" means the Real Property and the Personal Property.

"Purchase Price" means an amount equal to the Hammer Price or High Bid Subject to Confirmation, as the case may be, **plus** the Buyer's Premium.

"Real Property" means



The real property located at 1205 W Shelby St Ft/MOUTH KY
Property identification number (if available): _____



The separately deeded parcels of real property identified on an attachment to these Bidder Terms and Conditions.

"Realty Closing" means the settlement on the sale of the Real Property at which Seller sells, transfers, assigns, and conveys Seller's right, title, and interest in the Real Property to the Buyer, and the Buyer pays the Purchase Price for the Real Property.

"Realty Closing Date" means the date on which the Realty Closing occurs.

"Realty Deposit" is the good faith deposit made by the Buyer against the Purchase Price for the Real Property.

"Realty Purchase and Sale Agreement" means the contract for the purchase and sale of Real Property put up at the Auction executed at the close of bidding by the Winning Bidder, or the Bidder making the High Bid Subject to Confirmation, as the case may be. In an Auction Subject to Seller's Confirmation, Seller will execute the Realty Purchase and Sale Agreement only on Seller's confirmation, approval, and acceptance of the High Bid Subject to Confirmation.

"Registered Bidder" means a person or entity that has registered to bid at the Auction.

"Registration Deposit" means, if required by Auctioneer, the deposit made by a Registered Bidder in order to register for the Auction. Auctioneer may require that the Registration Deposit be made in certified funds or in such other form as determined by Auctioneer in Auctioneer's discretion.

"Reserve" or "With Reserve" means that property put up at auction may be withdrawn by the Auctioneer and/or bids may be rejected by Auctioneer prior to the Fall of the Hammer. **UNLESS SPECIFICALLY AND EXPRESSLY STATED OTHERWISE BY AUCTIONEER IN WRITING, ALL PROPERTY IS BEING WITH RESERVE.**

"Reserve Price" means the minimum price that Seller is willing to accept for specific Property. If Property put up With Reserve is subject to a Reserve Price, such property will not be Struck Off unless the Reserve Price is met or waived.

"Seller's Confirmation" means Seller's confirmation, approval, and acceptance of the High Bid Subject to Confirmation acknowledged and recorded by Auctioneer.

"Struck Off" or "Strikes Off" means, with respect to any Property put up at the Auction, that Auctioneer has acknowledged the Winning Bid with the Fall of the Hammer, or by announcing "sold", or by giving a similar such indication. Property may be Struck Off electronically at the conclusion of a timed online auction event. (Also, "Knocked Down" or "Knock Down").

"Subject to Seller's Confirmation" means, with respect to any Property expressly identified in this Agreement as being sold Subject to Seller's Confirmation, that after the High Bid Subject to Seller's Confirmation has been received and acknowledged by Auctioneer, Seller may determine, in Seller's sole and absolute discretion, to (i) accept such bid or (ii) reject such bid.

"Winning Bid" means the highest bid received and accepted (and if Subject to Seller's Confirmation, confirmed by Seller).

"Winning Bidder" means the Bidder who is recognized by Auctioneer as having made the Winning Bid.

"Withdrawn", "Withdrawal", or "Withdraw" refers to the circumstance in which the Property is removed or withdrawn from the Auction, or in which it is determined that such Property will not be offered or sold at the Auction.

"Without Reserve" means Absolute.

3. **Bidder Registration; Bidder Qualification.** All persons desiring to bid at the Auction, must register to bid and be issued a Bidder Number. In order to register to bid, each potential Bidder must provide such information (including identifying information and qualifications) as requested by Auctioneer. Each person registering to bid represents to the Auctioneer that such person is at least eighteen (18) years of age and is otherwise legally able to enter into a contract. Auctioneer may refuse to accept a Bidder Registration from any potential Bidder, may refuse to issue a Bidder Number to any potential Bidder, and may revoke any Bidder Registration or Bidder Number. Each person registering to bid, or otherwise participating, at the Auction acknowledges and agrees that such person has read, understands, and agrees to be bound by, these Bidder Terms and Conditions. In Auctioneer's discretion, bids may be received from a person who has not registered to bid, and/or who has not satisfied all requirements for Bidder Registration, and/or who has not been issued a Bidder Number, and, by

bidding, such person will be bound by these Bidder Terms and Conditions. Auctioneer may establish such Bidder qualifications as Auctioneer determines, in Auctioneer's discretion, are reasonably necessary or appropriate. Bidder qualification provisions (which may include proof of the availability of funds) are intended for the benefit of Auctioneer and Seller, and create no rights or interests in any other persons, including competing Bidders. Auctioneer and/or Seller may (but will not be required to) waive any Bidder qualifications, either globally or on a case by case basis.

4. **Auction Conducted in the Commonwealth of Kentucky.** The Auction is conducted in the Commonwealth of Kentucky. All Property is offered for sale in the Commonwealth of Kentucky, and will be Knocked-Down or Struck Off in the Commonwealth of Kentucky. Notwithstanding the physical location of any Participant, these Bidder Terms and Conditions are entered into in the Commonwealth of Kentucky, all bids and payments are received in the Commonwealth of Kentucky, and all contracts between Seller and Buyer (including the Realty Purchase and Sale Agreement, if any), are formed and entered into in the Commonwealth of Kentucky.

5. **Buyer's Premium.** All Property offered at the Auction is subject to a Buyer's Premium, which will be paid by the Buyer to Auctioneer for Auctioneer's own account. The Buyer's Premium will be calculated as a percentage of the Hammer Price, and will be added to the Hammer Price to determine the final Purchase Price.

The Buyer's Premium for Personal Property will be amount equal to TEN percent (10 %) of the Hammer Price for each Lot Struck Off at the Auction.

☐ The Buyer's Premium for Personal Property will be reduced to _____ (____ %) for purchases that are paid in cash or by check.

The Buyer's Premium for Real Property will be amount equal to TEN percent (10 %) of the Hammer Price for each parcel of Real Property Struck Off at the Auction.

6. **Access to Auction Site and/or Online Auction Platform.** Participants assume all risks associated with their presence at the Auction Site and/or their access to any Online Auction Platform utilized by Auctioneer. Any person may be denied access to the Auction, the Auction Site, and any Online Auction Platform utilized by Auctioneer, and may be removed at Auctioneer's discretion.

7. **Nature of the Auction.**

☐ The Auction for the Real Property will be an Absolute Auction. This means that, once a bid is received on a parcel of Real Property put up at the Auction such parcel of Real Property will be sold to the highest Bidder.

☒ The Auction for the Real Property will be With Reserve. Prior to the Fall of the Hammer, Auctioneer may Withdraw the Real Property, or any of it, from the Auction.

☐ The Real Property will be sold Subject to Seller's Confirmation. This means that after the High Bid Subject to Confirmation has been received and acknowledged by Auctioneer, Seller may determine, in Seller's sole and absolute discretion, to (i) accept such bid or (ii) reject such bid.

☐ The Auction for the Personal Property will be an Absolute Auction. This means that, once a bid is made on a Lot, the Lot will be sold to the highest Bidder.

☒ The Auction for the Personal Property will be With Reserve. Auctioneer may Withdraw any Lot prior to the Fall of the Hammer on such Lot.

8. **Bidding.** Bidders may only bid at the Auction by agreeing to be bound by these Bidder Terms and Conditions. By bidding, each Bidder acknowledges and agrees that such Bidder is subject to, and bound by, these Bidder Terms and Conditions.

9. **No Bid Retraction.** No Bidder may retract a bid that has been acknowledged by Auctioneer or that has been submitted online. Each Bidder acknowledges and agrees that Auctioneer is acting in reliance on tendered bids in the conduct of the Auction, and that bid retraction is disruptive and interferes with the Auction, and that, as an inducement for Auctioneer to accept such Bidder's Bidder Registration and for such Bidder to bid at the Auction, each Bidder agrees not to withdraw or to attempt to withdraw any tendered bid.

10. **Online Auction.** The following terms and conditions apply if the Auction is conducted, in whole or in part, online:

10.1. **Online Bidding Registration.** Anyone desiring to bid online, or to establish the possibility of bidding online, will be required to create an online bidding account by completing all necessary forms and providing required information.

10.2. **Bidder Terms and Conditions; Notices and Announcements.** The Auction will be conducted in accordance with these Bidder Terms and Conditions and any notices or announcements by Auctioneer and/or posted online or onsite.

10.3. **Posted Times.** All times are based on the Eastern Standard Time zone unless stated otherwise. Posted closing times and time displays are approximate. Auctioneer reserves the right to close early or extend the Auction at Auctioneer's sole and absolute discretion.

10.4. **Online Bidding Increments.** Auctioneer may establish bid increments, and may modify or change bid increments, in Auctioneer's sole and absolute discretion.

10.5. **Records of Online Activity.** Absent clerical errors, Auctioneer's records will be final and conclusive.

10.6. **Technology Disruptions.** Auctioneer will not be responsible for technology disruptions, errors, or failures (including disruptions to bidding or the failure to execute, recognize, or record online bids), whether caused by (i) loss of connectivity, breakdown, disruption, or failure of the Online Auction Platform, (ii) breakdown, disruption, or failure of a Bidder's internet connection, computer, or system, or (iii) otherwise. Auctioneer may, but will not be required to, continue, suspend, delay, extend, reschedule, or close the Auction because of disruptions caused by technology failures, even after bidding has commenced.

