REAL ESTATE AUCTION
MALLARD POINT, Land & Lots Georgetown, KY

Saturday November 12th 10:30am

668 ACRES offered in 9 TRACTS along with 8 RESIDENTIAL LOTS

<table>
<thead>
<tr>
<th>Tract 1......116.789 Acres</th>
<th>Tract 6......6.798 Acres</th>
</tr>
</thead>
<tbody>
<tr>
<td>Burton Pike, Zoned AG</td>
<td>Mallard Point/Woodduck Ct., Zoned R-1</td>
</tr>
<tr>
<td>Tract 2......245.47 Acres</td>
<td>Tract 7......3.577 Acres</td>
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<tr>
<td>Black Duck/Mallard Point/Wrights LN, Zoned AG</td>
<td>Cincinnati Pike, Possible Commercial Zoning</td>
</tr>
<tr>
<td>Tract 3......178.26 Acres</td>
<td>Tract 8......11.418 Acres</td>
</tr>
<tr>
<td>Burton Pike/Drake LN/Widgeon Way, Zoned AG</td>
<td>Cincinnati Pike, Possible Commercial Zoning</td>
</tr>
<tr>
<td>Tract 4......81.396 Acres</td>
<td>Tract 9......5.552 Acres</td>
</tr>
<tr>
<td>Cincinnati Pike, Zoned AG</td>
<td>Mallard Point Dr, Zoned R-1</td>
</tr>
<tr>
<td>Tract 5......16.572 Acres</td>
<td>8 Residential Lots Sold Separately</td>
</tr>
<tr>
<td>Mallard Point Drive, Zoned AG</td>
<td>Woodduck Lane</td>
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</tbody>
</table>

Minimum Aggregate Bid For All Properties $1,000,000

On-Site Inspection: Sat. October 29th & Nov. 5th 11-1pm
Auction Held Live On-Site

BiedermanRealEstate.com (859)277-2030

Real Estate Terms: The property is to be sold in its “as is” condition without any warranty or guarantee as to the physical condition of the property or any of the improvements thereon. 10% Buyer’s Premium added to final bid to determine purchase price, 10% of gross purchase price with signed contract due day of sale, closing on or before 30 days, time being of the essence. Brokers Protected. Complete terms available on our website.

Biederman Real Estate
and AUCTIONEERS

We Get it Done!

Tom Biederman
Broker/Auctioneer
859-312-0606

1076 Wellington Way Lexington, KY 40513 (859)277-2030
TRACT #4
81.396 ACRES
ZONE: R-1A
MONUMENT NOTES:
- PS = property line, 1/2" radius, with brass cap marked "T. JUSTICE - 1958".
- P/S = property line, 12" radius, with brass cap marked "T. JUSTICE - 1958".
- M = monument, 12" radius, with brass cap marked "T. JUSTICE - 1958".
- M-1 = monument, 12" radius, with brass cap marked "T. JUSTICE - 1958".
- HAB = monument, 12" radius, with brass cap marked "T. JUSTICE - 1958".
- NAC = monument, 12" radius, with brass cap marked "T. JUSTICE - 1958".
- TRA = monument, 12" radius, with brass cap marked "T. JUSTICE - 1958".

NOTE:
- Any further subdivision and all development of the property shown herein have been made with the rules, regulations, and requirements of the Kentucky County Planning Commission.

TRACT #5
16.572 ACRES
ZONED: R-2

SURVEY NOTES:
1. The base of data for this survey is based on the State Plane Coordinate System Kentucky North Zone.
2. This survey was performed on November 13, 2015.
3. The property shown herein is subject to any and all rights-of-way and restrictions of record and by easement.
4. This survey was conducted using both the methods of horizontal and vertical alignment and the relative positional accuracy for this survey exceeds ±0.017 and ±0.017 for a field survey. The datum used was the US State Plane Zone 1983 Kentucky North Zone 1983, and UTM, NAD83, GRS1980.
5. All notes on this record apply.

CERTIFICATE OF OWNERSHIP
I hereby certify that we are the owners of the property shown and described herein and we adopt this plan of subdivision of our own free consent.

