



# Auction Agreement

(Exclusive Right to Sell)

## 1. OWNERSHIP

The undersigned, the "Owner" or "Seller" (whether one or more) of the real and personal property (collectively, the "Real Estate") described below hereby gives Farmers National Company, "Broker", the exclusive right to sell said Real Estate at public auction, under the terms and conditions set forth herein.

**Ownership:** Name: KAJ Properties, LLC

Address: 400 West Kluckholm St. City: Montrose State: SD Zip: 57048

Ownership %: 100 Phone: (605) 201-4397

Email Address: kappenmanhomes@gmail.com

Names of other Owners: \_\_\_\_\_

Owner represents that the foregoing information constitutes a true and correct statement of the lawful ownership of the Real Estate, and that Owner has the requisite legal authority to convey the same. Owner will convey title by a duly executed deed of the following type: Warranty Deed

**Real Estate:** Section 36-107-46 Pipestone County MN. 16.72 Acres Commencing at the NW Corner of the NW1/4 The  
South 89 degrees 34 Min 41 seconds East, Bearing based on MN State Plane Coordinate System Pipestone Co. Datum,  
Along the North Line of Said NW 1/4 (739 131st Street, 56164) -- See Attached Deed For Full Legal

County Pipestone State Minnesota Acres 16.72+/-

No personal property shall be sold with the Real Estate except: \_\_\_\_\_

## 2. COMMISSION

Upon a successful auction, or if the Owner agrees to any price and/or terms with a ready, willing and able buyer before or after the auction, Owner agrees to pay Broker, at or before closing, a cash commission of 6 % of the gross sale price. In addition, Owner agrees to pay advertising and promotion expenses related to the auction of \$ 6,000.00 Approx.. In the event the auction is not successful and a "No Sale" is called by Owner at the auction, the Owner will reimburse Broker, no later than 10 days following the auction, for all advertising, promotional and marketing related expenses.

**Any sales tax liability related to the sale will be the responsibility of Owner.**

## 3. MINERAL, WIND, AND WATER RIGHTS

In selling the Real Estate, Owner will convey all of Owner's interest in the water, certified irrigated acres, oil, gas, wind and other mineral rights in, on, or under the Real Estate. Owner holds legal title to the entire mineral estate, all the rights except: \_\_\_\_\_



**4. ENCUMBRANCES**

The sale shall be made subject to all easements, covenants, restrictions and regulations of record. The Real Estate is currently subject to encumbrances totaling \$ 0, which shall be satisfied by Owner before or at closing.

**5. SALE TERMS**

The Real Estate shall be sold for cash, with not less than 10 % paid on the day of the auction as Earnest Money. The remaining balance will be fully paid at closing on or about 6-25, 2024, or such other date agreed to by the parties in writing.

**6. AUCTION LISTING TERM**

The commencement date of this Auction Agreement is: February 8th. 2024

Expiration date: August 31st. 2024

The date of the Auction is: 5-15-, 2024.

The location of the auction is: Online Only

**7. TITLE**

At or immediately following the auction, Owner will provide evidence of marketable title by: xx a commitment for title insurance, or 50 an abstract of title. The cost of title insurance will be paid by 50 the Owner, or 50 shared equally by the Owner and Purchaser.

**8. SURVEY**

Seller shall provide a new boundary survey for any parcel where there is no existing legal description or where new boundaries are created by the parcel divisions of the auction. Final purchase price xx will xx will not be based upon surveyed acres.

**9. REAL ESTATE & PERSONAL PROPERTY TAXES**

With regard to the settlement of real estate taxes, personal property taxes, if applicable, and special assessments, Broker is authorized to advertise as follows: Real estate taxes will be prorated to closing.