10.7. **Failures by Online Auction Platform Provider and its Affiliates or Contractors.** Auctioneer may use an Online Auction Platform Provider to facilitate the Auction. Under no circumstances will Auctioneer be liable for any failure of the Online Auction Platform Provider to perform all or any of its obligations, or for the failure of any affiliates, employees, agents, representatives, or contractors of the Online Auction Platform Provider to perform their obligations.

10.8. **Auto Extend Feature.** Any Online Bidding Period may include an auto extend feature. This means that, if an online bid is entered within a set time period approaching the end of the established Online Bidding Period, the Online Bidding Period will automatically be extended for an additional amount of time in increments established by Auctioneer, and will continue to be so extended until there is a set period of time that lapses during which no online bids are received, after which bidding will close.

10.9. **Disclaimer.** Auctioneer makes no representations or warranties, and disclaims all representations and warranties, (i) that the Online Auction Platform or any related website or technology will be uninterrupted, error free or virus free, (ii) as to the results that may be obtained by using the Online Auction Platform or any related website or technology, or (iii) as to the accuracy, completeness, reliability, security, or current nature of the Online Auction Platform or any related technology.

10.10. **Responsibility for Online Bids.** Each Registered Bidder is responsible for all bids transmitted from such Registered Bidder's computer or from such Registered Bidder's account for the Online Auction Platform. If a Winning Bid is sent from the computer of a Registered Bidder, or from a Registered Bidder's account for the Online Auction Platform, such Registered Bidder will be the Buyer.

10.11. **No Reduction or Retraction of Online Bids.** Except in extraordinary circumstances and in Auctioneer's sole and absolute discretion, online bids may not be reduced or retracted.

10.12. **Competing Online and Onsite Bids.** In the event of contemporaneously made online and onsite bids, Auctioneer will determine which bid is the successful bid, and may, in Auctioneer's discretion, reopen the bidding.

10.13. **Winning Bidders Subject to Certification by Auctioneer.** The final determination of the Winning Bidder is subject to certification by Auctioneer; and any email or electronic message (whether generated manually or automatically) is subject to such certification.

11. **Absentee Bids; Remote Bidding.** In Auctioneer's discretion, Auctioneer may receive Absentee Bids and/or bids tendered by remote Bidders (whether telephonically or otherwise). Absentee Bids may be initiated and advanced in accordance with Auctioneer's policies and procedures. Auctioneer will make reasonable efforts to execute Absentee Bids, but Auctioneer will have no liability to any Absentee Bidder for the failure to execute any Absentee Bids for any reason whatsoever. Each Absentee Bidder acknowledges and agrees that Property may be sold to another Bidder for the maximum amount of the Absentee Bid based on a bidding sequence that causes another Bidder to reach the such amount first. If the execution of an Absentee Bid at its maximum amount would require Auctioneer to accept a bid that is less than a full bidding increment, Auctioneer has the sole and absolute discretion to acknowledge or reject such bid. An Absentee Bidder may authorize Auctioneer to advance the bid by one or more bidding increments after the maximum amount of the Absentee Bid is, or would be, reached. Auctioneer acts as the agent of the Seller only, and the receipt and/or execution of Absentee Bids will not create an agency relationship between Auctioneer and any Absentee Bidder.

12. **Bid Increments.** Bid increments are established and controlled by Auctioneer, and may be adjusted or modified in Auctioneer's sole and absolute discretion. Auctioneer may reject or refuse to accept bids that are considered trifling increases over the preceding bid.
13. **Registered Bidders Responsible for Bids Placed on Bidder Number.** Each Registered Bidder is responsible for the Bidder Number issued to such Registered Bidder. Auctioneer is not responsible for monitoring or policing the use of Bidder Numbers, and each Registered Bidder is responsible for all bids made on the Bidder Number issued to such Registered Bidder even if the Registered Bidder claims that the Bidder Number was lost, stolen, or misappropriated, unless notice of a lost, stolen, or misappropriated Bidder Number was provided to Auctioneer prior to an unauthorized bid being made. Absent a clerical error, Auctioneer's records will be conclusive.
14. **Withdrawal of Property by Auctioneer.** Unless specific Property is, in express written terms, put up at Absolute Auction, Auctioneer has the right to withdraw any Property from the Auction prior to the Fall of the Hammer.
15. **Winning Bid; Buyer.** Pursuant to these Bidder Terms and Conditions, the Bidder making the Winning Bid for any Lot or item of Personal Property or each parcel of Real Property, as the case may be, will be the Buyer of such Property.
16. **All Property Sold "AS IS", "WHERE IS", and "WITH ALL FAULTS".** ALL PROPERTY IS BEING OFFERED AND SOLD IN ITS AS IS/WHERE IS CONDITION AT THE TIME OF THE AUCTION, WITH ALL FAULTS, INCLUDING ANY HIDDEN DEFECTS OF ANY NATURE. NEITHER AUCTIONEER NOR SELLER MAKES ANY REPRESENTATIONS, WARRANTIES, OR GUARANTEES WHATSOEVER, EXPRESS OR IMPLIED, REGARDING THE NATURE, VALUE, SOURCE, AUTHENTICITY, FITNESS, MERCHANTABILITY, AND/OR ANY OTHER ASPECT OR CHARACTERISTICS OF SUCH PROPERTY. NO STATEMENT ANYWHERE, WHETHER EXPRESS OR IMPLIED, INCLUDING VERBAL STATEMENTS MADE BY AUCTIONEER, WILL BE DEEMED A WARRANTY OR REPRESENTATION BY AUCTIONEER OR SELLER. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THERE ARE NO WARRANTIES OF TITLE, NON-INFRINGEMENT, AUTHENTICITY, ORIGIN, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. EACH BIDDER ACKNOWLEDGES AND AGREES THAT SUCH BIDDER CANNOT RELY, AND HAS NOT RELIED, ON ANY REPRESENTATION, WARRANTY, OR GUARANTY MADE BY THE SELLER OR ANYONE ACTING AS AGENT OF THE SELLER, ORALLY OR IN WRITING, ABOUT THE PROPERTY, OR ANY OF IT. BY BIDDING, EACH BIDDER ACKNOWLEDGES AND AGREES THAT SUCH BIDDER HAS HAD A FULL AND FAIR OPPORTUNITY TO INSPECT THE PROPERTY, AND IS RELYING SOLELY ON, OR HAS WAIVED, SUCH BIDDER'S INSPECTION AND INVESTIGATION (i) IN DETERMINING WHETHER TO BID, (ii) IN DETERMINING THE AMOUNT OF A BID, AND (iii) IN BIDDING.
17. **Announcements.** Subject to the limitation set forth in these Bidder Terms and Conditions, all terms and conditions and other announcements made by Auctioneer on the day of the Auction are binding and take precedence over any advertisements or listings.
18. **Bidder's Inspection.** By bidding, each Bidder acknowledges and agrees that such Bidder has had a full and fair opportunity to inspect the Property, and is relying solely on, or has waived, such Bidder's inspection and investigation (i) in determining whether to bid, (ii) in determining the amount of a bid, and (iii) in bidding.
19. **Description of Property.** Unless otherwise expressly stated otherwise in writing, any description of Property is based solely on visual impression, and is given solely for identification purposes, and does not create any warranty, expressed or implied, or representation by Auctioneer.
20. **Contract of Sale for Personal Property.** By operation of these Terms and Conditions and Section 2-328(b) of the Uniform Commercial Code, no additional or further writing will be required to evidence the existence of a contract of sale for any Personal Property Knocked-Down at the Auction regardless of the Purchase Price, and these Bidder Terms and Conditions, together with Auctioneer's clerking sheets or other physical or digital notation identifying the Lot, the Hammer Price, and the Buyer, will be conclusive evidence as to the terms of the sale. These Bidder Terms and Conditions will be incorporated into and made a part of the contract between each Buyer and Seller.
21. **Sale of the Real Property.** The following terms and conditions apply if Real Property is offered at the Auction:
- 21.1. **Bidder Qualification.** Auctioneer may impose qualifications for bidding on the Real Property. Any such qualifications, which may include, without being limited to, proof of the availability of funds, will be posted or otherwise made available by Auctioneer. Bidder qualification provisions (which may include proof of the availability of funds) are intended for the benefit of Auctioneer and Seller, and create no rights or interests in any other persons, including competing Bidders. Auctioneer and/or Seller may (but will not be required to) waive any Bidder qualifications, either globally or on a case by case basis.
- 21.2. **Registration Deposit.** In Auctioneer's discretion, Auctioneer may require Bidders to make a registration deposit in order to bid on the Real Property. The registration deposit of the Winning Bidder will be applied against the

Purchase Price for the Real Property, and registration deposits made by others will be returned at the conclusion of the Auction.

21.3. **Separately Deeded Parcels.** If the Real Property consists of two or more separately deeded parcels, Auctioneer may, in Auctioneer's discretion, put the parcels up for bid individually, as an entire group, and by various combinations, and the bids received by each method will be held until it is determined which method yields the highest aggregate Purchase Price. Bidding may be conducted in multiple rounds, and in a round robin fashion, and methods or combinations may be eliminated until the final method or grouping yielding the highest aggregate Purchase Price is determined.

