

Exhibit "A"
Terms & Conditions
Kenneth (Shorty) Gribbins Estate

1. Title for the property being sold is – Nelson County Deedbook 506, Page 357. Marion County Deedbook 305, Page 41, PVA Maps- Nelson County Map 40, Parcels 6.0 & 6.01. Marion County Map 03- Parcels 06.0 & 13.0. Also recorded in Nelson County Plat Cabinet 19 Slot 64, Marion County Plat Cabinet 4 Slot 853.
2. Property sells subject to all terms and conditions of the Sales & Purchase contract dated April 14, 2018 between the Kenneth (Shorty) Gribbins Estate and buyers.
3. The property sells subject to all Nelson & Marion County Building & Planning & Zoning regulations, for the respective County areas.
4. Property being sold "As Is" and "Where Is" with no warranties or representations for a particular purpose concerning the property. Each bidder is responsible for conducting their own inspections and due diligence concerning the property.
5. Property sells restricted to no junk yards, junk vehicles or other waste that is not agricultural in nature.
6. Property also sells restricted to no single wide mobile homes or single wide manufactured homes except Tracts 5 & 39. Any replacement of mobile homes on Tracts 5 & 39 will be subject to Nelson County Planning & Zoning regulations
7. Double wide manufactured homes shall be allowed on all lots, however, all manufactured homes shall have solid foundation and shall be no more than 5 years old at the time of installation.
8. Taxes shall be prorated until Date of Deed, collected from both the Buyer and Seller, and held in the escrow account of Elmer George, Attorney, to be paid in the Fall of 2018.
9. Possession of cropland, (Tracts: 6,7,8,9,11,13,14,15,16,17,19,20,21,22,23,25,26,27,28,29,30,31, & 32), will be given April 15, 2018. Possession of all other tracts will be given with delivery of Deed.
10. All timber will sell with the real property. There shall be no timber cut on the property until closing is complete with the delivery of Deed. In the event that timber is harvested after closing, then the tract owners of such land that the timber is harvested from, shall be responsible for repairing all damage to any access roadway caused by removing timber from his or her tract of land.
11. Tracts 10, 11 & 12 will be subject to an Access Road Maintenance Agreement for access Road "A" recorded in the Clerk's office of Marion County in Deedbook ____ Page ____
12. Tracts 33, 34, 35 & 36 will be subject to an Access Road Maintenance Agreement for access Road "B" recorded in the Clerk's office of Marion County in Deedbook ____ Page ____
13. Tracts 37 & 38 will be subject to an Access Road Maintenance Agreement for Access Road "C" recorded in the Clerk's office of Marion County in Deedbook ____ Page ____.
14. Terms – Real Estate: 20% down day of sale with balance due on or before 30 days with delivery of deed. Personal Property & Equipment: Cash or check with proper identification payable day of sale. A ten percent (10%) Buyer's Premium will be added to all winning bids to determine the final selling price
15. All entrances onto Highway 457 shall be approved by the KY Dept. of Transportation.
16. All entrances onto Sulphur Lick Road shall be approved by the Nelson or Marion County Road Department.
17. Lead Base Paint Disclosure. – Home was built prior to 1978. Anyone wishing to do lead-base paint testing must do so 10 days prior to sale date.
18. All sanitary sewer systems must be approved by the Nelson or Marion County Environmental Services Department
19. The Auction Company reserves the right to correct any mathematical errors prior to closing.
20. Increments of bidding are at the discretion of the Auctioneer
21. Announcements made by the Auction Company at the auction podium the day of sale will take precedence over any previously printed material or other oral statements made.
22. Order of Sale.

Round One – By the Acre – Farm as a whole - 397.312 acres.

Round Two – Groups -By the Acre – Pick & Choice. Winning bidder to take any group(s) they choose.

Round Three – Individual Tracts. Tract #5 will be sold first By the Dollar. All other tracts will be sold by the acre. Winning bidder can take any tracts(s) they choose as long as the tracts touch.

For the purpose of the Auction, any tract that shares an access road or borders an access road shall be considered touching.

Tracts 17 & 18 are considered touching.

Tracts 23 & 25 are considered touching.

Round Four – Round One winning bidder shall have the option to combine the whole farm with a bid of \$100 per acre above the highest round bid price made. If Round One bidder chooses to exercise his option, all bidders may rejoin the bidding on the farm as a whole.