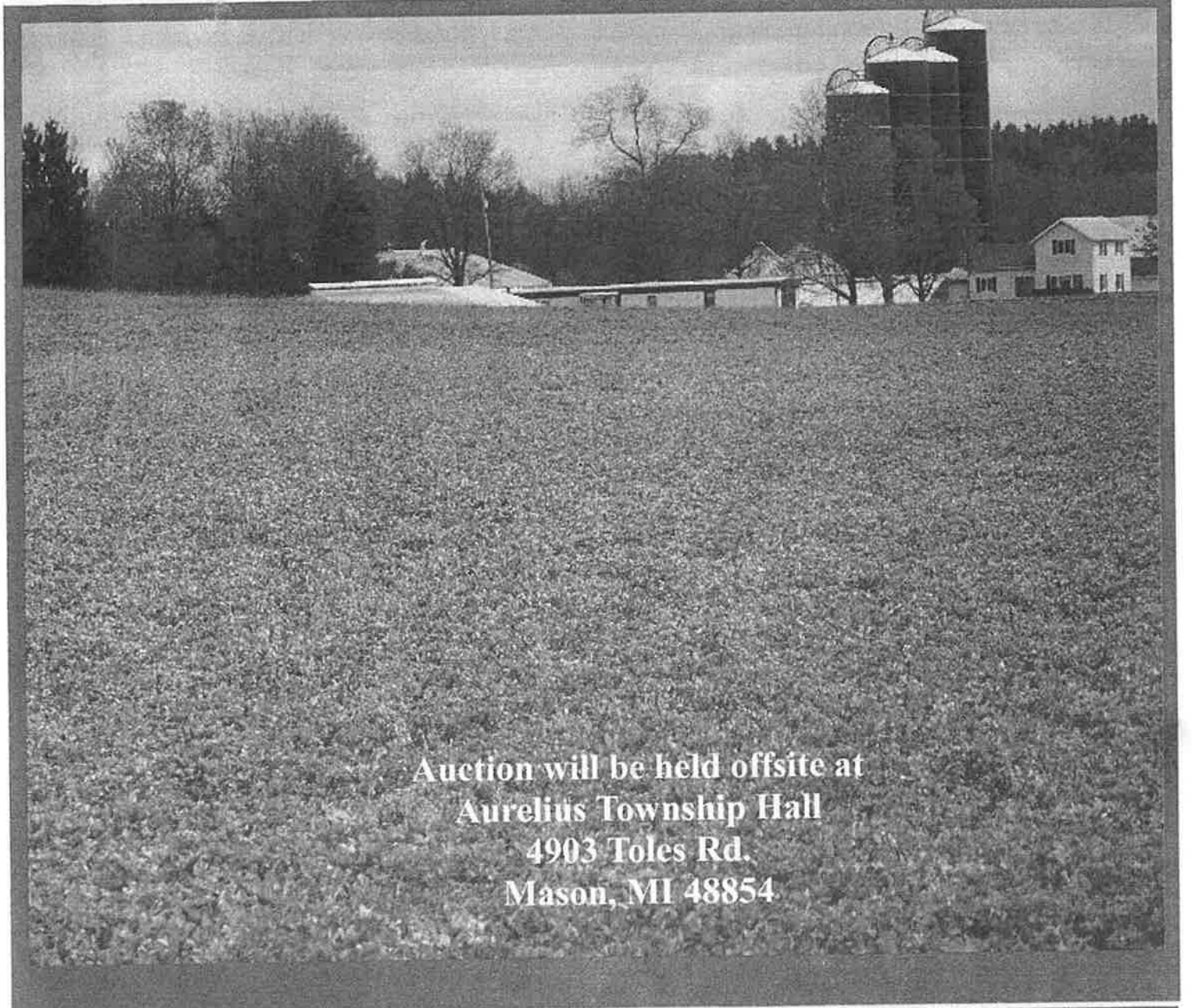
Bidder's Packet

Snow Dairy Real Estate

Wednesday May 9, 2012 – 6PM



Miedema Auctioneering, Inc.
601 Gordon Industrial Court
Byron Center, MI 49315

P: 1-800-LAST BID
F: 1-616-538-5230
www.1800lastbid.com

TABLE OF CONTENTS

Notice to All Bidders ..... Page 1

Procedure for Purchasing at Auction ..... Page 2

How the Auction will be Conducted ..... Page 3

Announcements ..... Page 4

Property Information ..... Page 5

Driving Directions ..... Page 6

Survey Sketches ..... Pages 7-12

Photos of Facilities ..... Pages 13-16

Sellers Disclosure ..... Pages 17-18

Lead Based Paint Disclosure ..... Page 19

Agency Disclosure ..... Page 20

Soil Maps ..... Pages 21-28

Title Commitment ..... Pages 29-38

Lead Based Paint Handbook ..... Pages 39-53

NOTICE TO ALL BIDDERS

The information included in this Bidders Packet is a summary of information available from a number of sources, most of which have not been independently verified. This summary has been provided only for the use of prospective bidders at the Public Auction to be held. It is supplied for whatever assistance it may provide in answering questions, however,

ALL INFORMATION AND OPINIONS ARE SUPPLIED WITHOUT ANY WARRANTIES OR REPRESENTATIONS, EITHER EXPRESSED OR IMPLIED, WHATSOEVER.

Prospective bidders are advised to avail themselves of the land and tax records of the county the real estate is located in and the State of Michigan and to make an inspection of the premises on their own behalf; consulting whatever advisor they may feel appropriate.

The property for sale will be auctioned in an "AS IS", "WHERE IS" condition and neither Miedema Auctioneering, Inc., the sellers, nor their respective agents make any express or implied warranties of any kind. The descriptions and conditions listed in this and other advertising materials are to be used as guidelines only and are not guaranteed.

NEW DATA:

New data, corrections, or changes could be made after the printing of this brochure. Please arrive prior to the start of the Auction to inspect and consider any new information and changes.

PROCEDURE FOR PURCHASING AT AUCTION

Thank you for your interest in this Auction! If you are unfamiliar with buying real estate at a Miedema Auctioneering, Inc. auction, following are some guidelines to make participating easy and fun.

REGISTRATION:

1. Upon arriving at the auction site, please proceed to the Auction office/registration table.
2. In order to register, you will need to supply your driver's license to the Miedema Auctioneering agent assisting you.
3. Once the Miedema Auctioneering agent has completed your registration and you have signed the Auction terms, the Miedema Auctioneering agent will provide you with your bidding number and any additional information relevant to the Auction.

BIDDING:

Bidding is a very simple process. It is very important to listen closely to the auctioneer. When the auctioneer is calling out bids to the crowd, you can bid by any of the following ways:

1. Raising your bid card in the air,
2. Shouting your bid out to the auctioneer verbally,
3. Having one of the auction staff place your bid for you, or
4. Communicating a signal to the auctioneer that has been arranged prior to the auction.

Conduct of the auction and increments of bidding are at the direction and discretion of the auctioneer. The auction staff will chart the progress of the auction on the auction boards for the entire crowd to see. Bids in the winning position will be indicated by a red asterisk or star on the auction boards. It is important for you to pay attention to the auction boards, since the boards show the current standings of all bidders involved in the auction.

Announcements made by the auctioneer at the time of sale take precedence over all printed materials. If you have any questions at the auction about the property, procedures, or anything else, do not hesitate to ask. We will be happy to help in any way we can. To provide the best service to you, please ask your questions prior to the bidding. Once the bidding has begun, we will maintain the flow and integrity of the auction; therefore, it would be very difficult to stop and answer lengthy questions.

CONCLUSION:

When the auctioneer announces the conclusion of the bidding and announces that the parcels are "Sold", the winning bidder(s) will immediately be required to sign the Buy/Sell Agreement and post the proper deposit. If you are the successful buyer, copies of your completed and signed Buy/Sell Agreement(s) will be provided to you for your records.

Property Information

Parcel 1 - 80 acre parcel situated just Northwest of the main dairy farm and at the Northwest corner of Toles Road and Eifert Road. This parcel consists of a width of 1,320 feet and depth of 2,640 feet. Parcel is nearly fully tillable with mostly Marlette fine sandy loam, Brady sandy loam, and Sebawa loam.

Parcel 2 - Just North of the main dairy farm and located at the Northeast corner of Toles Road and Eifert Road. Total of 78.62 acres in this parcel with a remodeled residence, garage, storage shed, and calf transition barn that is situated near the Southeast corner. Approximately 55 acres are tillable land. The 1-1/2 story residence on this parcel is 1,128 square feet with a large deck in the rear of the house. A newer furnace, electric water heater, central air condition, newer siding, newer roof shingles is included with the residence.

Parcel 3 - This 1.38 acre parcel is located on the Northeast corner of Toles Road and Eifert Road which co dimensions of 22' wide by 300' deep with a residence on the property. The ranch home was constructed in 197 is 1,656 square feet with a partially finished basement, furnace, water heater, and central air conditioning.