21.4. **Breaks and Recesses.** Auctioneer may take breaks or recesses during the bidding on the Real Property, and such breaks or recesses will not terminate the bidding unless expressly stated. Auctioneer may suspend bidding on the Real Property without declaring a No Sale of the Real Property. A No Sale of the Real Property will only occur if Auctioneer declares a No Sale in those terms, or if the Auction concludes in its entirety without a Winning Bid or a High Bid Subject to Confirmation. If announced by Auctioneer, the Auction may continue for a stated period of time, during which period Auctioneer may receive bids in person, telephonically, electronically, online, or by other means.

21.5. **Realty Purchase and Sale Agreement.** The Realty Purchase and Sale Agreement will be executed at the close of bidding by the Winning Bidder, or the Bidder making the High Bid Subject to Confirmation, as the case may be. In auctions Subject to Seller's Confirmation, Seller will execute the Realty Purchase and Sale Agreement on Seller's confirmation and acceptance of the High Bid Subject to Confirmation. The Realty Purchase and Sale Agreement is available for review prior to the Real Property being offered, and is incorporated in and made a part of these Bidder terms and Conditions.

21.6. **Realty Deposit.** The Winning Bidder, or the Bidder making the High Bid Subject to Confirmation, as the case may be, will make a Realty Deposit on execution of the Realty Purchase and Sale Agreement. The Realty Deposit (which will include any registration deposit made by such Bidder) will be:

- ☐ The amount of _____ Dollars (\$ _____); or
☒ TWENTY percent (20%) of the Hammer Price or High Bid Subject to Confirmation. (CASHIER'S CHECK)

The Realty Deposit may be paid in cash or its equivalent, by certified funds, by credit card (if that service made available by Auctioneer), or by personal or company check. The Realty Deposit will be held by Auctioneer in a non-interest bearing account. If the Realty Deposit is forfeited by the Winning Bidder, it will be applied to the payment of Auctioneer's Commission, Buyer's Premium, costs, and expenses before any distribution to Seller or otherwise.

21.7. **No Buyer Contingencies.** There will be no Buyer conditions or contingencies to the sale of the Real Property, except Seller's delivery of good and marketable title.

21.8. **Realty Closing.** The Realty Closing will occur at a mutually agreed time and place within THIRTY (30) days after the Auction, unless extended with the written consent of Seller and Auctioneer.

21.9. **Broker Participation.** If a broker, who has registered with Auctioneer, has participated in procuring a Buyer, or has otherwise assisted in facilitating the sale of Real Property at the Auction, such broker may be paid a Broker Participation Fee, in an amount and manner established by Auctioneer.

21.10. **Real Estate Transfer Tax.** Any real estate transfer taxes will be allocated as follows:

- ☐ Paid by Buyer ☒ Paid by Seller ☐ Equally between Buyer and Seller ☐ Other _____

21.11. **Recording Fees.** Buyer will pay the fees for recording the deed for the Real Property.

21.12. **Settlement Fees and Expenses.** Buyer will pay any and all settlement fees and expenses, including, without being limited to, title searches, title insurance charges, and survey costs.

21.13. **Apportionment.** Taxes and all other periodic realty costs, if any, will be apportioned *pro rata* as of the date of the Realty Closing. Seller will pay for all days up to and including the date of the Realty Closing, and Purchaser will pay for all days following the date of the Realty Closing.

21.14. **Zoning; Land Use.** NEITHER AUCTIONEER NOR SELLER MAKES ANY REPRESENTATIONS OR WARRANTIES AS TO THE ZONING OF THE REAL PROPERTY OR ANY OTHER LAND USE RESTRICTIONS AFFECTING THE REAL PROPERTY. IT IS THE RESPONSIBILITY OF EACH BIDDER TO MAKE SUCH INQUIRIES AND INVESTIGATIONS AS MAY BE NECESSARY TO CONFIRM THE APPLICABLE ZONING AND LAND USE RESTRICTIONS AFFECTING THE REAL PROPERTY. THE PURCHASE OF THE REAL PROPERTY WILL NOT BE CONTINGENT IN ANY

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WAY ON ZONING OR LAND USE RESTRICTIONS, OR ON WHETHER A BIDDER OR BUYER MAY PUT THE REAL PROPERTY TO ANY DESIRED USE. EACH BIDDER ACKNOWLEDGES AND AGREES THAT SUCH BIDDER IS NOT RELYING ON ANY REPRESENTATIONS BY SELLER OR AUCTIONEER CONCERNING ZONING OR OTHER LAND USE RESTRICTIONS AFFECTING THE REAL PROPERTY.

21.15. **Seller's Residential Real Estate Disclosure Statement.** If the Real Property is residential real estate, Seller will (unless otherwise exempt) complete a Seller's residential real property disclosure statement.

21.16. **Lead-based Paint Disclosure.** If the Real Property includes residential improvements constructed prior to 1978, Seller will complete a Lead-based Paint Disclosure Statement.

21.17. **Breach.**

21.17.1. **Seller's Breach.** If Seller breaches any of Seller's obligations with respect to the Purchase and Sale of the Real Property, Buyer's sole and exclusive remedy will be return of the Realty Deposit and any other monies actually paid by the Buyer. Under no circumstances will Auctioneer or Seller be liable for incidental or consequential damages, including, without being limited to lost profits or reduced productivity. Specific performance is not available as a remedy to Buyer.

21.17.2. **Buyer's Breach.** If Buyer breaches any of Buyer's obligations, Buyer will forfeit the Deposit and any other monies actually paid to Seller or Auctioneer, and will pay all of Seller's and Auctioneer's costs and expenses (including reasonable attorneys' fees and costs of litigation). If the Real Property is subsequently offered for sale (at auction or otherwise), Buyer will be responsible for any and all costs and expenses incurred with respect thereto, including, without being limited to, advertising and labor. Buyer will also be responsible for any shortfall between the Purchase Price established at the Auction and any subsequent lower purchase price for which the Real Property may be sold.

21.18. **Risk of Loss.** The risk of loss or damage to the Real Property is assumed by the Seller until Settlement, except for in the event of loss or damage to the Real Property exceeding ten percent (10%) of the Purchase Price, then Seller may elect to either repair the damages, provide credit at Settlement, or terminate the Purchase and Sale Agreement.

21.19. **Time is Of the Essence.** Time is of the Essence with respect to the purchase and sale of the Real Property.

22. **Bidding by or on Behalf of Seller.**

- ☐ Absolute Auction – No Seller Bidding. Neither Seller nor anyone acting on the Seller's behalf may bid, directly or indirectly, on any Property put up at Absolute Auction.
- ☒ Reserve Auction – No Seller Bidding. Neither Seller nor anyone acting on Seller's behalf may bid, directly or indirectly, at the Auction.
- ☐ Reserve Auction – Possibility of Seller Bidding. Seller, or those acting on Seller's behalf, may bid at the Auction provided that the ability of Seller to bid is announced at the Auction.

23. **Conduct of the Auction.** Auctioneer will regulate all matters relating to the conduct of the Auction and Auctioneer's decisions will be final and binding. Auctioneer will have control over bidding, and Auctioneer will resolve any and all disputes. Auctioneer may, in Auctioneer's sole and absolute discretion, reopen the bidding (but will not be required to) if (i) a bid is made while the hammer is falling in acceptance of a prior bid or while bidding is otherwise being terminated, or (ii) promptly after the Fall of the Hammer or other termination of the bidding Auctioneer is made aware of a bid that was unnoticed prior to the Fall of the Hammer or other termination of the bidding, and it is demonstrated to Auctioneer's satisfaction that such bid was, in fact, timely made, or (iii) promptly after the Fall of the Hammer or other termination of the bidding Auctioneer is made aware that Auctioneer and a bid assistant or ringman, or multiple bid assistants or ringmen, have acknowledged bids in the same amount bid from different bidders, or (iv) some other bid dispute arises. Any contract formed with the Fall of the Hammer will be subject to the conditions set forth in this Section. If bidding is reopened pursuant to this Section, the bid recognized by Auctioneer prior to the reopening of the bidding will be held, and may not be retracted, and, if no further bids are received, such bid will be the Winning Bid.

24. **Motor Vehicles and Equipment.** Any and all motor vehicles and motorized equipment (including, without being limited to, automobiles, trucks, vans, recreational vehicles, motor cycles, motor scooters, tractors, earth moving equipment and other heavy equipment) must be paid in full prior to removal from the Auction Site; and, if any vehicles or equipment are paid for with a check, such vehicles or equipment will not be released unless and until the check clears and the funds have been received by Auctioneer and are not subject to reversal.

25. **All Sales Final.** ALL SALES ARE FINAL. NO REFUNDS OR RETURNS.