**10. AUCTION METHOD AND RESERVE**

Broker is authorized to conduct the auction in the following manner:

       Absolute Auction, the high bid must be accepted by the Owner.

xxxx Undisclosed Owner Reserve in the Amount of \$ 675,000

       Absolute Auction with an Advertised Minimum Bid of \$                     

xxxx On-line Auction

       For Sale by Written Bids



**11. EARNEST MONEY**

OWNER UNDERSTANDS AND AGREES IN THE EVENT OF DEFAULT OF ANY AGREEMENT BY BUYER WITH THE OWNER, HIS/HER EARNEST MONEY, LESS THE EXPENSES AND BROKERAGE FEE OF THE BROKER SHALL BE PAID TO OWNER. IF OWNER DEFAULTS, THE EARNEST MONEY, AT THE OPTION OF THE BUYER, SHALL BE REFUNDED TO THE BUYER, BUT SUCH REFUNDING SHALL NOT RELEASE OWNER FROM THE OBLIGATION OF THIS AGREEMENT OR FROM THE OBLIGATION OF THIS BROKERAGE FEE AS SET FORTH IN THIS AGREEMENT. OWNER AGREES THAT IN THE EVENT A DISPUTE BETWEEN OWNER AND BUYER ARISES AS TO WHETHER A DEFAULT HAS OCCURRED, BROKER MAY, IF ACTING AS ESCROWEE OF EARNEST MONEY PURSUANT TO A CONTRACT BETWEEN OWNER AND BUYER, INITIATE AN ACTION IN THE NATURE OF AN INTERPLEADER AND DEPOSIT ALL DISPUTED ESCROWED FUNDS WITH THE CLERK OF THE COURT. IN SUCH EVENT, OWNER AGREES TO HOLD BROKER HARMLESS AND INDEMNIFY BROKER FROM ANY CLAIMS, DEMANDS OR JUDGEMENTS OF A BUYER, INCLUDING ALL REASONABLE ATTORNEY'S FEES AND COSTS INCURRED TO DEFEND ANY ACTION BROUGHT BY A BUYER OR TO FILE AN INTERPLEADER ACTION OR SIMILAR ACTION.

**12. CANCELLATION**

If, prior to the auction, Owner terminates this Agreement, or withdraws the Real Estate from sale for any reason without Broker's written consent, Owner shall promptly reimburse Broker for all expenses incurred by Broker in marketing the property plus a cash fee of \$ 1,000.00 .

If Owner calls for a "No Sale" at the auction, Owner agrees to pay Broker the full commission if the Real Estate is sold within 90 days following the auction to any person as a direct or indirect result of any of the marketing efforts performed by Broker. Broker will furnish a written list of prospective buyers to the Seller.

**13. AUTHORIZATIONS**

Broker, at Broker's discretion, is authorized to pay, on Owner's behalf and upon Owner's approval, all appropriate pre-closing expenses, including, but not limited to real estate taxes, abstract extension, title insurance, filing fees, revenue stamps, commissions, and other charges, and to be reimbursed for such expenses from the proceeds of the sale, at closing.

Broker is authorized to place "FOR SALE" signs on the Real Estate, advertise the Real Estate for sale, and obtain Farm Service Agency, and other governmental information about the Real Estate. Owner authorizes Broker to prepare and complete a real estate sales contract with prospective purchasers and other necessary form documents for the transaction.

**14. FARM TENANCY**

If some or all the Real Estate is leased, unless otherwise agreed in writing with Broker, Owner shall assume responsibility for the termination of all leases. The leases currently on the property, and their respective termination dates are as follows: \_\_\_\_\_

Seller agrees to provide Broker with copies of all leases and other contracts, including CRP contracts, affecting the Real Estate.

**15. GOVERNMENT AGRICULTURAL PROGRAMS**

\_\_\_\_ Seller <sup>xx</sup> Buyer will receive landowner's share, if any, of annual government program payments for the \_\_\_\_\_ crop year. Payments for subsequent years will go to Buyer.

\_\_\_\_ Seller <sup>xx</sup> Buyer will receive landowner's share, if any, of conservation reserve program payments or other conservation programs paid for the 2024 crop year. Payments for subsequent years will go to Buyer.