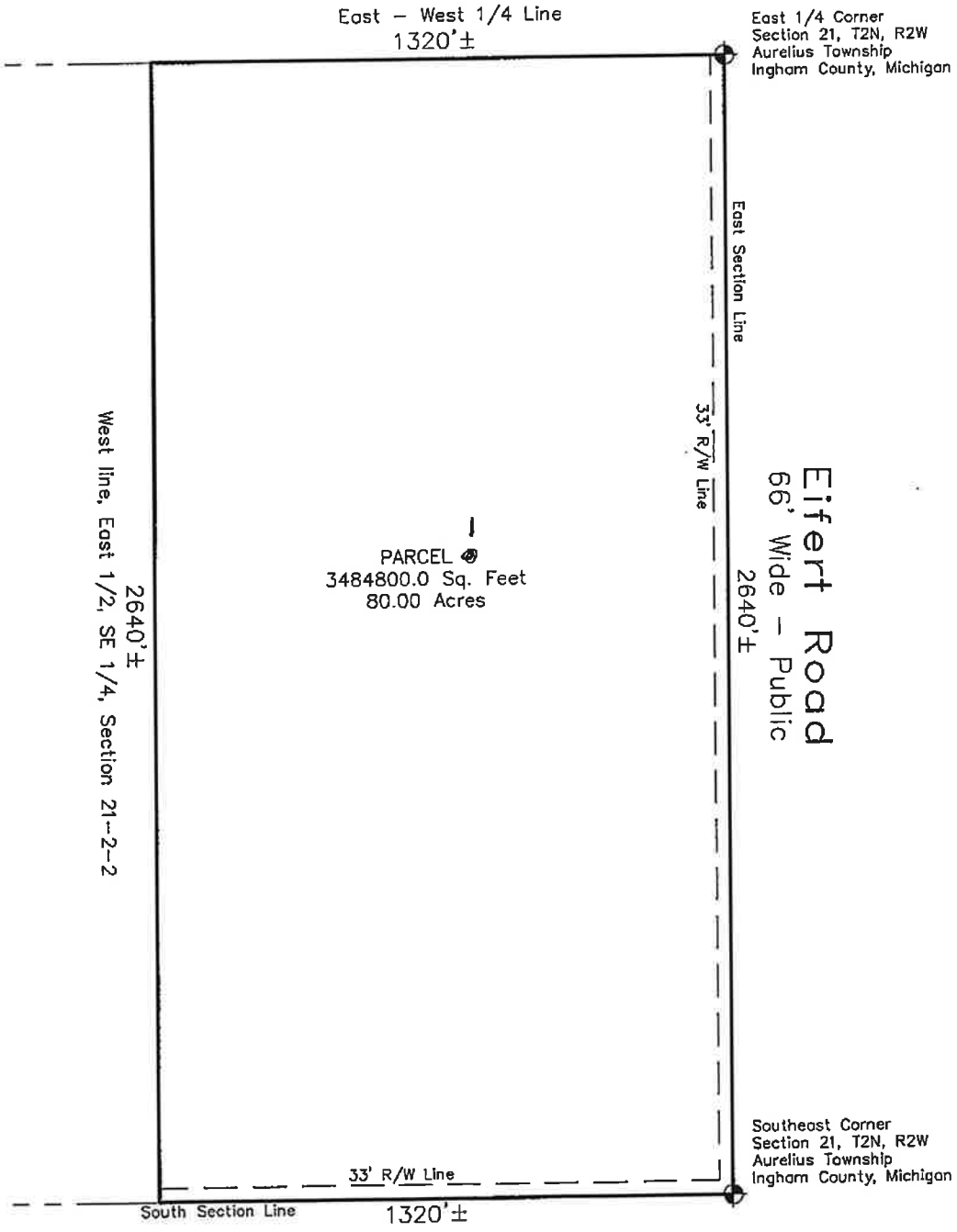
Parcel 4 – 90 acre parcel located on South side of Toles Rd on a paved county road. This parcel consists of the main barn along with 89.04 acres with 50 acres fronting the South side of Toles Road. Approximately 20 acres of the Northern portion of the land is improved with a Dairy Farm, approximately 20 acres is to the East and South of the Dairy and is tillable while approximately 10 acres to the West of the Dairy is pasture land that could be tillable and the South 40 acres portion of the land is nearly all tillable. The soil throughout the land is primarily Colwood-Brookston loams, Capac loam, and Houghton muck. Also includes 2 bedroom 1-1/2 bath, 2 story home with two stall garage.

Parcel 5 - This 20.3 acre parcel is located on the S side of Toles Road, 2/3 mile West of Eifert Road. Land co width of 1,377 feet and depth of 661 feet that is nearly tillable. Soil on this parcel is Marlette fine sandy loam an Capac loam.

Driving Directions

Directions to the Farm: From US 127, take the Barnes Rd. Exit (Exit 61), then 4 miles West to Aurelius Rd (4 way stop), then North on Aurelius Rd 1 mile to Toles Rd, then West 1/2 miles to The Farm at 4903 W. Toles Rd., Mason, MI.

Directions to The Aurelius Township Hall: From US 127, take the Barnes Rd. Exit (Exit 61), go West 4 miles to Aurelius Rd, then North approximately 1/2 mile to the Township Hall at 1939 S. Aurelius Rd, Mason, MI.

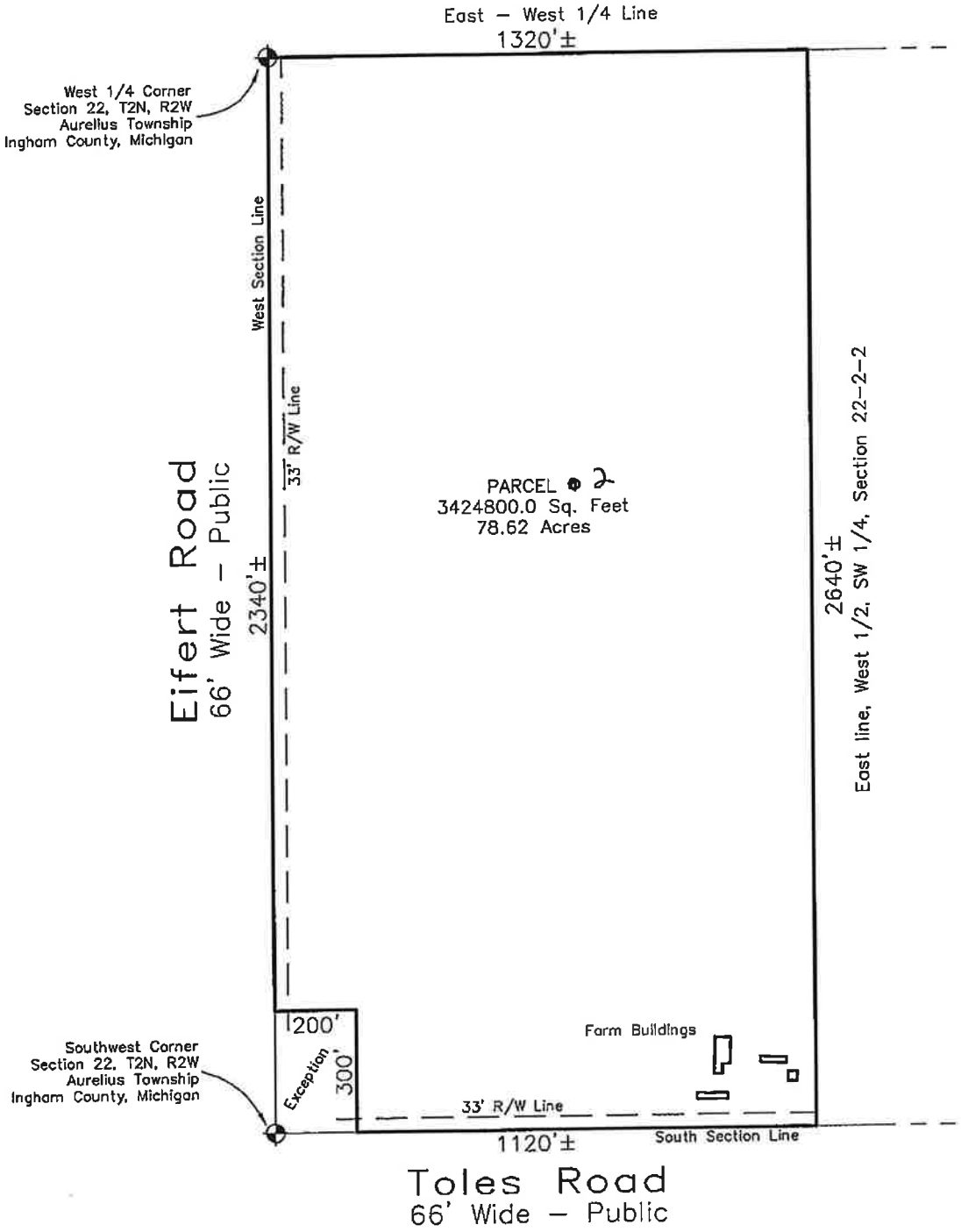


NORTH

0 300 600

SCALE IN FEET

GPS
GOWER PROFESSIONAL SURVEYING, P.C.
7144 Childsdale Avenue, NE
Rockford, MI 49341
(616) 863-9508 VOICE
(616) 866-6483 FAX