26. **Sales Tax.** All Personal Property is subject sales tax unless an exemption applies.
27. **Payment.** All Personal Property must be paid for in-full by onsite Buyers on the day of the Auction, at or before the conclusion of the Auction, and before any Property is removed from the Auction Site by or on behalf of the Buyer. Online purchases must be paid for within _____ () days after the close of the Auction. Onsite purchases may be paid in cash or approved check, and, if made available by Auctioneer by credit card or debit card. Online purchases must be paid by credit card or approved check; provided, however, that any online purchases in excess of Two Thousand Five Hundred Dollars (\$2,500.00) must be paid by wire transfer or certified funds unless other arrangements are made with Auctioneer in Auctioneer's sole and absolute discretion.
28. **Pick-up and Removal; Shipping.** Each Buyer is responsible for removal of Lots purchased at the Auction, including shipping to remote Buyers. Pick-up and removal dates and times will be as posted or announced by Auctioneer. Unless otherwise agreed, each Buyer is solely responsible for the disassembly, removal, shipping, and transportation of each Lot purchased by such Buyer. Disassembly and removal must be done in a workmanlike manner, and each Buyer will indemnify and hold harmless both Auctioneer and Seller against any and all damage caused by the acts of the Buyer, or the Buyer's employees, agents, representatives, or independent contractors, in connection with the disassembly or removal of any Personal Property. Any and all damage to the Auction Site, including, without being limited to damage to land or buildings, caused by a Buyer or by an employee, agent, representative, or independent contractor of a Buyer, will be repaired by, or at the expense of, such Buyer to the satisfaction of Auctioneer and Seller.
29. **Abandoned Items.** Any Lots not paid in full, not picked up and removed in the time provided (but, under any circumstances, within _____ days after the Auction), or for which payment has not cleared (within _____ days after the Auction), will be considered abandoned and may be offered for sale at a later auction or subject to other disposition. Such abandonment does not relieve the Buyer of the Buyer's obligation to make payment in full. Buyers are responsible for the full purchase price of all Lots Struck Off to them.
30. **Returned Checks.** Any checks that are returned unpaid will be subject to a returned check fee in the amount of \$ _____. In addition to the foregoing, Auctioneer will be entitled to recover, from the issuer of a returned check, all costs and expenses, including attorneys' fees, for the collection of payment made in the form of a check that has been returned unpaid.
31. **No Stop Payment Orders or Credit Card Chargebacks.** Each Bidder agrees that such Bidder will not, under any circumstances, (i) issue a stop payment order with respect to any checks issued at or in connection with the Auction, or (ii) initiate a credit card chargeback with respect to any purchases at the Auction. Each Bidder further agrees that if, in violation of these Terms and Conditions, a stop payment order is issued or a credit card chargeback is initiated, these Bidder Terms and Conditions will be conclusive evidence of the Bidder's (i) waiver of any rights to issue a stop payment order or to initiate a credit card chargeback, and (ii) agreement not to issue a stop payment order or to initiate a credit card chargeback; and each Bidder acknowledges and agrees that on Auctioneer's presentation of these Bidder Terms and Conditions to the bank, credit card company, or other financial institution against which a check was drawn or that issued the credit card on which charges were made, such bank, credit card company, or other financial institution will reverse any stop-payment order and/or reverse or deny any credit card chargeback, and will re-credit all amounts to or for the account of Auctioneer. If, in violation of these Bidder Terms and Conditions, a Bidder issues a stop payment order or initiates a credit card chargeback, such Bidder, even if successful, will remain liable for all purchases made at the Auction, and will be responsible for all costs and expenses, including attorneys' fees, incurred by or on behalf of Auctioneer and/or Seller in challenging the stop payment order or credit card chargeback and in collecting payment. Each Bidder acknowledges and agrees that the covenant not to issue a stop payment order or to initiate a credit card chargeback is a condition to the issuance of a Bidder Number to such Bidder, and is being made as an inducement for Auctioneer to accept such Bidder's Bidder Registration, to issue a Bidder Number, and to permit the Bidder to Bid at the Auction. Each Bidder acknowledges and agrees that Auctioneer is relying on the covenant not to issue a stop payment order or to initiate a credit card chargeback in accepting such Bidder's Bidder Registration, in issuing a Bidder Number, and in permitting the Bidder to bid at the Auction.
32. **Claims.** Unless otherwise provided in writing, after a Lot has been removed from the Auction Site by or on behalf of a Buyer, no claims or returns will be allowed and no claim will be allowed for adjustments or rescission of any sales based on the failure of a Lot to correspond with any standard and/or expectation of the Buyer.
33. **Title and Risk of Loss for Personal Property.** Subject to a possessory lien in favor of Auctioneer and Seller, title and risk of loss with respect to Personal Property pass to the Buyer with the Fall of the Hammer.
34. **Buyer's Remedies; Bidders/Buyers Not Entitled to Incidental or Consequential Damages.** To the extent that any Bidder or Buyer may be entitled to damages or remedies, the sole and exclusive remedy available to Bidders and Buyers is a return of the Purchase Price actually paid. Under no circumstances will Auctioneer or the Seller be liable for incidental or consequential damages, including, without being limited to lost profits or reduced productivity. Each Bidder acknowledges and agrees that no Bidder or Buyer is entitled to specific performance or other equitable relief.
35. **Seller's Remedies.** If any Buyer breached such Buyer's obligations under these Terms and Conditions or under a sale contract with the Seller of Property Struck Off at the Auction, such property may be resold and the breaching buyer will

be responsible for any and all damages, including any deficiency or reduction in the Purchase Price, along with incidental damages.

36. **Indemnification.** Each Bidder agrees to indemnify and hold Auctioneer and Seller harmless from any current or future claim regarding the Auction or the Property, including, without being limited to, fitness, use, damage, safety, or injuries to persons or property.

37. **Private Sale.** No Participant or Registered Bidder may offer to enter into a Private Sale for the purchase of any of the Property prior to or during the Auction. If any of the Property is not Struck Off at the Auction and Seller enters into an agreement to sell (i) any of the Personal Property within ten (10) days after the Auction, and/or (ii) any of the Real Property within ninety (90) days after the Auction, Auctioneer will be entitled to receive an amount equal to Auctioneer's full Commission and Buyer's Premium.

38. **Waiver.** Certain provisions of these Bidder Terms and Conditions are for the exclusive benefit of Auctioneer and/or Seller(s). Such provisions, including, without being limited to, Bidder registration and qualification requirements, deposit and payment terms (including the method, form, and timing of payment), removal and delivery terms, and Property inspection terms), do not create, and will not be deemed to create, any benefits or rights in favor of any other persons, including competing Bidders, and may not be enforced by any other persons. Either globally or on a case by case basis Auctioneer and/or Seller may (but will not be required to) waive any provisions of these Bidder Terms and Conditions that are intended for the benefit of Auctioneer and/or Seller.

39. **Bid Pooling.** Bid pooling occurs when Bidders collude to regulate, and artificially suppress, bidding in an effort to reduce the Hammer Price. Bid pooling is a felony. Anyone participating in bid pooling will be referred for prosecution.

40. **Theft.** Theft is a serious offense, and, if discovered, will be prosecuted to the fullest extent of the law. Instances of theft will result in immediate termination of bidding and removal privileges.

41. **Governing Law; Jurisdiction; Venue; Waiver of Jury Trial.** These Bidder Terms and Conditions will be governed by and construed in accordance with the laws of the Commonwealth of Kentucky, including its statutes of limitations, but without regard to its rules governing conflict of laws. All claims, disputes, and other matters between the parties will be brought in the state or federal courts sitting in and for the Kenton County, Kentucky, which courts will have exclusive jurisdiction, and will be the exclusive venue, for any and all such claims, disputes, and other matters. By submitting a Bidder Registration and accepting a Bidder Number each Registered Bidder irrevocably and unconditionally (i) agrees that any claim, suit or cause of action relating to these Bidder Terms and Conditions, or the transactions contemplated hereby, will be brought in the state or federal courts sitting in and for the Kenton County, Kentucky; (ii) consents to the jurisdiction of such courts for any such claim, suit or cause of action; (iii) waives any objection that such party may have to the laying of venue of any such claim, suit or cause of action in such courts; and (iv) waives any objection to the bringing of such claim, suit or cause of action in such courts on the grounds of *forum non conveniens*. Each Bidder, Buyer, and other Participant waives the right to a jury trial.

42. **Attorneys' Fees.** If any Participant breaches such Participant's obligations under these Bidder Terms and Conditions, Auctioneer and/or Seller will be entitled to recover all costs and expenses, including attorneys' fees incurred in enforcing their respective rights hereunder.

Re: Paul T. Gregory
Address: 1205 West Shelby Street
Falmouth, Kentucky 41040

File: 85992

CERTIFICATE OF TITLE EXAMINATION

TO: Doug Garner

This is to certify that I have made a careful examination of the public records in the County Courthouse as indicated, as relates to the following described real estate:

Group: Pendleton
PIDN: 042-70-05-006.00

See Attached Exhibit "A" for legal description.

This examination was made through the 14th day of May, 2025, at 7:00 a.m. and in my opinion, fee simple title as of the date of such examination was vested in Paul T. Gregory, as shown in a deed from Danny English, unmarried, and Paul T. Gregory, unmarried, dated 12-19-05 and recorded 12-19-05 in Deed Book 274, page 745 of the Pendleton County, Kentucky Clerk's Office, and subject to the following:

I. TAXES:

(1) AMOUNT OF LAST CITY & COUNTY TAXES:

- (a) City:** Falmouth, 2024, Bill #396, \$748.70 paid
- (b) County:** Pendleton, 2024, Bill #2836, \$1,661.78 paid
- (c) Valuation:** \$134,900.00

(2) ESTIMATED TAXES FOR 2025:

- (a) City:** Falmouth, estimated amount due in October, 2025, is \$748.70
- (b) County:** Pendleton, estimated amount due in October, 2025, is \$1,661.78
- (c) Valuation:** \$134,900.00

II. MORTGAGES:

Mortgagor: Danny English, Paul T. Gregory, and Richard S. Burns Jr.