MALLARD POINT, LLC

SURVEYOR'S CERTIFICATION
I hereby certify that the survey depicted on this plan was done by persons under my direct supervision by the methods of modern surveying with the necessary accuracy and conforming to the specifications of this plan. I do hereby certify that the plot shown and described herein is a true and correct survey of the property required by the Scott County Joint Planning Commission and the monuments are as shown.

Anthony R. Jenkins

TRINITY SURVEYING, LLC
113 Windsong Way, Georgetown, Ky. 40324
Phone: (859) 948-0199
Tract 7
3.577 Acres

Tract 8
11.418 Acres
TRACT # 9
5.55 ACRES
Zoned R-1
192 Mallard Point Dr.
This AUCTION PURCHASE CONTRACT (herein "CONTRACT") is made and entered into this the 12th day of November, 2016, by and between Mallard Point LLC a Delaware limited liability and PEEBEE LLC, a Michigan limited liability company (collectively referred to hereinafter as Sellers) and Biederman Real Estate & Auctioneers, duly licensed by the Commonwealth of Kentucky as real estate brokers and auctioneers, 1076 Wellington Way, Lexington, Fayette County, Kentucky 40513 (herein "Selling Agent" or "Agent").

WITNESSETH THAT:

SELLERS are authorized to sell, and has granted to AGENT an exclusive contract authorizing AGENT to sell the property located in Mallard Point Georgetown, KY known as tract __________ containing _____(Acres). SELLERS further instructed AGENT to sell the property at Auction.

At the conclusion of the auction held the day, month and year first above written _________________ was the successful bidder and deemed to be the PURCHASER, For and in consideration of the final bid of $_______________ Per acre for a total of $____________________ and a Ten percent (10%) Buyer’s Premium of $____________________ for a total purchase price of $ ________________ the Sellers do hereby agree to sell to PURCHASER and PURCHASER does hereby agree to purchase from SELLERS the property hereinabove described.

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Seller Initial_____________ Date/Time_____________ Seller Initial_____________ Date/Time_____________

Purchaser Initial__________ Date/Time_____________ Purchaser Initial__________ Date/Time_____________
1. The total purchase price of $_____________ of the said property is payable as follows:

   A. The sum of $______________, representing ten percent (10%) of the total purchase price, including buyer premium, payment for which shall be simultaneous with the execution of this contract and shall be presented to Biederman Real Estate for immediate deposit into its escrow account for payment to SELLERS at the closing of the said property or returned to PURCHASER or to be paid to SELLERS under other provisions hereof, if applicable.

   B. The sum of $______________, representing the balance of the total purchase price, shall be paid to SELLERS at the closing.

2. Closing of this said sale shall be held on or before thirty (30) days, at the offices of Decamp, Talbott & Seif, 301 W. Main Street Lexington, KY. Time shall be of the essence in closing this sale.

3. At the closing, SELLERS shall deliver to PURCHASER, or his nominee, a General Warranty Deed conveying title to the said property, free and clear of all encumbrances excepting easements, restrictions and conditions of record or as herewith set out and health and zoning regulations and other governmental regulations, if any.

4. SELLERS agree to deliver to PURCHASER complete possession of the property at the time of the closing.

5. All ad valorem taxes for the year 2016 assessed against the said property are to be prorated to the date of the closing and SELLERS shall pay
the transfer tax. In the event that the title to the property should prove unmerchantable in the opinion of the attorney for PURCHASER, SELLERS shall be notified in writing of any such defect(s) and SELLERS shall have thirty (30) days from the receipt of said written notice within which to correct said defect(s) and this CONTRACT shall be extended accordingly. In the event that title to the said property finally proves unmerchantable, then the amount of the deposit shall be returned to PURCHASER and this CONTRACT shall be declared null and void. In the event the PURCHASER, for any reason other than failure of merchantability of title, fails to consummate this CONTRACT, then the amount of the deposit shall be retained by SELLERS as liquidated damages and declare this CONTRACT null and void and/or pursue such other remedies as the law may provide.