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SCALE IN FEET

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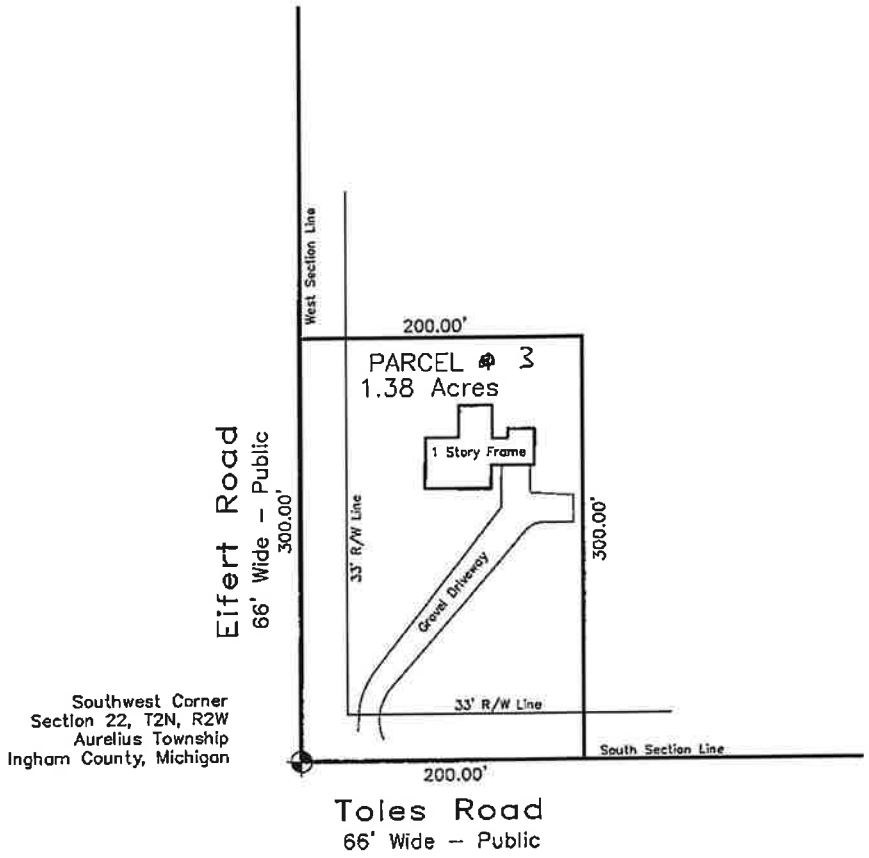
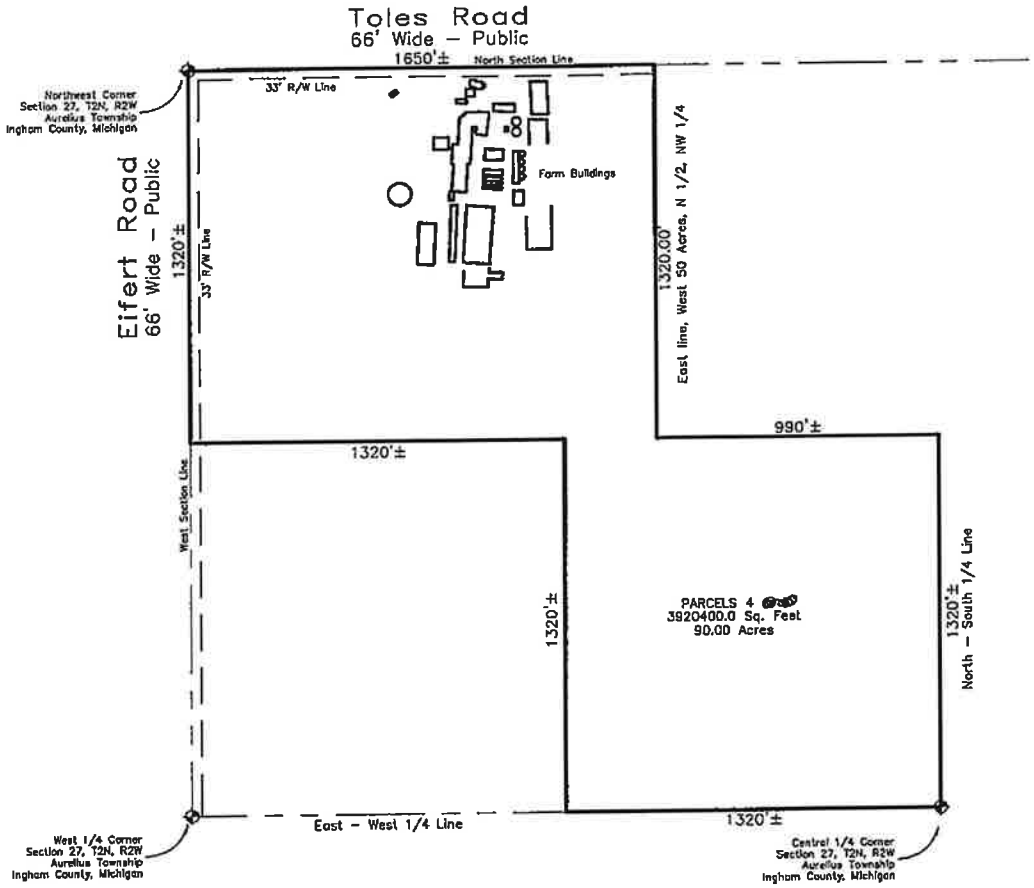


Southwest Corner
Section 22, T2N, R2W
Aurelius Township
Ingham County, Michigan

NORTH

0 100 200
SCALE IN FEET

GPS
GOWER PROFESSIONAL SURVEYING, P.C.
7144 Childsdale Avenue, NE
Rockford, MI 49341
(616) 863-9508 VOICE
(616) 866-6483 FAX



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GOWER PROFESSIONAL SURVEYING, P.C.
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Rockford, MI 49341
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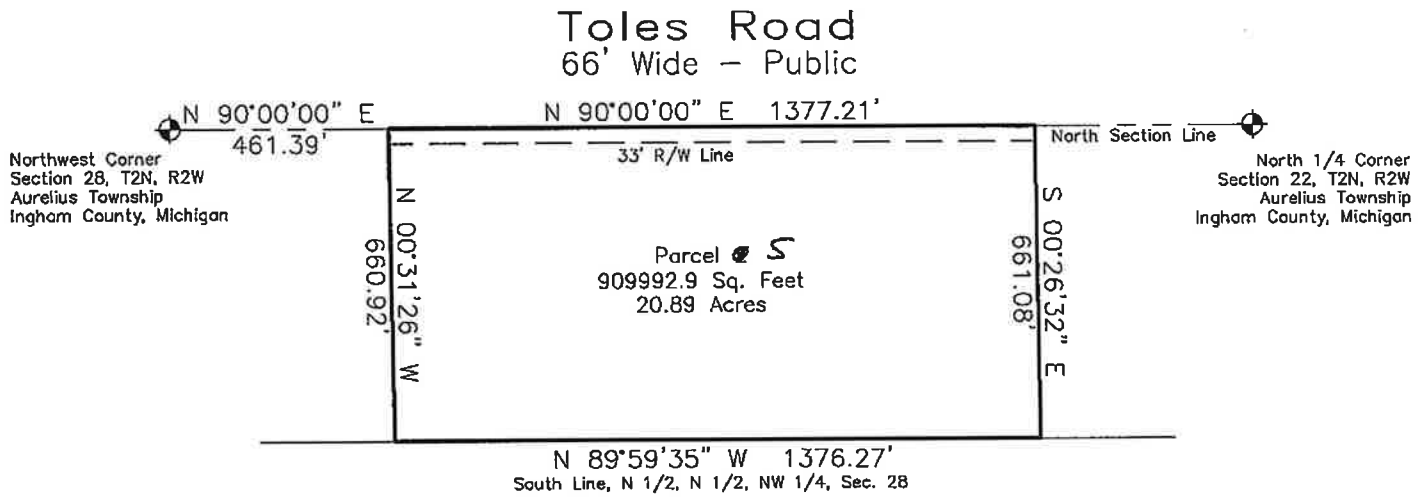
(616) 866-6483 FAX