Mortgagee: Pendleton Federal Savings Bank

Dated: 6-26-99

Recorded: 6-28-99

Mortgage Book: 185

Page: 112

Amount: \$145,000.00

Assigned to: Heritage Land, Inc.

Deed Book: 326

Page: 544

PAID IN FULL

III. RESTRICTIONS & CONDITIONS:

1. Payment of the 2025 and all subsequent years' taxes assessed a lien but not yet due and payable.

IV. EASEMENTS:

1. Easement for storm sewer as shown in Deed Book 274, page 74.

V. OTHER DEFECTS & REQUIREMENTS: None

VI. ADDITIONAL NOTES:

1. The scope of this title examination includes at least one arms-length transaction.
2. Acreage listed is for identification purposes only, and is not insured.

This title report does not make any representations with regard to (a) any parties in possession; (b) deficiencies in quantities of land; (c) boundary line disputes; (d) roadways; (e) any unrecorded easements; (f) any unrecorded liens; (g) accuracy of the index books of the County Clerk; (h) any matter not of public record which would be disclosed by an accurate survey or inspection of the premises; (i) any undisclosed heirs; (j) any fraud or forgery in connection with any of the instruments in the chain of title; (k) mental incompetence; (l) confusion with regard to the name or proper identity of the parties; (m) improprieties with regard to delivery of deed; (n) marital rights (spouse or former spouse dower interests); (o) any instrument executed by a minor; (p) lack of corporate capacity in the event there is corporation in the chain of title; (q) any facts that would be revealed by examination of the records of the State Courts; (r) any questions of security interest or liens under the Uniform Commercial Code; (s) any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting, regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions or location of any improvement now or hereafter erected on the land, or prohibiting a separation in ownership or reduction in the dimensions or area of the land, or the effect of any violation of any such law, ordinance or governmental regulation.

These items listed in the above paragraph are matters which would not be revealed by an examination of the record of the County Clerk, and therefore, matters in which we have no means of securing the necessary information. The matters under (a), (b), (c), (d) and (e) could be protected against by an accurate survey by a qualified licensed surveyor. Item (f) may be revealed by an inspection of the premises for new improvements. Items (g) through (r) may be insured against by the purchase of title insurance, and should you have any questions concerning these items, we would be pleased to discuss the same with you.

This Certificate of Title Examination covers the time period from 1-1-1985 through 5-14-25 at 7:00 a.m.

Respectfully Submitted,


Ronald G. Mullen
Attorney at Law
2362 Grandview Drive
Ft. Mitchell, KY 41017
(859) 344-1919

EXHIBIT "A"

1205 West Shelby Street Falmouth, Ky 41040

PIDN: 042-70-05-006.00

PARCEL I:

In Clark's Addition to Falmouth, Lots 16, 17, 18, 19 and 20 in Block 2 as laid down on the plat thereof in Deed Book 68, page 345.

EXCEPTION #1

All of Lot twenty (20) in Block 2 of the Clark's Addition to the City of Falmouth, Kentucky, joining Silver Street, and all of lot nineteen (19) in Block 2 of Clark's Addition, joining State Avenue and 22.7 feet of lot eighteen (18) in Block 2 of Clark's Addition on State Avenue and this line running South East through a part of Lot #18 to a corner 3.4 feet Southwest of the West corner of Lot #18. Containing 67 feet to the edge of Silver Street; thence with Silver Street 118.5 feet to State Avenue and with State Avenue 80.6 feet to the Josie S. Aulick corner. See map or plat of said subdivision of record in Deed Book 68, page 345, Clark's Addition, Office of the Clerk, Pendleton County Court, Falmouth, Kentucky.

EXCEPTION #2

(See Deed Book 112, page 327 – but note that this exception is restored in Parch II below) A triangular parcel of land described as follows:

Beginning at a post, corner to the property of Lawrence Woods and John P. Reynolds; thence running in an Northerly direction along the property line of Lawrence Woods, a distance of 62 feet more or less to a post, corner to the property of Lawrence Woods and Thomas and Pearlle Smith; thence running in a Westerly direction along the property line of Thomas an Pearlle Smith, a distance of 77 feet more or less to an elm bush, corner to the property of Thomas Smith and Pearlle Smith and John P. Reynolds; thence running in a Southerly direction along the property line of John P. Reynolds, a distance of 56 feet more or less to the place of beginning.

PARCEL II

Parcel "A": in Block #2, Clark's Addition to the city of Falmouth in Pendleton County, Kentucky, Lot #12 and 15 feet of Lot #11, adjacent to Lot #12, fronting

Shelby Street and 13 feet in the rear of said Lot #11 on a straight line, making said property 40 feet in front and 38 feet in the rear.

Parcel "B": Lots number thirteen (13), fourteen (14), and fifteen (15) in Block #2, Clark's Addition to the City of Falmouth, Kentucky, as shown by plat and plan on file in the County clerk's office of Pendleton County, Kentucky.

Parcel "C": A triangular parcel of land described as follows:

Beginning at a post, corner to the property of Lawrence Woods and John P. Reynolds; thence running in an Northerly direction along the property line of Lawrence Woods, a distance of 62 feet more or less, to a post, corner to the property of Lawrence Woods and Thomas and Pearlie Smith; thence running in a Westerly direction along the property line of Thomas and Pearlie Smith, a distance of 77 feet, more or less, to an elm bush, corner to the property of Thomas Smith and Pearlie Smith and John P. Reynolds; thence running in a Southerly direction along the property line of John P. Reynolds, a distance of 56 feet more or less to the place of beginning.

EXCEPTION:

There is excepted from and out of the foregoing Parcels I and/or II a parcel of land conveyed by Robert LaFollette, a single man, to Gene Marksberry, et ux., by deed dated August 16, 1977 and recorded at Deed Book 134, page 633, and more specifically described as follows:

Situated in the Clark Addition to the City of Falmouth, Pendleton County, Commonwealth of Kentucky, and being a division of land lying on the south side of Shelby Street approximately 1100 feet east of the junction with the U. S. Highway #27 and being part of Lots #11 through Lot #17, of Block 2 of the Clark Addition to the City of Falmouth, and is bounded and described as follows:

Beginning at an existing fence post, said point being the southern most part of this description and the eastern most part of the John Reynolds lot owned by the grantor, said post also being a new division corner; thence with the existing lines of the original Thomas Smith land North 72-00'-35" east, a distance of 68.74 feet to a set iron pin; south 63-44'-10" east, a distance of 25.0 feet to a set iron pin and north 27-17'-20" east, a distance of 111.57 feet to a set iron pin in the south line of Shelby Street, said point being a distance of 30.0 feet south of the center line when measured at right angles; thence with said right of way line, a line a distance of 30.0 feet south and parallel with said center line north 68-12'-35" west, a distance of 44.76 feet; North 75-38'-30" West, a distance of 45.57 feet and north 85-12'-25" west, a distance of 8.33 feet to a set iron pin; thence leaving said right of way line and with a new division line south 18-03' west, passing an

existing post at a distance of 24.69 feet, a distance of 145.07 feet to the point of beginning, containing 0.25 acre per the recorded plat, in accordance with a survey by Howard M. Johnston, Ky. Land Surveyor Reg. #1041, on July 19, 1977.

EASEMENT: Subject to a storm sewer easement across said property and shown on the recorded plat and with a center line described as follows:

BEGINNING at a point due west, a distance of 5.0 feet from a fence post, the point of beginning of the above description; thence across the above described property north 69-51'-05" east, a distance of 62.03 feet to an existing inlet north 39-33'-50" east, a distance of 26.67 feet to an existing inlet and north 50-42'-25" east, a distance of 105.29 feet to an existing inlet at the end of a pipe under Shelby Street.

PARCEL III:

Situated and being in the City of Falmouth, Kentucky, and what is known as part of Clark's Addition to said city, and described as follows:

BEGINNING at an iron pin corner of Johnnie Reynold's property in the right of way of the north U.S. Highway #27 Spur to the City of Falmouth, Ky., (also known as State Street) and with Spur S 46-36 W 36.8 feet to an iron pin; thence with said Spur 18-25 W 14.11 feet to an iron pin; thence with said Spur S 6-36 E 19.9 feet to an iron pin and intersection of Silver Street (formerly Olive Street); thence with said Silver Street S 64-30 E 168.4 feet to an iron pin and the property now owned by Kathleen Browning; thence N 44-27 E 46.1 feet with said Browning property line to an iron pin and corner to John Reynolds' property; thence with the Reynolds property N 58-09 W 183.3 feet to the place of beginning, according to a survey as reduced to a plat by Allen W. Daugherty, R.P.E. No. 2476, Falmouth, Kentucky, on July 23, 1960.