6. This CONTRACT is binding upon the parties hereto, their heirs, successors, personal representatives and assigns.

7. NO SURVIVAL OR SELLER OBLIGATION. The acceptance of a deed by the PURCHASER shall be deemed to be a full performance and discharge of every obligation on the part of the SELLERS and the AGENT to be performed pursuant to this CONTRACT.

8. SELLERS agree to pay AGENT a commission as set forth in a contract granting AGENT exclusive right to sell said property at Auction.
We the undersigned have read this CONTRACT and fully understand the contents therein, and understand that this is the complete content of said CONTRACT and acknowledge the receipt of same. Further, we acknowledge that we are not relying on any verbal statements or representations by either the SELLERS or AGENT.

IN WITNESS WHEREOF, the parties have hereunto set their hands this the day, month and year first above written.

SELLERS: __________________________  PURCHASERS: __________________________

Date:_______ Time:____________      Date:_______ Time:_________

AGENT:

Biederman Real Estate & Auctioneers

Tom Biederman, Broker/Auctioneer

Date:_________  Time: ______

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Seller Initial_________  Date/Time____________  Seller Initial_________  Date/Time____________
Purchaser Initial_______  Date/Time____________  Purchaser Initial_______  Date/Time____________
Terms and Conditions of Real Estate Auction Sale

1. The property to be sold is located at MALLARD POINT LAND AND LOTS, Georgetown, KY 40324 and shall be sold in Tracts.
2. The property is to be sold in its “as is” condition without any warranty or guarantee as to the physical condition of the property or any of the improvements thereon.
3. This is a Non-Contingent Auction Sale, including financing and/or property inspection. All due diligence to be completed prior to Absolute Auction.
4. A ten percent (10%) Buyer’s Premium shall be added to the final bid price to determine the gross purchase price.
5. The Purchaser shall pay ten percent (10%) of the gross purchase price in cash, certified funds, or personal check with prior approval, immediately following the auction sale and must sign the Auction Purchase Contract. The balance of the purchase price shall be paid in cash or certified funds within Thirty (30) days of the date hereof, with time being of the essence. The closing may be postponed only in accordance with the terms of the Auction Purchase Contract.
6. The property to be sold shall include all permanent improvements located thereon but shall not include any movable personal property.
7. The property to be sold shall include all permanent improvements located thereon but shall not include any movable personal property.
8. Seller agrees to deliver to Purchaser complete possession of the property at the time of closing.
9. Seller shall continue to maintain the property and continue insurance coverage until closing.
10. Broker participation. A properly registered buyer broker shall be entitled to a 2% commission of final bid price at closing.
11. Announcements made the day of Sale take precedence over printed material or prior verbal statements.

AUCTION ADDRESS: Mallard Point Land and Lots, Georgetown, KY 40324

I HAVE received, read, and accepted the Terms and Conditions of Sale for the Auction which is set forth in the Auction Terms and Conditions outlined above. I hereby give permission to Biederman Real Estate and Auctioneers to verify all credit references.

DATE: _____________________ BUYER SIGNATURE: _____________________________________

BROKER/AGENT PARTICIPATION: (Agent Participation/Registration form, must be filled out and returned to Biederman Real Estate & Auctioneers no later than 24 hours prior to sale. Subject to Auctioneer Approval)

I hereby name ____________________________ of ____________________________ Real Estate,

_________________________ (address) ____________________________ (phone)
as my designated agent in the Auction of MALLARD POINT LAND AND LOTS, GEORGETOWN, KY 40324

BUYER SIGNATURE: ____________________________ BROKER/AGENT: ________________________ Time: ______ Date: ____________

Tom Biederman, Broker/Auctioneer · Tom@BiedermanRealEstate.com
1076 Wellington Way, Lexington KY 40513 · Phone: (859) 277-2030 Fax: (859) 277-6189
BiedermanRealEstate.com
Received by Biederman Real Estate & Auctioneers: Time _______ Date __________
Biederman Real Estate will strive to represent our clients, both buyers and sellers, with the utmost responsibility. Our representatives will always work to our highest abilities to provide successful transactions for all parties.

We Get it Done!