NORTH

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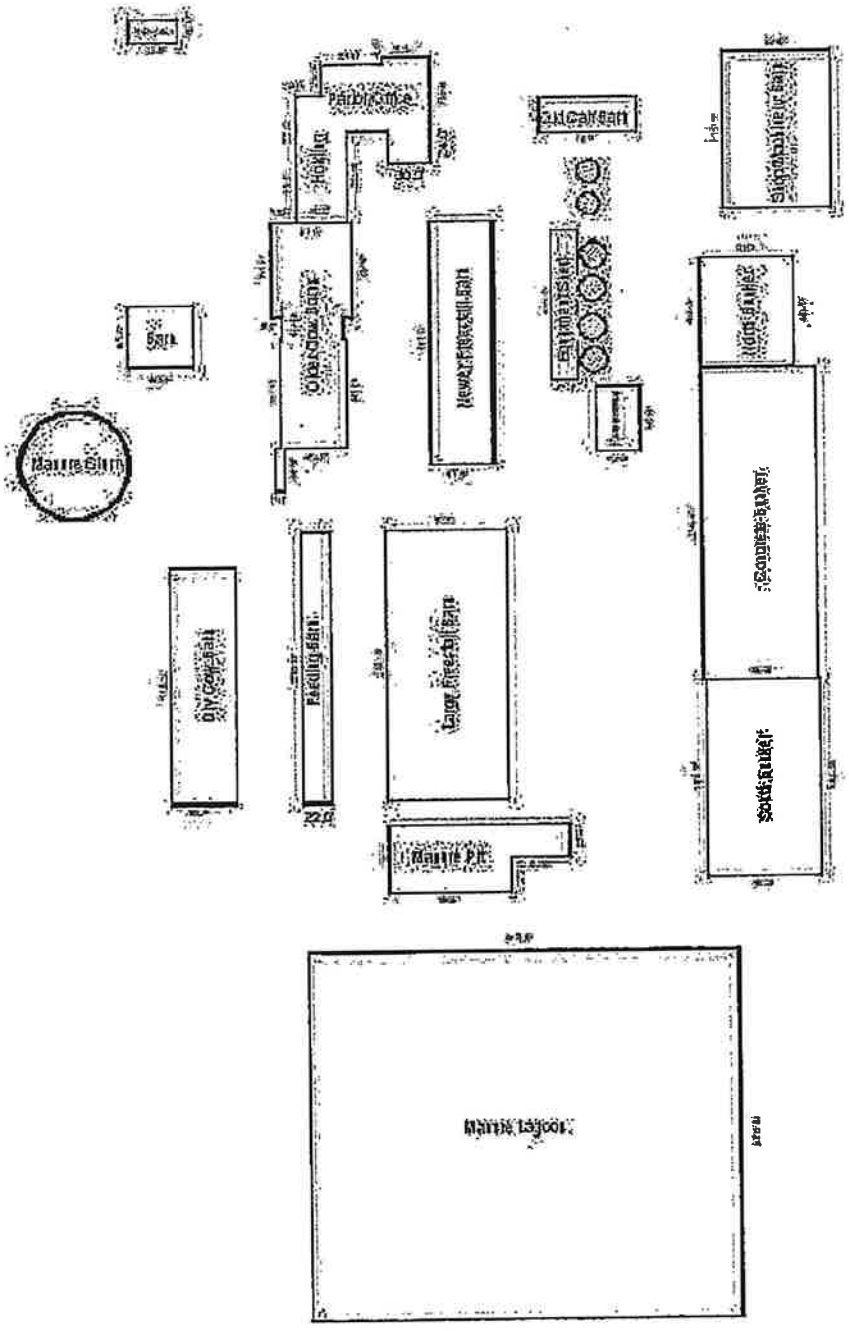
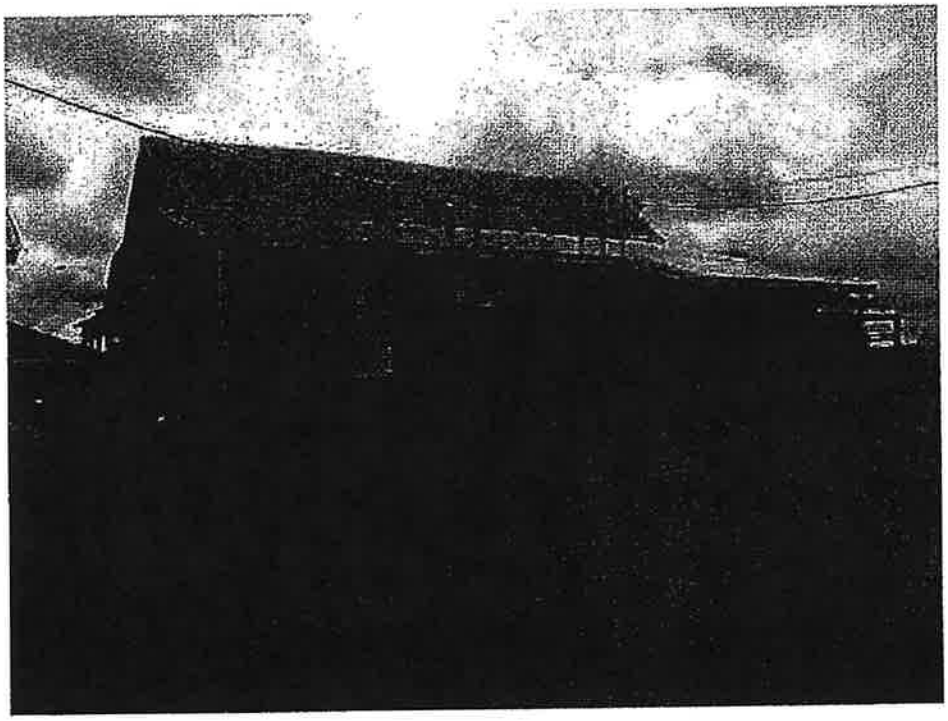