PARCEL IV:

Situated in the Clark Addition to the city of Falmouth, Pendleton County, Commonwealth of Kentucky, and being a division of land lying on the south side of Shelby Street approximately 1100 feet east of the Junction with the U.S. Highway #27 and being part of Lot 11 through Lot #17, of Block #2 of the Clark Addition to the City of Falmouth, and is bounded and described as follows:

BEGINNING at an existing fence post, said point being the southern most part of this description and the eastern most part of the John Reynolds lot owned by the grantor, said post also being a new division corner; thence with the existing line of the original Thomas Smith land north 72-00'-35" east, a distance of 68.74 feet

to a set iron pin; south 63-44'-10" east, a distance of 25.00 feet to a set iron pin and north 27-17'-20" east, a distance of 111.57 feet to a set iron pin in the south line of Shelby Street, said point being a distance of 30.0 feet south of the center line when measured at right angles; thence with said right of way line, a line a distance of 30.0 feet south and parallel with said center line north 68-12'-35" west, a distance of 44.76 feet and north 75-38'-30" west, a distance of 45.57 feet and north 85-12'-25" west, a distance of 8.33 feet to a set iron pin; thence leaving said right of way line and with a new division line south 18-03' west, passing an existing post at a distance of 24.69 feet, a distance 145.07 feet to the point of beginning, containing 0.25 acre per the recorded plat, in accordance with a survey by Howard M. Johnston, Ky. Land Surveyor Reg. #1041, on July 19, 1977.

EASEMENT:

Subject to a storm sewer easement across said property and shown on the recorded plat and with a center line described as follows:

BEGINNING at a point due west, a distance of 5.0 feet from a fence post, the point of beginning of the above description; thence across the above described property north 69-51'-05" east, a distance of 62.03 feet to an existing inlet north 39-33'-50" east, a distance of 26.67 feet to an existing inlet and north 50-42'-25" east, a distance of 105.29 feet to an existing inlet at the end of a pipe under Shelby Street.

LESS AND EXCEPT THE FOLLOWING DESCRIBED REAL ESTATE:

Situated in the City of Falmouth, County of Pendleton, and Commonwealth of Kentucky, being part of the property described in Deed Book 274, Page 745 and more particularly described as follows:

Commencing at an iron pin set on the south right of way line of Shelby Street, corner with City of Falmouth parcel number 042-7-05-004.00; thence leaving said right of way line S 19° 48' 33" W 123.23' to an iron pin set corner with 1112 Silver Street parcel number 042-70-05-007.00; thence with 1112 Silver Street N 57° 30' 36" W 77.15' to an iron pin set; thence with 1112 Silver Street S 41° 30' 54" W 141.57' to an iron pin set on the north right of way line of Silver Street; thence with the north line of Silver Street, leaving 1112 Silver Street, north 64° 24' 42" west 44.18' to an iron pin set on said right of way being the real point of beginning; thence leaving said right of way along a new division line the next three calls N 07° 12' 16" E 25.91' to an iron pin set, thence N 26° 31' 49" W 37.73' to an iron pin set, thence N 41° 44' 14" W 79.30' to an iron pin set on the south right of way line of Shelby Street; thence with the south right of way line of

Shelby Street along a 57.18' curve with a radius of 162.52 and a chord bearing S 36° 11' 36" W 56.88' to a point on said right of way; thence with said right of way along a 29.48' curve having a radius of 24.99' and a chord bearing S 09° 37' 25" E 27.44' to a point on Silver Street right of way; thence with said right of way S 64° 24' 42" W 149.97; to the point of beginning containing 0.145 acres (6.312 sq ft) and is subject to all legal easements and right of ways of record.

All iron pins set are ½" diameter and at least 18" in length, stamped 'A.R. Ament 1729'. This legal description is based upon an actual field survey made by me, Andrew R Ament, or under my direct supervision in August 2023.

IRREVOCABLE OFFER TO PURCHASE FOR REAL ESTATE ASSETS - (the "Contract")

Agents of the Seller:

Northern Kentucky Auction LLC, Auctioneer / ReMax Victory + Affiliates, Broker

All notices sent to: 5285 Madison Pike, Independence, Ky 41051 and 4895 Houston Rd Ste 100 Florence, Ky 41042

This is a legally binding Contract to purchase real estate, if any party does not understand any portion of this Contract, please contact competent legal counsel

1. The undersigned Buyer, through the Agent, hereby offers to purchase from the Seller, Paul T Gregory (the "Seller"), the following described real property along with all improvements, attachments, and appurtenances; subject to normal and standard title exceptions such that any nationally recognized title company would insure and of record in Pendleton County, Kentucky.

_____ (the "Buyer"), offers for the Property the following amount in United States funds

High Bid Price: \$ _____
+ 10% Buyer's Premium: \$ _____ (the "Premium")
=Total Sale Price: \$ _____ (the "Total Sale Price")
Total Deposit (20% of Total Sale Price): \$ _____ (the "Deposit")

The Total Sale Price less credit for non-refundable deposits shall be paid in full with cash (certified funds or wire transfer) at or prior to settlement/closing date referenced in Section 6 of this Contract. The Buyer hereinafter tenders to Kentucky Land Title the ("Designated Escrow Agent") the sum of \$ _____ with this Contract for a total of twenty percent (20%) of the Total Sale Price, which in its entirety will be the good faith escrow deposit. The disposition of the Deposit is referenced in Section 8 of this Contract.

Property Address: 1205 W Shelby St Falmouth, Ky 41040

County PVA Parcel ID: 042-70-05-006.00

Legal Description: See attached "Exhibit A" Collectively, (the "Property")

The balance of the Total Sale Price shall be paid by the Buyer in the following manner: Buyer shall tender to Kentucky Land Title, (the "Designated Closing Agent") the balance of the Total Sale Price in cash, or equivalent, at or prior to closing. Seller will tender to Buyer a deed granting to the Buyer an unencumbered marketable title to the Property to be conveyed by Special Warranty Deed, free and clear of all liens and encumbrances, with the usual covenants such as any title company will insure, subject to easements of record, current or prior homeowner or condominium association covenants, conditions and/or restrictions, future assessments, taxes, and restrictive covenants of record as to the use and improvement of the Property. If Seller is unable to furnish marketable title, as described herein, on the date set for closing, the Buyer agrees that the Seller shall be granted a period of ninety (90) additional days from the contractual closing deadline listed in Section 6 of this Contract to cure any defects. If Seller fails to deliver unencumbered marketable title, as provided herein within the ninety (90) day timeframe outlined above, Buyer, as its sole remedy, may terminate this Contract and the Deposit shall be returned to Buyer. The sale is subject to applicable zoning or use regulations imposed by any local or state authority, but approval for use, development or subdivision is not a condition or contingency of closing.

2. Title Insurance: At close of escrow or contract settlement, the Buyer may elect to purchase, at its expense, title insurance covering the title and transfer of the Property.

3. Inspection by Buyer, Condition of Property and Release of Liability: The Buyer acknowledges and agrees that the Property is being conveyed by Seller in "AS IS and WHERE IS" condition, that Buyer is fully familiar with the condition of the Property, and the Buyer is buying the Property based solely on Buyer's knowledge and research of the Property and not in reliance on any representation made by Seller, Agent, or employee of the Seller. The Seller will not be providing any Property disclosures to the Buyer. Seller expressly disclaims any representations or warranties of any kind regarding the Property except as expressly set forth herein, including, without limitation, any representations or warranties regarding the physical condition, conformity of zoning or uses and/or any environmental compliance of the Property. Buyer releases, fully and unconditionally, the Seller and Agent from any and all liability relating to any defect or deficiency affecting said real estate; this and all other releases in this Contract shall survive the closing of this transaction, indefinitely.

Initials; _____; _____; _____; _____

The Buyer has made all inspections of the Property and agrees to purchase the Property "AS IS and WHERE IS", without reservation or further condition upon the Seller. The Seller and Agent grant no warranties of any kind, either expressed or implied with respect to the condition, merchantability, standards, or suitability of the Property for the Buyer. Further defined for the benefit of the Buyer; the Seller and Agent make no warranty to the environmental condition of said Property, and by signing this Contract, the Buyer fully and unconditionally releases the Seller, Agent, their employees, associates, and internal independent contractors from any and all liability regarding environmental condition.

The Property is being sold to Buyer subject to the current recorded legal description. Should the Buyer elect to have a survey conducted prior to or after close of escrow which reveals a discrepancy between the information provided by the Seller or its Agent, there will be no price or terms adjustments by the Seller. The Buyer is accepting the Property in its "AS IS and "WHERE IS" condition, which is directly applicable to a survey, subdivision of the whole Property or boundary measurement of the Property including any improvements thereon.

The materials, data or other information provided to Buyer with respect to the Property, including, without limitation, any information supplied by the Agent is provided only for Buyer's convenience in making its own examination and determination with respect to the Property and, in so doing, the Buyer has relied exclusively on its own independent investigation and evaluation of every aspect of the Property prior to making an offer or bid, and not on any material or information supplied by Seller or its Agent. Buyer expressly disclaims any intent to rely on any such materials or information provided to it by Seller or Agent in connection with its inspection and review of the Property and agrees that it shall rely solely on its own independently developed or verified information.

Buyer hereby acknowledges that the Property __X__ is vacant ____ is occupied by the owner. Possession shall be granted at the time of closing

4. Agency Representation: All parties acknowledge that Northern Kentucky Auction LLC and CENTURY 21 Garner Properties solely represent the interests of the Seller in this transaction as Agent of the Seller. Nothing contained within this Contract, oral statements, sale memoranda, advertising, or information packages will be construed to interpret the status of the Agent as any type of agency other than Agent of the Seller. Any other licensee that may represent the winning bidder(s), as acknowledged by the Agent through an Auction Broker Registration Agreement, and as such is participating in the transaction, shall solely be responsible for providing all legally necessary agency disclosures along with all auction and Property information to their client(s) with exact copy to Northern KentuckyAuction LLC.