Owner agrees to provide yield and other required documentation to Buyer to fulfill the obligations of government programs, if any.

Other provisions: \_\_\_\_\_

## 16. AGENCY RELATIONSHIP AND DISCLOSURE

Broker acknowledges its responsibilities to carry out its duties and responsibilities hereunder, and to comply with the laws and regulations governing real estate brokers. If Broker does so, but is nevertheless subjected to claims, liability, loss, or damages, including legal fees and court costs, arising out of the brokerage services it provides to Owner, Owner agrees to indemnify and hold Broker and Broker's agents and employees harmless from any such claims, liability, loss, or damages.

- (1) Broker represents that it will be acting as Owner's agent under this Auction Agreement, and, therefore, shall assume the following duties and obligations:
  - (a) To perform the terms of the Auction Agreement;
  - (b) To exercise reasonable skill and care for Owner;
  - (c) To promote the interests of Owner with the utmost good faith, loyalty, and fidelity, including:
    - (i) Seeking a price and terms which are acceptable to Owner, except that Broker shall not be obligated to seek additional offers to purchase the Real Estate while the property is subject to a contract for sale;
    - (ii) Presenting all written offers to and from Owner in a timely manner regardless of whether the Real Estate is subject to a contract for sale;
    - (iii) Disclosing in writing to Owner all adverse material facts actually known by Broker; and
    - (iv) Advising Owner to obtain expert advice as to material matters about which Broker knows but the specifics of which are beyond the expertise of Broker;
  - (d) To account in a timely manner for all money and property received;
  - (e) To comply with all requirements of any applicable Real Estate and/or Auction License Act, and any rules and regulations promulgated pursuant to any such act; and
  - (f) To comply with any applicable federal, state, and local laws, rules, regulations, and ordinances, including fair housing and civil rights statutes and regulations.
- (2) Broker, acting as Owner's agent will not disclose any confidential information about Owner unless disclosure is required by statute, rule, or regulation; or unless failure to disclose the information would constitute fraudulent misrepresentation. No cause of action for any person shall arise against Broker acting as Owner's agent for making any required or permitted disclosure.
- (3) (a) Broker, acting as Owner's agent, owes no duty or obligation to a prospective purchaser, except that Broker must disclose in writing to any prospective purchaser all adverse material facts actually known by the Broker. The adverse material facts may include adverse material facts pertaining to:
  - (i) Any environmental hazards affecting the property which are required by law to be disclosed;
  - (ii) The physical condition of the property;
  - (iii) Any material defects in the property;
  - (iv) Any material defects in the title to the property; or
  - (v) Any material limitation on the Owner's ability to perform under the terms of the contract.
 (b) Broker owes no duty to conduct an independent inspection of the Real Estate for the benefit of prospective purchasers and owes no duty to independently verify the accuracy or completeness of any statement made by Owner or any independent inspector.
- (4) Broker may show or auction alternative properties not owned by Owner to prospective purchasers and may list or agree to auction competing properties for sale without breaching any duty or obligation to Owner.
- (5) Broker may not designate other brokers as subagents.
- (6) Owner agrees that Broker may share compensation paid by Owner with another auctioneer or designated real estate broker. Under no circumstances, however, shall any such cooperative



- arrangement require Owner to pay a larger commission than that set forth, above.
- (7) Owner acknowledges having been provided with any agency brokerage disclosure information prepared by, or at the direction of the State Real Estate and/or Auction Commission.
- (8) **OWNER UNDERSTANDS IT IS ILLEGAL FOR EITHER OWNER OR BROKER TO REFUSE TO SELL TO OR DISCRIMINATE AGAINST ANY PERSON BECAUSE OF THE PERSON'S RACE, COLOR, SEX, RELIGION, NATIONAL ORIGIN, ANCESTRY, AGE, MARITAL STATUS, FAMILIAL STATUS, HANDICAP, OR UNFAVORABLE DISCHARGE FROM MILITARY SERVICE, AS THOSE TERMS ARE DEFINED IN THE FEDERAL FAIR HOUSING ACT OR ANY OTHER APPLICABLE FEDERAL, STATE, COUNTY OR LOCAL STATUTE OR ORDINANCE.**
- (9) THIS IS A LEGALLY BINDING AGREEMENT, IF NOT UNDERSTOOD, SEEK LEGAL ADVICE.