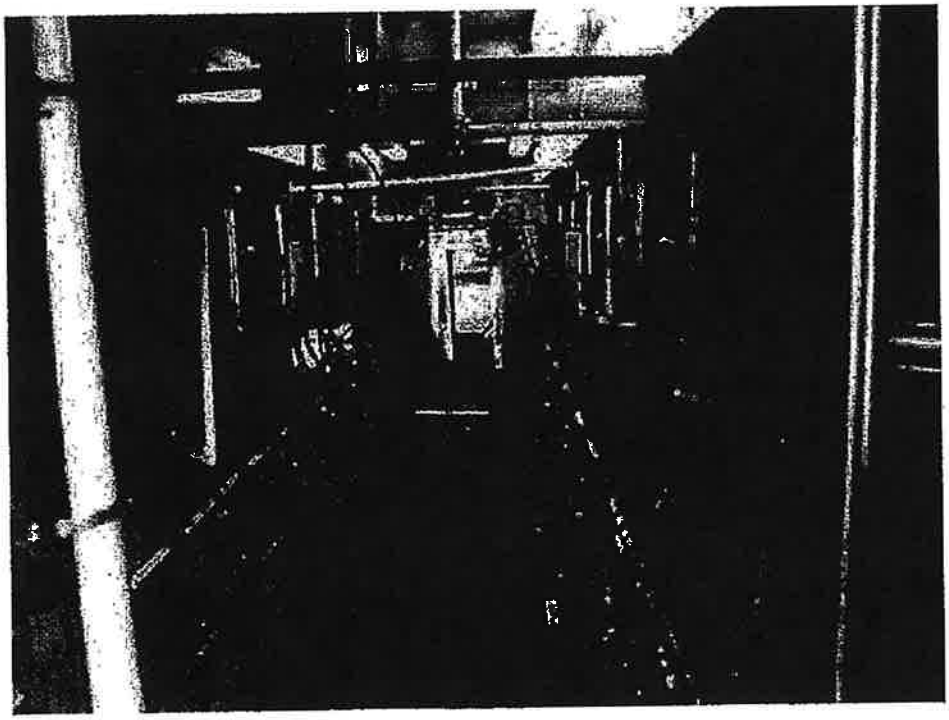
Sketch by Apex IVM

SKETCH OF DAIRY BUILDINGS

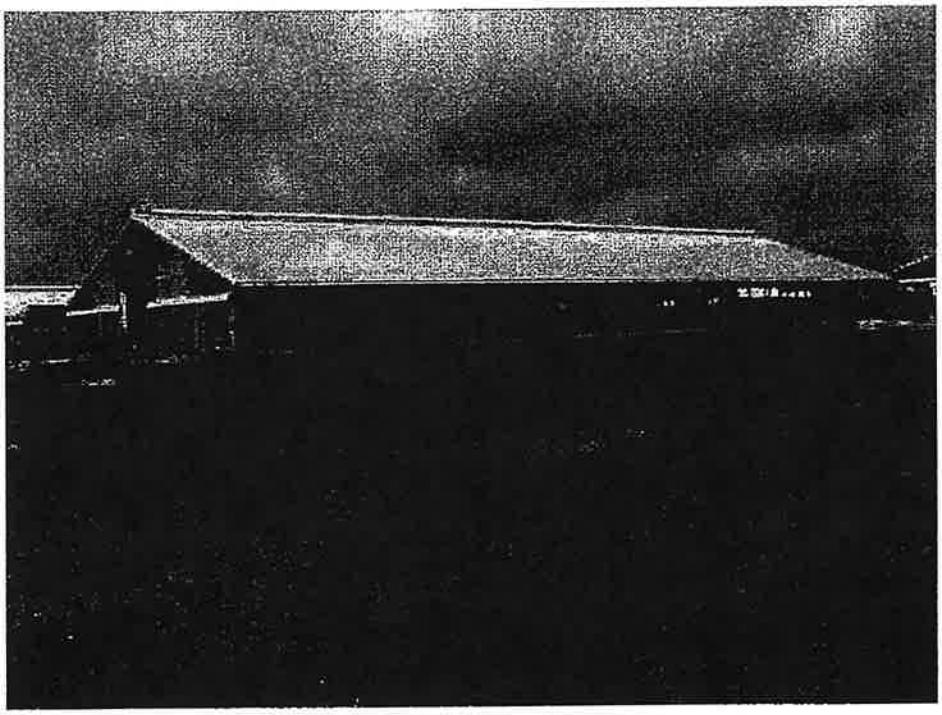
Page 12



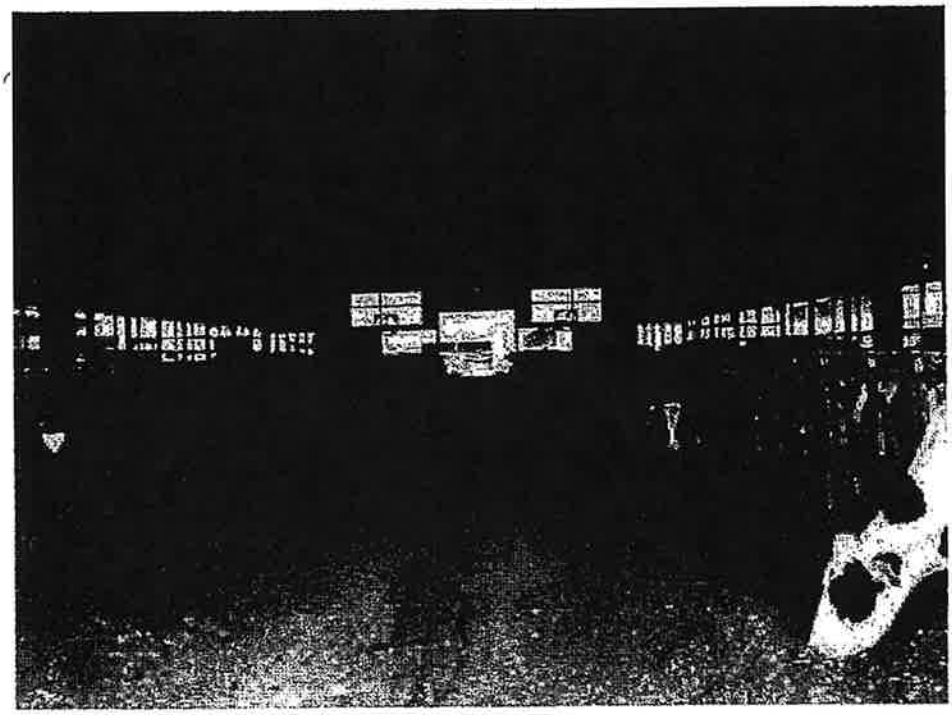
VIEW OF MILKING CENTER LOOKING SOUTHWESTERLY