5. Time is of the Essence in this Contract. Notice is hereby granted that the timelines noted in this Contract must be strictly adhered to in order to avoid a default. In the event the Buyer fails to perform according to the terms of this Contract, the Deposit will be considered forfeited as liquidated damages, not as a penalty, without delay or need for further agreement or release and applied against Seller's damages without affecting any of the Seller's further remedies it may have at law or in equity. The Designated Escrow Agent enters this Contract for the sole purpose of acknowledging its obligation of collecting and holding the Deposit and will abide by the terms and conditions of this Contract should a default or dispute arise in regard to this Contract.

BUYER ACKNOWLEDGES THAT THIS CONTRACT IS FOR A CASH PURCHASE AND IS NOT CONTINGENT UPON FINANCING, CONDITION OR OTHER APPROVALS; THE BUYER WILL FORFEIT ITS DEPOSIT UPON DEFAULT OF THIS CONTRACT, AND MAY INCUR OTHER SANCTIONS ALLOWED BY LAW OR IN EQUITY.
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6. Closing and Possession: Closing shall occur on or before 30 Days after the Purchase Agreement Date. The Seller will pay for deed preparation, transfer tax, pre-auction title search, their share of prorated taxes, and their own attorney fees, if any. The Buyer shall pay all other costs of closing and transfer. If an event constituting "Force Majeure" causes services essential for closing to be unavailable, closing date shall be extended as provided below:

Initials; _____; _____; _____; _____

FORCE MAJEURE: Buyer or Seller shall not be required to perform any obligation under this Contract or be liable to each other for damages so long as performance or non-performance of the obligation is disrupted, delayed, caused, or prevented by Force Majeure. "Force Majeure" means hurricanes, epidemic and/or pandemics, floods, extreme weather, earthquakes, fire, or other acts of God, unusual transportation delays, or wars, insurrections, or acts of terrorism, which, by exercise of reasonable diligent effort, the non-performing party is unable in whole or in part to prevent or overcome. All time periods will be extended a reasonable time (to be interpreted as fifteen (15) calendar days) after the Force Majeure no longer prevents performance under this Contract.

Buyer hereby acknowledges and agrees that in the event the Buyer chooses to utilize the services of a title agency or attorney other than the Designated Closing Agent for the purpose of conducting the closing and providing title insurance, the Buyer is fully responsible for all costs incurred by the Designated Closing Agent that are not listed as a cost to the Seller, as outlined in Section 6. These expenses and fees shall be listed as a Buyer responsibility on the closing settlement statement, and all costs incurred by the Designated Closing Agent shall be paid by Buyer, at closing.

7. Payment of Real Estate Taxes, Leases, Owner Association Fees or Dues: All real estate taxes for the year in which the Property is sold shall be prorated to the date of closing, as is standard and common practice to the area in which the Property is located. All delinquent taxes, if any, shall be paid by the Seller from the first proceeds of closing.

8. Non-Refundable Deposit: Buyer has tendered to the Designated Escrow Agent certified funds or cash in the amount of \$_____ as evidence of earnest money binding this Contract. The Deposit must be equal to twenty percent (20%) of the Total Sale Price. The Deposit will be held in the client trust account of the Designated Escrow Agent.

9. Seller Default: In the event that the Seller defaults hereunder, Buyer shall solely be entitled to a return of the Deposit. The Buyer shall not be entitled to seek damages, penalty, or specific performance from the Seller.

10. Effective Date: The effective date of this Contract is agreed to be the date on which the last of the parties accepts and enters into this Contract.

11. Electronic Transmission: Any copy of this Contract, either by facsimile or duplicated via electronic means and delivered to either party, shall have the same force and effect of the original document.

12. Counterparts: This Contract may be executed in counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute the same instrument.

13. Assignment of Contract: This Contract is assignable by the Buyer with written notice to the Seller, its counsel, and Agent. The assignee and assignor shall be fully bound to the terms contained herein until escrow is closed.

14. Irrevocable Offer: This offer will remain valid, irrevocable, and available for the Seller acceptance for five (5) business days after delivery of the offer to the Seller, its counsel, or Agent. If this offer is submitted in a sale subject to a state or federal court action, including U.S. Bankruptcy Court, wherein court approval is required for final disposition then Seller's acceptance is fully contingent and conditioned upon the court's approval and final order, the Buyer unconditionally agrees to not withdraw, alter, or remand this Contract during the period of court approval.

15. Risk of Loss: All risk of loss to the Property, including physical damage or destruction to the Property or its improvements due to any cause except ordinary wear and tear and loss caused by a taking in eminent domain, shall be borne by Seller until the transaction is closed. Buyer is cautioned and requested to obtain hazard insurance to protect its equitable interest in the improvements on the Property by placing a binder of insurance on the Property upon the acknowledgment of this Contract. Should Buyer undertake to bind this Property a copy of the certificate of insurance (or similar instrument) shall be provided to the Agent without undue delay.

16. Fair Housing and Non-Discrimination: All parties acknowledge that this sale and transaction has been conducted without regard to race, color, national origin, religion, sex (including gender identity and sexual orientation), familial status, military status, disability, or ancestry.

17. Venue and Procedure for Dispute Settlement: The sole venue and exclusive jurisdiction for settlement of any and all disputes shall be the courts in Pendleton County, Kentucky. This Agreement will be interpreted by the laws of the Commonwealth of Kentucky. The Buyer and Seller further agree that the prevailing party in any legal action shall have the right to be reimbursed for all costs, fees, and expenses, including, but not limited to, reasonable legal fees for enforcement or defense of its rights under this Contract. The Buyer and Seller further indemnify and release the Agent from any and all liability related to this transaction that is the subject of this Contract.

18. Prohibition to Recordation of Contract: The parties agree they will not present for filing to any recorder or county clerk's office this Contract, and further, all parties are prohibited and disabled from any recordation.

19. Auction Signage Removal: Upon closing and transfer of title to Buyer, the Buyer hereby accepts responsibility for the removal of all signage placed on the Property for the purpose of promoting the auction sale.

20. Survivorship of Contract: This Contract, amendments, attachments, and codicils shall be binding on all parties, their heirs, administrators, assigns and trustees that may be assigned by previous agreement, corporate resolution and/or the binding will or estate instructions as applicable.

The undersigned Buyer and Seller agree they have read the entire contents of this Contract, they agree that all terms of this transaction are contained in this Contract and acknowledge receipt of a copy of it. This offer will remain valid, irrevocable, and available for the Seller' acceptance. This is a legally binding Contract; if you do not understand this Contract, consult qualified legal counsel.

Receipt for Deposit, Acceptance and Acknowledgement of the forgoing Contract by the Buyer

Buyer's Signature: X _____ Date: _____ Time: _____

Buyer's Printed Name: _____ Title: _____

Buyer's Signature: X _____ Date: _____ Time: _____

Buyer's Printed Name: _____ Title: _____

Company Name: _____

Type of Ownership: (please check only one)

_____ CORPORATION organized under the laws of the State of _____

_____ GENERAL PARTNERSHIP organized under the laws of the State of _____

_____ LIMITED PARTNERSHIP organized under the laws of the State of _____

_____ LIMITED LIABILITY COMPANY organized under the laws of the State of _____

_____ INDIVIDUAL(s) resident of the State(s) of _____

_____ OTHER (indicate type of entity and state of organization: _____)

Buyer's Address: _____

Telephone: _____, Fax: _____, Mobile: _____

Email Address: _____

Initials: _____; _____; _____; _____

Acceptance of the Contract by the Seller

The undersigned Seller agrees to accept the Buyer's offer for the Property, if this sale is conditioned upon final approval of a court of adequate jurisdiction, then the Seller's acceptance is not final until an order of the court approves the sale.

SELLER: _____ **Paul T Gregory** _____

BY: _____ Date: _____ Time: _____

Name: _____ Title: _____

Acceptance of Good Faith Deposit by Escrow Agent

The Designated Escrow Agent agrees that by accepting the Buyer's non-refundable Deposit per the terms of this Contract that it agrees it will abide by all the terms and conditions affecting the Deposit and disposition of same including default by either Buyer or Seller.

BY: _____ Date: _____ Time: _____

Name: _____ Title: _____

DESIGNATED ESCROW/CLOSING AGENT

Contact: _____

Phone: _____

E-mail: _____

Initials; _____; _____; _____; _____

EXHIBIT A
(LEGAL DESCRIPTION)

Multiple Pages Attached

Initials; _____; _____; _____; _____

EXHIBIT "A"

1205 West Shelby Street Falmouth, Ky 41040

PIDN: 042-70-05-006.00

PARCEL I:

In Clark's Addition to Falmouth, Lots 16, 17, 18, 19 and 20 in Block 2 as laid down on the plat thereof in Deed Book 68, page 345.

EXCEPTION #1

All of Lot twenty (20) in Block 2 of the Clark's Addition to the City of Falmouth, Kentucky, joining Silver Street, and all of lot nineteen (19) in Block 2 of Clark's Addition, joining State Avenue and 22.7 feet of lot eighteen (18) in Block 2 of Clark's Addition on State Avenue and this line running South East through a part of Lot #18 to a corner 3.4 feet Southwest of the West corner of Lot #18.