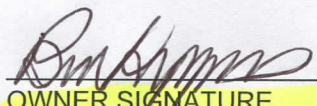
**17. MISCELLANEOUS PROVISIONS**

Property is being Sold As-IS with no warranties of any kind other than Marketable Title.

Sold subject to the 2024 crop year lease with the adjoining farmer. The new buyer will not receive any crop payment for the 2024 crop year.

The New buyer will be responsible for any septic tank improvements required by the state of Minnesota.

Date: 2-08-2024

  
OWNER SIGNATURE

\_\_\_\_\_  
OWNER SIGNATURE

Brian Kappenman  
NAME (PRINTED)

\_\_\_\_\_  
NAME (PRINTED)

400 W. Klockholm St  
ADDRESS

\_\_\_\_\_  
ADDRESS

Menasha WI 57048

\_\_\_\_\_

605-201-4397  
PHONE NUMBER

\_\_\_\_\_  
PHONE NUMBER

Kappenmanhomes@gmail.com  
EMAIL

\_\_\_\_\_  
EMAIL



OWNER SIGNATURE

OWNER SIGNATURE

NAME (PRINTED)

NAME (PRINTED)

ADDRESS

ADDRESS

PHONE NUMBER

PHONE NUMBER

EMAIL

EMAIL

FARMERS NATIONAL COMPANY, Broker

DocuSigned by:

*Rick Gullickson*

7C9135CC9F5F402...

REV 9/2021



Notary Public fees and transfer entered; Certificate of Real Estate Value ( ) filed (✓) not required.


Certificate of Real Estate Value No. February 16, 2023

Amanda Baarson Sandy Date

Nicola Back County Auditor

by: Nicola Back Deputy

**232027**  
**Office of County Recorder**  
**Pipestone County, Minnesota**  
**Certified, Filed and/or Recorded on**  
**February 6, 2023 at 1:55 PM**  
**Emaleigh Rippentrop**  
**Pipestone County Recorder**  
**By: Rachel Davids, Deputy Recorder**



(Top 3 inches reserved for recording data)

**QUIT CLAIM DEED**  
**Individual(s) to Business Entity**

**Minnesota Uniform Conveyancing Blanks**  
**Form 10.3.2 (2013)**

eCRV number: N/ADEED TAX DUE: \$1.65DATE: April 19, 2022FOR VALUABLE CONSIDERATION, Thomas Willey and Amy Willey, Husband and wife, ("Grantors"),

hereby convey and quitclaim to KAJ Properties, LLC  
a Limited Liability Company under the laws of South Dakota, ("Grantee"),  
real property in Pipestone County, Minnesota, legally described as follows:

All that part of the Northeast Quarter of the Northwest Quarter of Section 36, Township 107 North, Range 46 West, Pipestone County, Minnesota, being more particularly described as follows:

Commencing at the Northwest corner of said Northwest Quarter; thence South 89 degrees 34 minutes 41 seconds East, bearing based on Minnesota State Plane Coordinate System Pipestone County datum, along the North line of said Northwest Quarter, a distance of 1410.00 feet to the point of beginning; thence continuing thence South 89 degrees 34 minutes 41 seconds East, along said North line, a distance of 847.00 feet; thence South 00 degrees 25 minutes 19 seconds West a distance of 860.00 feet; thence North 89 degrees 34 minutes 41 seconds West a distance of 847.00 feet; thence North 00 degrees 25 minutes 19 seconds East a distance of 860.00 feet to the point of beginning.