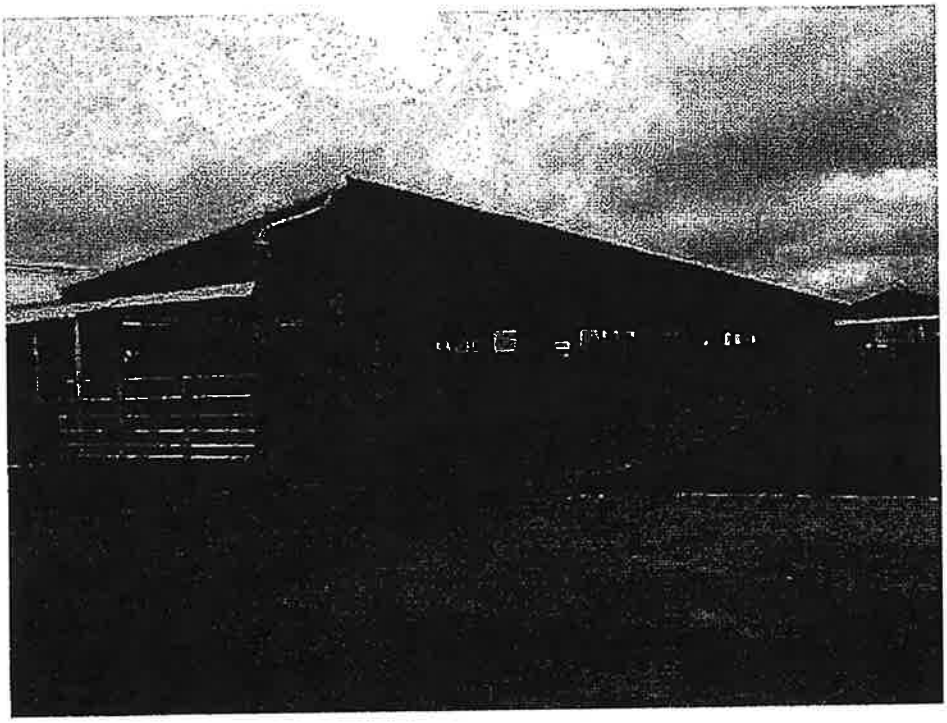
INTERIOR VIEW OF MILKING PARLOR



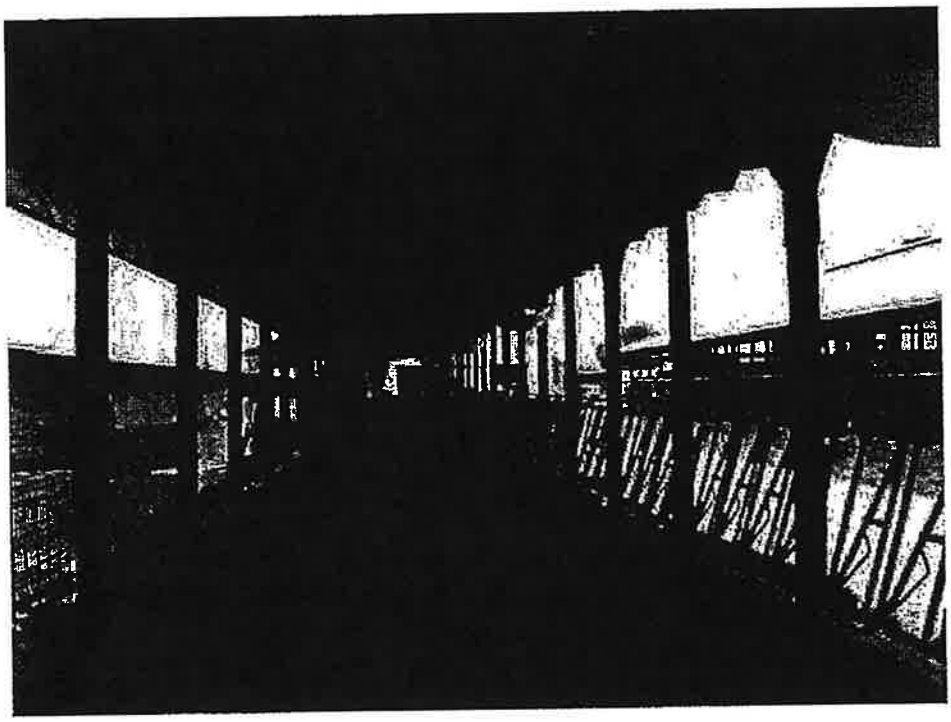
VIEW OF LARGE FREESTALL BARN



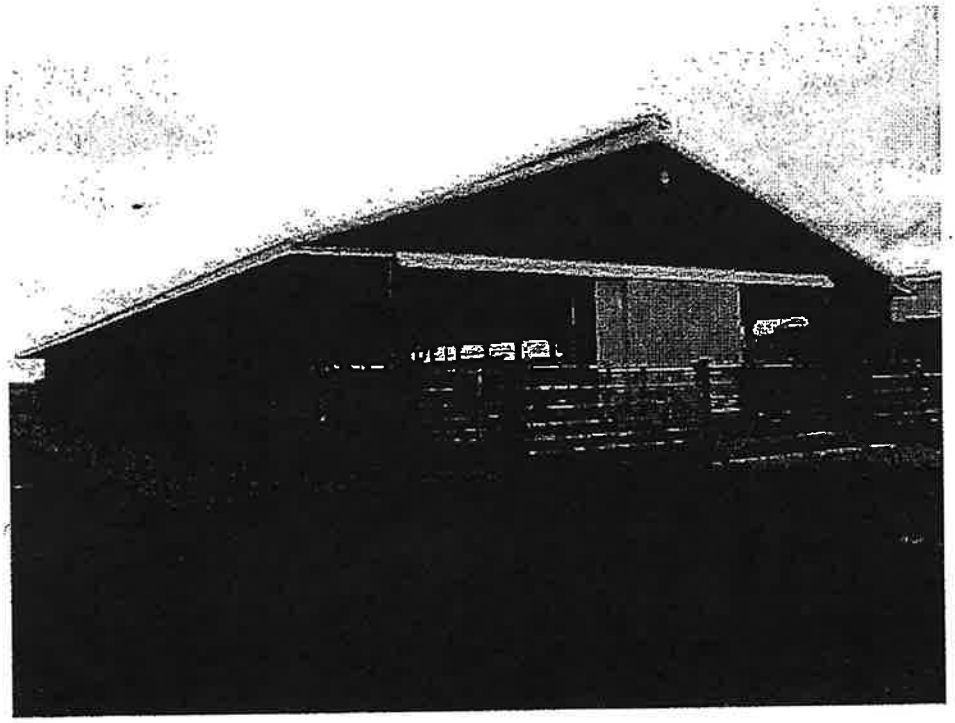
INTERIOR VIEW OF LARGE FREESTALL BARN



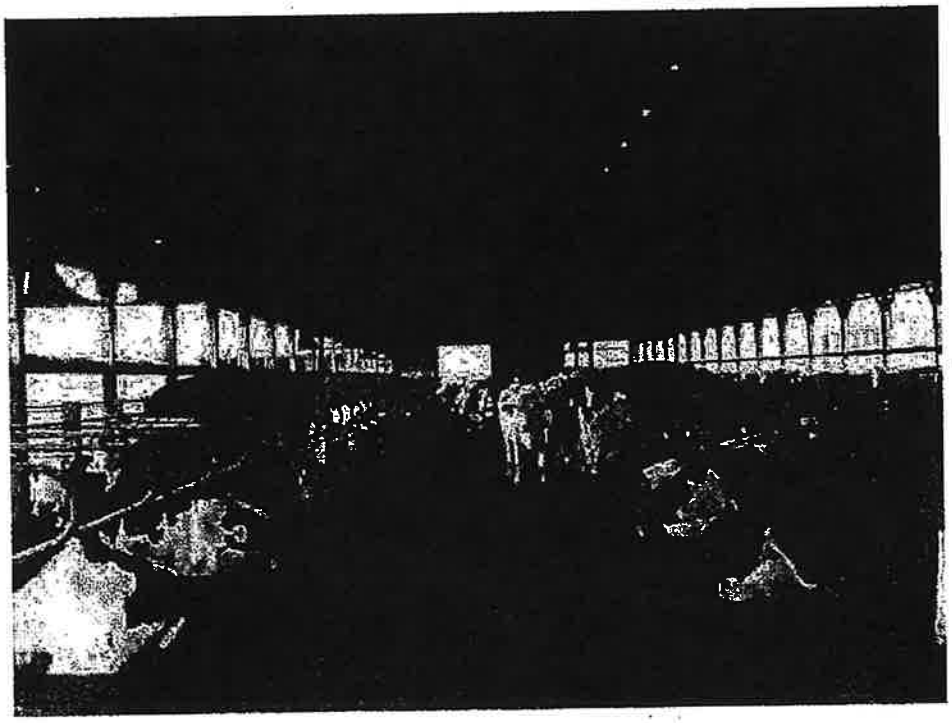
VIEW OF FEEDING BARN



INTERIOR VIEW OF FEEDING BARN



VIEW OF NEWER FREESTALL BARN



INTERIOR VIEW OF NEWER FREESTALL BARN

H

MICHIGAN ASSOCIATION OF REALTORS®
The Voice for Real Estate™ in Michigan

Seller's Disclosure Statement

3 Houses located at

Property Address: ① 4903 W Toles Rd ② 4886 Toles Rd ③ 4991 Toles Rd Mason, MI MICHIGAN
Street City, Village or Township

Purpose of Statement: This statement is a disclosure of the condition of the property in compliance with the Seller Disclosure Act. This statement is a disclosure of the condition and information concerning the property, known by the Seller. Unless otherwise advised, the Seller does not possess any expertise in construction, architecture, engineering or any other specific area related to the construction or condition of the improvements on the property or the land. Also, unless otherwise advised, the Seller has not conducted any inspection of generally inaccessible areas such as the foundation or roof. **This statement is not a warranty of any kind by the Seller or by any Agent representing the Seller in this transaction, and is not a substitute for any inspections or warranties the Buyer may wish to obtain.**

Seller's Disclosure: The Seller discloses the following information with the knowledge that even though this is not a warranty, the Seller specifically makes the following representations based on the Seller's knowledge at the signing of this document. Upon receiving this statement from the Seller, the Seller's Agent is required to provide a copy to the Buyer or the Agent of the Buyer. The Seller authorizes its Agent(s) to provide a copy of this statement to any prospective Buyer in connection with any actual or anticipated sale of property. The following are representations made solely by the Seller and are not the representations of the Seller's Agent(s), if any. **This information is a disclosure only and is not intended to be a part of any contract between Buyer and Seller.**

Instructions to the Seller: (1) A Answer ALL questions. (2) Report known conditions affecting the property. (3) Attach additional pages with your signature if additional space is required. (4) Complete this form yourself. (5) If some items do not apply to your property, check NOT AVAILABLE. If you do not know the facts, check UNKNOWN. FAILURE TO PROVIDE A PURCHASER WITH A SIGNED DISCLOSURE STATEMENT WILL ENABLE A PURCHASER TO TERMINATE AN OTHERWISE BINDING PURCHASE AGREEMENT.

Appliances/Systems/Services: The items below are in working order. (The items listed below are included in the sale of the property only if the purchase agreement so provides.)

	Yes	No	Unknown	Not Available
Range/oven			X	
Dishwasher			X	
Refrigerator			X	
Hood/fan			X	
Disposal			X	
TV antenna, TV rotor & controls			X	
Electrical system			X	
Garage door opener & remote control			X	
Alarm system			X	
Intercom			X	
Central vacuum			X	
Attic fan			X	
Pool heater, wall liner & equipment			X	
Microwave			X	
Trash compactor			X	
Ceiling fan			X	
Sauna/hot tub			X	
Washer			X	

	Yes	No	Unknown	Not Available
Lawn sprinkler system			X	
Water heater			X	
Plumbing system			X	
Water softener/ conditioner			X	
Well & pump			X	
Septic tank & drain field			X	
Sump pump			X	
City water system			X	
City sewer system			X	
Central air conditioning			X	
Central heating system			X	
Wall furnace			X	
Humidifier			X	
Electronic air filter			X	
Solar heating system			X	
Fireplace & chimney			X	
Wood burning system			X	
Dryer			X	

Explanations (attach additional sheets if necessary): _____

UNLESS OTHERWISE AGREED, ALL HOUSEHOLD APPLIANCES ARE SOLD IN WORKING ORDER EXCEPT AS NOTED, WITHOUT WARRANTY BEYOND DATE OF CLOSING. Seller is U.S. Bankruptcy Ct. Trustee Seller has no information or knowledge

Property conditions, improvements & additional information:

1. **Basement/Crawlspace:** Has there been evidence of water? yes_____ no_____
   If yes, please explain: _____
2. **Insulation:** Describe, if known: _____
   Urea Formaldehyde Foam Insulation (UFFI) is installed? unknown_____ yes_____ no_____
3. **Roof:** Leaks? yes_____ no_____
   Approximate age if known: _____
4. **Well:** Type of well (depth/diameter, age and repair history, if known): _____
   Has the water been tested? yes_____ no_____
   If yes, date of last report/results: _____
5. **Septic tanks/drain fields:** Condition, if known: _____
6. **Heating system:** Type/approximate age: _____
7. **Plumbing system:** Type: copper_____ galvanized_____ other_____
   Any known problems? _____
8. **Electrical system:** Any known problems? _____
9. **History of infestation,** if any: (termites, carpenter ants, etc.) _____

Seller has no knowledge or info on houses

pg 2

Property Address: _____ MICHIGAN
Street City, Village or Township

10. **Environmental problems:** Are you aware of any substances, materials or products that may be an environmental hazard such as, but not limited to, asbestos, radon gas, formaldehyde, lead-based paint, fuel or chemical storage tanks and contaminated soil on property.
unknown X yes ____ no ____

If yes, please exxplain: _____

11. **Flood Insurance:** Do you have flood insurance on the property? unknown X yes ____ no ____
12. **Mineral Rights:** Do you own the mineral rights? unknown X yes ____ no ____

Other Items: Are you aware of any of the following:

1. Features of the property shared in common with the adjoining landowners, such as walls, fences, roads and driveways, or other features whose use or responsibility for maintenance may have an effect on the property? unknown X yes ____ no ____
2. Any encroachments, easements, zoning violations or nonconforming uses? unknown X yes ____ no ____
3. Any "common areas" (facilities like pools, tennis courts, walkways, or other areas co-owned with others), or a homeowners' association that has any authority over the property? unknown X yes ____ no ____
4. Structural modifications, alterations, or repairs made without necessary permits or licensed contractors? unknown X yes ____ no ____
5. Settling, flooding, drainage, structural, or grading problems? unknown X yes ____ no ____
6. Major damage to the property from fire, wind, floods, or landslides? unknown X yes ____ no ____
7. Any underground storage tanks? unknown X yes ____ no ____
8. Farm or farm operation in the vicinity; or proximity to a landfill, airport, shooting range, etc.? unknown X yes ____ no ____
9. Any outstanding utility assessments or fees, including any natural gas main extension surcharge? unknown X yes ____ no ____
10. Any outstanding municipal assessments or fees? unknown X yes ____ no ____
11. Any pending litigation that could affect the property or the Seller's right to convey the property? unknown X yes ____ no ____

If the answer to any of these questions is yes, please explain. Attach additional sheets, if necessary: _____

The Seller has lived in the residence on the property from _____ (date) to _____ (date).
The Seller has owned the property since _____ (date).
The Seller has indicated above the condition of all the items based on information known to the Seller. If any changes occur in the structural/mechanical/appliance systems of this property from the date of this form to the date of closing, Seller will immediately disclose the changes to Buyer. In no event shall the parties hold the Broker liable for any representations not directly made by the Broker or Broker's Agent.

Seller certifies that the information in this statement is true and correct to the best of Seller's knowledge as of the date of Seller's signature.

BUYER SHOULD OBTAIN PROFESSIONAL ADVICE AND INSPECTIONS OF THE PROPERTY TO MORE FULLY DETERMINE THE CONDITION OF THE PROPERTY.