Containing 67 feet to the edge of Silver Street; thence with Silver Street 118.5 feet to State Avenue and with State Avenue 80.6 feet to the Josie S. Aulick corner. See map or plat of said subdivision of record in Deed Book 68, page 345, Clark's Addition, Office of the Clerk, Pendleton County Court, Falmouth, Kentucky.

EXCEPTION #2

(See Deed Book 112, page 327 – but note that this exception is restored in Parch II below) A triangular parcel of land described as follows:

Beginning at a post, corner to the property of Lawrence Woods and John P. Reynolds; thence running in an Northerly direction along the property line of Lawrence Woods, a distance of 62 feet more or less to a post, corner to the property of Lawrence Woods and Thomas and Pearlle Smith; thence running in a Westerly direction along the property line of Thomas an Pearlle Smith, a distance of 77 feet more or less to an elm bush, corner to the property of Thomas Smith and Pearlle Smith and John P. Reynolds; thence running in a Southerly direction along the property line of John P. Reynolds, a distance of 56 feet more or less to the place of beginning.

PARCEL II

Parcel "A": in Block #2, Clark's Addition to the city of Falmouth in Pendleton County, Kentucky, Lot #12 and 15 feet of Lot #11, adjacent to Lot #12, fronting

Shelby Street and 13 feet in the rear of said Lot #11 on a straight line, making said property 40 feet in front and 38 feet in the rear.

Parcel "B": Lots number thirteen (13), fourteen (14), and fifteen (15) in Block #2, Clark's Addition to the City of Falmouth, Kentucky, as shown by plat and plan on file in the County clerk's office of Pendleton County, Kentucky.

Parcel "C": A triangular parcel of land described as follows:

Beginning at a post, corner to the property of Lawrence Woods and John P. Reynolds; thence running in an Northerly direction along the property line of Lawrence Woods, a distance of 62 feet more or less, to a post, corner to the property of Lawrence Woods and Thomas and Pearlie Smith; thence running in a Westerly direction along the property line of Thomas and Pearlie Smith, a distance of 77 feet, more or less, to an elm bush, corner to the property of Thomas Smith and Pearlie Smith and John P. Reynolds; thence running in a Southerly direction along the property line of John P. Reynolds, a distance of 56 feet more or less to the place of beginning.

EXCEPTION:

There is excepted from and out of the foregoing Parcels I and/or II a parcel of land conveyed by Robert LaFollette, a single man, to Gene Marksberry, et ux., by deed dated August 16, 1977 and recorded at Deed Book 134, page 633, and more specifically described as follows:

Situated in the Clark Addition to the City of Falmouth, Pendleton County, Commonwealth of Kentucky, and being a division of land lying on the south side of Shelby Street approximately 1100 feet east of the junction with the U. S. Highway #27 and being part of Lots #11 through Lot #17, of Block 2 of the Clark Addition to the City of Falmouth, and is bounded and described as follows:

Beginning at an existing fence post, said point being the southern most part of this description and the eastern most part of the John Reynolds lot owned by the grantor, said post also being a new division corner; thence with the existing lines of the original Thomas Smith land North 72-00'-35" east, a distance of 68.74 feet to a set iron pin; south 63-44'-10" east, a distance of 25.0 feet to a set iron pin and north 27-17'-20" east, a distance of 111.57 feet to a set iron pin in the south line of Shelby Street, said point being a distance of 30.0 feet south of the center line when measured at right angles; thence with said right of way line, a line a distance of 30.0 feet south and parallel with said center line north 68-12'-35" west, a distance of 44.76 feet; North 75-38'-30" West, a distance of 45.57 feet and north 85-12'-25" west, a distance of 8.33 feet to a set iron pin; thence leaving said right of way line and with a new division line south 18-03' west, passing an

existing post at a distance of 24.69 feet, a distance of 145.07 feet to the point of beginning, containing 0.25 acre per the recorded plat, in accordance with a survey by Howard M. Johnston, Ky. Land Surveyor Reg. #1041, on July 19, 1977.

EASEMENT: Subject to a storm sewer easement across said property and shown on the recorded plat and with a center line described as follows:

BEGINNING at a point due west, a distance of 5.0 feet from a fence post, the point of beginning of the above description; thence across the above described property north 69-51'-05" east, a distance of 62.03 feet to an existing inlet north 39-33'-50" east, a distance of 26.67 feet to an existing inlet and north 50-42'-25" east, a distance of 105.29 feet to an existing inlet at the end of a pipe under Shelby Street.

PARCEL III:

Situated and being in the City of Falmouth, Kentucky, and what is known as part of Clark's Addition to said city, and described as follows:

BEGINNING at an iron pin corner of Johnnie Reynold's property in the right of way of the north U.S. Highway #27 Spur to the City of Falmouth, Ky., (also known as State Street) and with Spur S 46-36 W 36.8 feet to an iron pin; thence with said Spur 18-25 W 14.11 feet to an iron pin; thence with said Spur S 6-36 E 19.9 feet to an iron pin and intersection of Silver Street (formerly Olive Street); thence with said Silver Street S 64-30 E 168.4 feet to an iron pin and the property now owned by Kathleen Browning; thence N 44-27 E 46.1 feet with said Browning property line to an iron pin and corner to John Reynolds' property; thence with the Reynolds property N 58-09 W 183.3 feet to the place of beginning, according to a survey as reduced to a plat by Allen W. Daugherty, R.P.E. No. 2476, Falmouth, Kentucky, on July 23, 1960.

PARCEL IV:

Situated in the Clark Addition to the city of Falmouth, Pendleton County, Commonwealth of Kentucky, and being a division of land lying on the south side of Shelby Street approximately 1100 feet east of the Junction with the U.S. Highway #27 and being part of Lot 11 through Lot #17, of Block #2 of the Clark Addition to the City of Falmouth, and is bounded and described as follows:

BEGINNING at an existing fence post, said point being the southern most part of this description and the eastern most part of the John Reynolds lot owned by the grantor, said post also being a new division corner; thence with the existing line of the original Thomas Smith land north 72-00'-35" east, a distance of 68.74 feet

to a set iron pin; south 63-44'-10" east, a distance of 25.00 feet to a set iron pin and north 27-17'-20" east, a distance of 111.57 feet to a set iron pin in the south line of Shelby Street, said point being a distance of 30.0 feet south of the center line when measured at right angles; thence with said right of way line, a line a distance of 30.0 feet south and parallel with said center line north 68-12'-35" west, a distance of 44.76 feet and north 75-38'-30" west, a distance of 45.57 feet and north 85-12'-25" west, a distance of 8.33 feet to a set iron pin; thence leaving said right of way line and with a new division line south 18-03' west, passing an existing post at a distance of 24.69 feet, a distance 145.07 feet to the point of beginning, containing 0.25 acre per the recorded plat, in accordance with a survey by Howard M. Johnston, Ky. Land Surveyor Reg. #1041, on July 19, 1977.

EASEMENT:

Subject to a storm sewer easement across said property and shown on the recorded plat and with a center line described as follows:

BEGINNING at a point due west, a distance of 5.0 feet from a fence post, the point of beginning of the above description; thence across the above described property north 69-51'-05" east, a distance of 62.03 feet to an existing inlet north 39-33'-50" east, a distance of 26.67 feet to an existing inlet and north 50-42'-25" east, a distance of 105.29 feet to an existing inlet at the end of a pipe under Shelby Street.

LESS AND EXCEPT THE FOLLOWING DESCRIBED REAL ESTATE:

Situated in the City of Falmouth, County of Pendleton, and Commonwealth of Kentucky, being part of the property described in Deed Book 274, Page 745 and more particularly described as follows:

Commencing at an iron pin set on the south right of way line of Shelby Street, corner with City of Falmouth parcel number 042-7-05-004.00; thence leaving said right of way line S 19° 48' 33" W 123.23' to an iron pin set corner with 1112 Silver Street parcel number 042-70-05-007.00; thence with 1112 Silver Street N 57° 30' 36" W 77.15' to an iron pin set; thence with 1112 Silver Street S 41° 30' 54" W 141.57' to an iron pin set on the north right of way line of Silver Street; thence with the north line of Silver Street, leaving 1112 Silver Street, north 64° 24' 42" west 44.18' to an iron pin set on said right of way being the real point of beginning; thence leaving said right of way along a new division line the next three calls N 07° 12' 16" E 25.91' to an iron pin set, thence N 26° 31' 49" W 37.73' to an iron pin set, thence N 41° 44' 14" W 79.30' to an iron pin set on the south right of way line of Shelby Street; thence with the south right of way line of

Shelby Street along a 57.18' curve with a radius of 162.52 and a chord bearing S 36° 11' 36" W 56.88' to a point on said right of way; thence with said right of way along a 29.48' curve having a radius of 24.99' and a chord bearing S 09° 37' 25" E 27.44' to a point on Silver Street right of way; thence with said right of way S 64° 24' 42" W 149.97'; to the point of beginning containing 0.145 acres (6.312 sq ft) and is subject to all legal easements and right of ways of record.

All iron pins set are ½" diameter and at least 18" in length, stamped 'A.R. Ament 1729'. This legal description is based upon an actual field survey made by me, Andrew R Ament, or under my direct supervision in August 2023.