The real property's street address is: 739 131<sup>st</sup> Street, Pipestone, MN 56164.The real property's identification number is: 12-036-0900.

Consideration for this transaction is less than \$3000

2/6/2023 Receipt No. 11813  
**Pipestone Co., MN Deed Tax**  
1.65 Dollars Pa  
☐ Amanda Baarson Sandy / AB  
County Auditor/Treasurer

Check here if all or part of the described real property is Registered (Torrens) ☐

together with all hereditaments and appurtenances.



## Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

### Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

### Seller's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) ☒ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

House was built prior to 1978

(ii) ☐ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the seller (check (i) or (ii) below):

(i) ☐ Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

(ii) ☒ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

### Purchaser's Acknowledgment (initial)

(c) ☐ Purchaser has received copies of all information listed above.

(d) ☐ Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home*.

(e) Purchaser has (check (i) or (ii) below):

(i) ☐ received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or


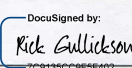
(ii) ☐ waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

### Agent's Acknowledgment (initial)

(f) ☒ Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

### Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Seller 	Date <u>2-8-24</u>	Seller	Date
Purchaser	Date	Purchaser	Date
DocuSigned by:  7C8135CC895F402		2/8/2024   3:00 PM CST	
Agent	Date	Agent	Date



**Certificate Of Completion**

Envelope Id: EFABF2FC987348B78447C16F48579E0C

Status: Completed

Subject: Complete with DocuSign: KAJ Auction Agreement511.pdf, KAJ Lead Paint509.pdf

Source Envelope:

Document Pages: 8

Signatures: 2

Envelope Originator:

Certificate Pages: 5

Initials: 1

Marshall Hansen

AutoNav: Enabled

11516 Nicholas St

Envelopeld Stamping: Enabled

Omaha, NE 68154

Time Zone: (UTC-06:00) Central Time (US &amp; Canada)

MHansen@farmersnational.com

IP Address: 216.106.221.68

**Record Tracking**

Status: Original

Holder: Marshall Hansen

Location: DocuSign

2/8/2024 2:46:09 PM

MHansen@farmersnational.com

**Signer Events****Signature****Timestamp**

Rick Gullickson

DocuSigned by:



Sent: 2/8/2024 2:54:24 PM

RGullickson@FarmersNational.com

Viewed: 2/8/2024 3:00:09 PM

Farm Manager

Signed: 2/8/2024 3:00:46 PM

Farmers National Company

Signature Adoption: Pre-selected Style

Security Level: Email, Account Authentication (None)

Using IP Address: 142.202.132.44

**Electronic Record and Signature Disclosure:**

Accepted: 10/21/2019 7:50:17 AM

ID: 1332feb6-c8b6-41e0-8008-1504e1bb0b65

**In Person Signer Events****Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp**

Brian Kappenman

**COPIED**

Sent: 2/8/2024 2:54:24 PM

kappenmanhomes@gmail.com

Security Level: Email, Account Authentication (None)

**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

**Witness Events****Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent

Hashed/Encrypted

2/8/2024 2:54:24 PM

Certified Delivered

Security Checked

2/8/2024 3:00:09 PM

Signing Complete

Security Checked

2/8/2024 3:00:46 PM

Completed

Security Checked

2/8/2024 3:00:46 PM

**Payment Events****Status****Timestamps**







## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, Farmers National Company (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**



Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

### **How to contact Farmers National Company:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by phone call: 4025902323

To contact us by email send messages to: [Leasing@farmersnational.com](mailto:Leasing@farmersnational.com)

### **To advise Farmers National Company of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [Leasing@farmersnational.com](mailto:Leasing@farmersnational.com) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

### **To request paper copies from Farmers National Company**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [Leasing@farmersnational.com](mailto:Leasing@farmersnational.com) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

### **To withdraw your consent with Farmers National Company**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:



- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to [Leasing@farmersnational.com](mailto:Leasing@farmersnational.com) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Farmers National Company as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Farmers National Company during the course of your relationship with Farmers National Company.