BUYER IS ADVISED THAT CERTAIN INFORMATION COMPILED PURSUANT TO THE SEX OFFENDERS REGISTRATION ACT, 1994 PA 295, MCL 28,721 TO 28.732 IS AVAILABLE TO THE PUBLIC. BUYERS SEEKING SUCH INFORMATION SHOULD CONTACT THE APPROPRIATE LOCAL LAW ENFORCEMENT AGENCY OR SHERIFF'S DEPARTMENT DIRECTLY.

BUYER IS ALSO ADVISED THAT THE STATE EQUALIZED VALUE OF THE PROPERTY, HOMESTEAD EXEMPTION INFORMATION AND OTHER REAL PROPERTY TAX INFORMATION IS AVAILABLE FROM THE APPROPRIATE LOCAL ASSESSOR'S OFFICE. BUYER SHOULD NOT ASSUME THAT BUYER'S FUTURE TAX BILLS ON THE PROPERTY WILL BE THE SAME AS THE SELLER'S PRESENT TAX BILLS. UNDER MICHIGAN LAW, REAL PROPERTY TAX OBLIGATIONS CAN CHANGE SIGNIFICANTLY WHEN PROPERTY IS TRANSFERRED.

Seller US Bankruptcy Court Trustee Date _____

Seller _____ Date _____

Buyer has read and acknowledges receipt of this statement.

Buyer _____ Date _____ Time _____

Buyer _____ Date _____ Time _____

Disclaimer: This form is provided as a service of the Michigan Association of REALTORS®. Please review both the form and details of the particular transaction to ensure that each section is appropriate for the transaction. The Michigan Association of REALTORS® is not responsible for use or misuse of the form for misrepresentation or for warranties made in connection with the form.

1004/001/seller2.dis

18

FORM H MAR/00

Addendum to West Michigan Regional Purchase Agreement
Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Property Address 3 houses located at ①4903 W Toles Rd ②4884 Toles Rd ③4991 Toles Rd, Mason, MI.

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 (initial "1" or "2" below)
1. _____ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain): _____
2. X 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 (initial "1" or "2" below)
1. _____ 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):
_____
2. X Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Seller's Acknowledgment

A. _____ Agent has informed the Seller of the Seller's obligations under 42 U.S.C. 4852d and is aware of her/his responsibility to ensure compliance.

Seller	Date	Seller	Date

NOTE: SELLERS ARE UNDER NO OBLIGATION TO HAVE THEIR HOME TESTED PRIOR TO A SALE AND THEY ARE NOT RESPONSIBLE TO REMOVE OR CORRECT ANY LEAD-BASED PAINT HAZARDS.

Purchaser's Acknowledgment (Initial)

A. _____ Purchaser has received copies of all information listed above.
B. _____ Purchaser has received the pamphlet *Protect Your Family From Lead In Your Home.*
C. X Purchaser has (check "1", "2", or "3" below):
1. _____ received a 10-day opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or
2. _____ received by mutual agreement a _____ day opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazard; or
(If Purchaser is not satisfied with the results of the inspection referenced in either #1 or #2 above, upon written notice from Purchaser to Seller within this period, this Agreement shall terminate and any deposit shall be refunded to Purchaser.)
3. X waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Certificate 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.

Buyer	Date	Seller	Date
Buyer	Date	U.S. Bankruptcy Court Trustee Seller	Date
Middleman Auctioneering Inc REALTOR®	Date	Middleman Auctioneering Inc REALTOR®	Date

DISTRICT 5 BOARDS OF REALTORS®
Form #160 Rev. Date 1/2001

NOT AUTHORIZED FOR USE AFTER DECEMBER 31, 2006

REALTOR®

Disclosure Regarding Real Estate Agency Relationships

Before you disclose confidential information to a real estate licensee regarding a real estate transaction, you should understand what type of Agency relationship you have with that licensee.

A real estate transaction is a transaction involving the sale or lease of any legal or equitable interest in real estate consisting of not less than 1 or not more than 4 residential dwelling units or consisting of a building site for a residential unit on either a lot as defined in section 102 of the land division act, 1967 PA 288, MCL 560.102, or a condominium unit as defined in section 4 of the condominium act, 1978 PA 59, MCL 559.104. Michigan law requires real estate licensees who are acting as agents of sellers or buyers of real property to advise the potential sellers or buyers with whom they work of the nature of their agency relationship.

A broker or salesperson may function in any of the following capacities:

- represent the seller as an authorized seller's agent or subagent
- represent the buyer as an authorized buyer's agent or subagent
- represent both the seller and buyer as a disclosed dual agent, authorized by both the seller and buyer
- represent neither the seller nor buyer as an agent, but provide services authorized by the seller or buyer to complete a transaction as a transaction coordinator

SELLER'S AGENT

A seller's agent, under a listing agreement with the seller, acts solely on behalf of the seller. A seller can authorize a seller's agent to work with subagents, buyer's agents and/or transaction coordinators. A subagent of the seller is one who has agreed to work with the listing agent, and who, like the listing agent, acts solely on behalf of the seller. Seller's agents and their subagents will disclose to the seller known information about the buyer which may be used to the benefit of the seller.

The duties that a seller's agent and subagent owes to the seller include:

- promoting the best interests of the seller
- fully disclosing to the seller all facts that might affect or influence the seller's decision to accept an offer to purchase
- keeping confidential the seller's motivations for selling
- presenting all offers to the seller
- disclosing to seller all information known to the seller's agent about the identities of all buyers and the willingness of those buyers to complete the sale or to offer a higher price

BUYER'S AGENT

A buyer's agent, under a buyer's agency agreement with the buyer, acts solely on behalf of the buyer. A subagent of the buyer is one who has agreed to work with the buyer's agent and who, like the buyer's agent, acts solely on behalf of the buyer. Buyer's agents and their subagents will disclose to the buyer known information about the seller which may be used to benefit the buyer.

The duties a buyer's agent and subagent owe to the buyer include:

- promoting the best interests of the buyer
- fully disclosing to the buyer all facts that might affect or influence the buyer's decision to tender an offer to purchase
- keeping confidential the buyer's motivations for buying
- presenting all offers on behalf of the buyer
- disclosing to the buyer all information known to the buyer's agent about the willingness of the seller to complete the sale or to accept a lower price

DUAL AGENT

A real estate licensee can be the agent of both the seller and the buyer in a transaction, but only with the knowledge and informed consent, in writing, of both the seller and the buyer.

In such a dual agency situation, the licensee will not be able to disclose all known information to either the seller or the buyer. As a dual agent, the licensee will not be able to provide the full range of fiduciary duties to the seller or the buyer.

The obligations of a dual agent are subject to any specific provisions set forth in any agreement between the dual agent, the seller, and the buyer, and may include the provision that the broker will not knowingly say anything or do anything which might place one party at a disadvantage, including the disclosure of personal confidences. For example, unless otherwise agreed, the dual agent broker will not disclose to the buyer that the seller might accept other than the listed price or terms; nor shall the dual agent broker disclose to the seller that the buyer might be willing to pay a higher price or terms other than offered.

TRANSACTION COORDINATOR

A transaction coordinator **is a licensee who is not acting as an agent of either the seller or the buyer,** yet is providing services to complete a real estate transaction.

The transaction coordinator is not an agent for either party and therefore owes no fiduciary duty to either party. The transactional coordinator is not the advocate of either party and therefore has no obligation to "negotiate" for either party. The responsibilities of the transaction coordinator typically include:

- providing access to and the showing of the property
- providing access to market information
- providing assistance in the preparation of a buy and sell agreement which reflects the terms of the parties' agreement
- presenting a buy and sell agreement and any subsequent counter-offers
- assisting all parties in undertaking all steps necessary to carry out the agreement, such as the execution of documents, the obtaining of financing, the obtaining of inspections, etc.

DESIGNATED AGENCY

A buyer or seller with a designated agency agreement is represented only by agents specifically named in the agreement. Any agents of the firm not named in the agreement do not represent the buyer or seller. The named "designated" agent acts solely on behalf of his or her client and may only share confidential information about the client with the agent's supervisory broker who is also named in the agreement. Other agents in the firm have no duties to the buyer or seller and may act solely on behalf of another party in the transaction.

REAL ESTATE LICENSEE DISCLOSURE – THIS IS NOT A CONTRACT FOR AGENCY SERVICES

I hereby disclose that the agency status I/we have with the buyer and/or seller below is (choose one):

- ☒ Seller's agent or subagent **(I will not be representing the buyer unless otherwise agreed in writing.)**
- ☐ Buyer's agent or subagent
- ☐ Dual agent
- ☐ Transaction Coordinator **(A licensee who is not acting as an agent of either the seller or the buyer.)**
- ☐ None of the above

AFFILIATED LICENSEE DISCLOSURE (Check one)

☐ Check here if acting as a designated agent. Only the licensee's broker and a named supervisory broker have the same agency relationship as the licensee named below. If the other party in a transaction is represented by an affiliated licensee, then the licensee's broker and all named supervisory brokers shall be considered disclosed consensual dual agents.

☐ Check here if not acting as a designated agent. All affiliated licensees have the same agency relationships as the licensee named below.

This form was provided to the buyer or seller before disclosure of confidential information.

Middle Authority Inc — 4/17/12
Licensee — Date

Licensee — Date

The undersigned ☐ does ☐ does not have an agency relationship with any other real estate licensee. If an agency relationship exists, the undersigned is represented as a ☐ Buyer ☐ Seller.

ACKNOWLEDGMENT: By signing below, the parties confirm that they have received and read the information on this agency disclosure statement and that this form was provided to them before the disclosure of any confidential information specific to the potential sellers or buyers. **THIS IS NOT A CONTRACT.**

Potential ☐ Buyer ☐ Seller (check one) — Date

Potential ☐ Buyer ☐ Seller (check one) — Date

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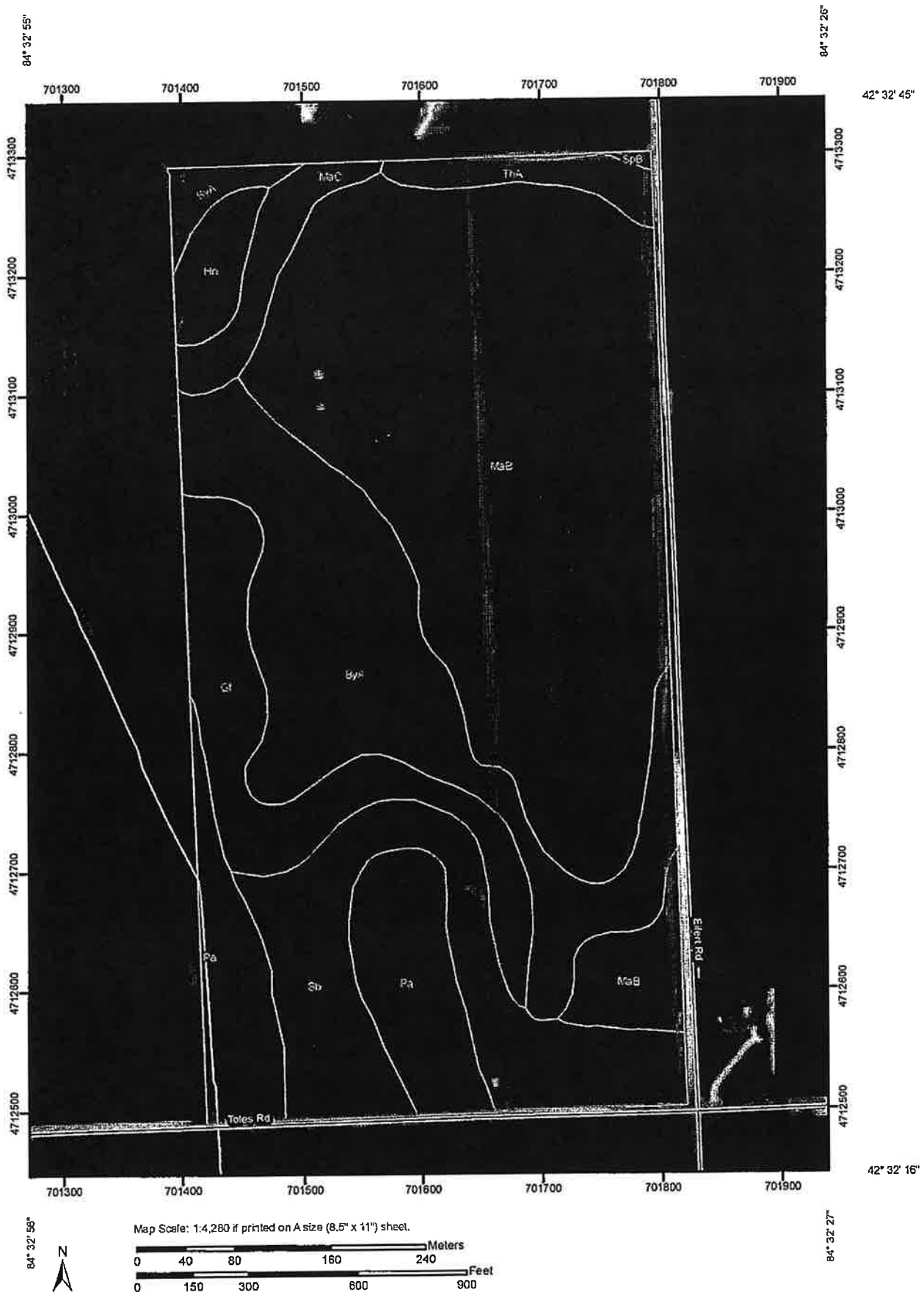
This form not authorized for use after December 31, 2006.

Parcel #1

Soil Map—Ingham County, Michigan



Parcel #1

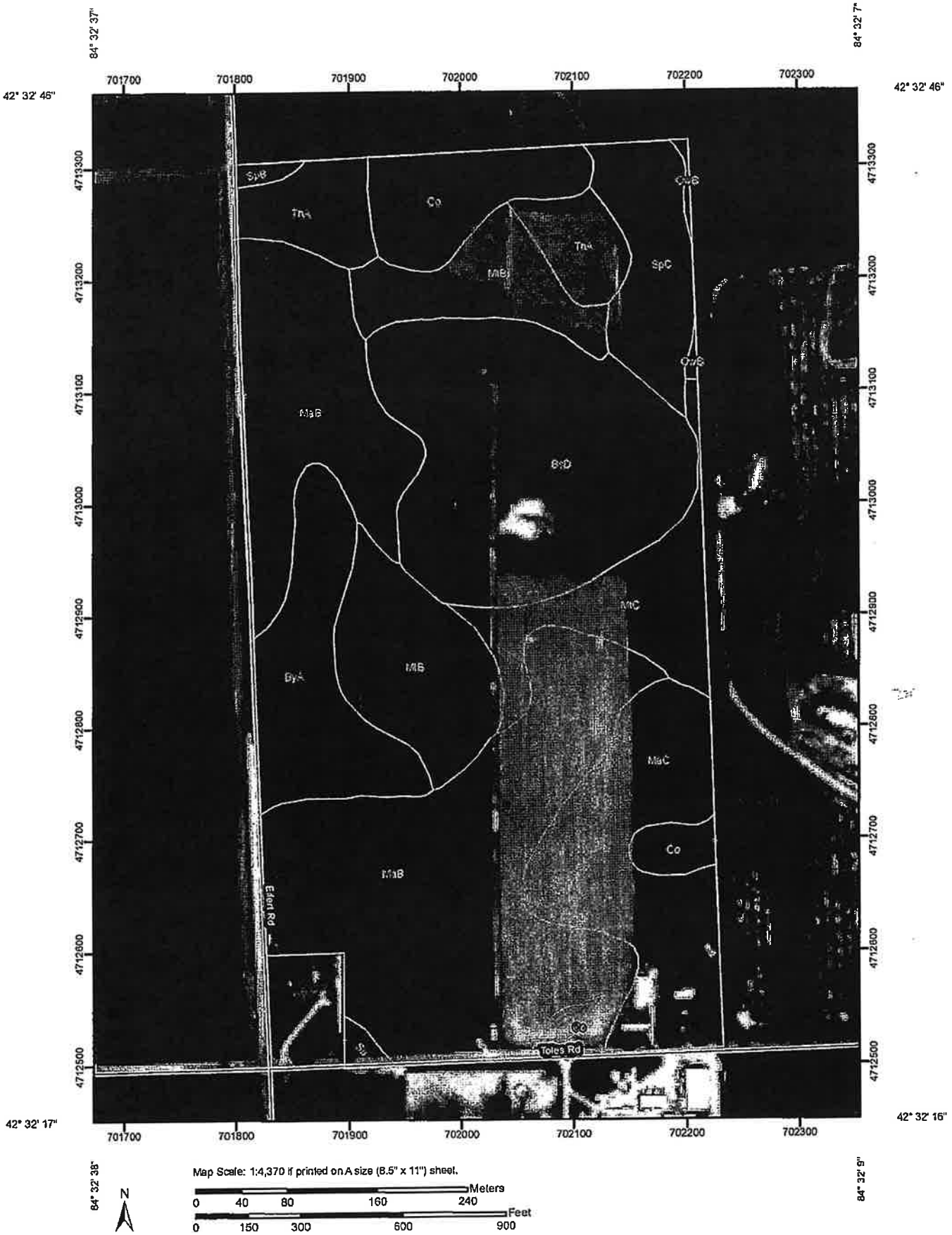
Map Unit Legend

Ingham County, Michigan (MI065)			
Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
ByA	Brady sandy loam, 0 to 3 percent slopes	15.2	19.2%
Gf	Gilford sandy loam	6.8	8.6%
Hn	Houghton muck	1.5	1.9%
MaB	Marlette fine sandy loam, 2 to 6 percent slopes	34.7	43.7%
MaC	Marlette fine sandy loam, 6 to 12 percent slopes	2.0	2.6%
Pa	Palms muck	7.5	9.5%
Sb	Sebewa loam	10.0	12.5%
SpB	Spinks loamy sand, 0 to 6 percent slopes	0.1	0.2%
ThA	Thetford loamy sand, 0 to 3 percent slopes	1.5	1.9%
Totals for Area of Interest		79.4	100.0%

22

Parcel 2

Soil Map—Ingham County, Michigan



Parcel 2

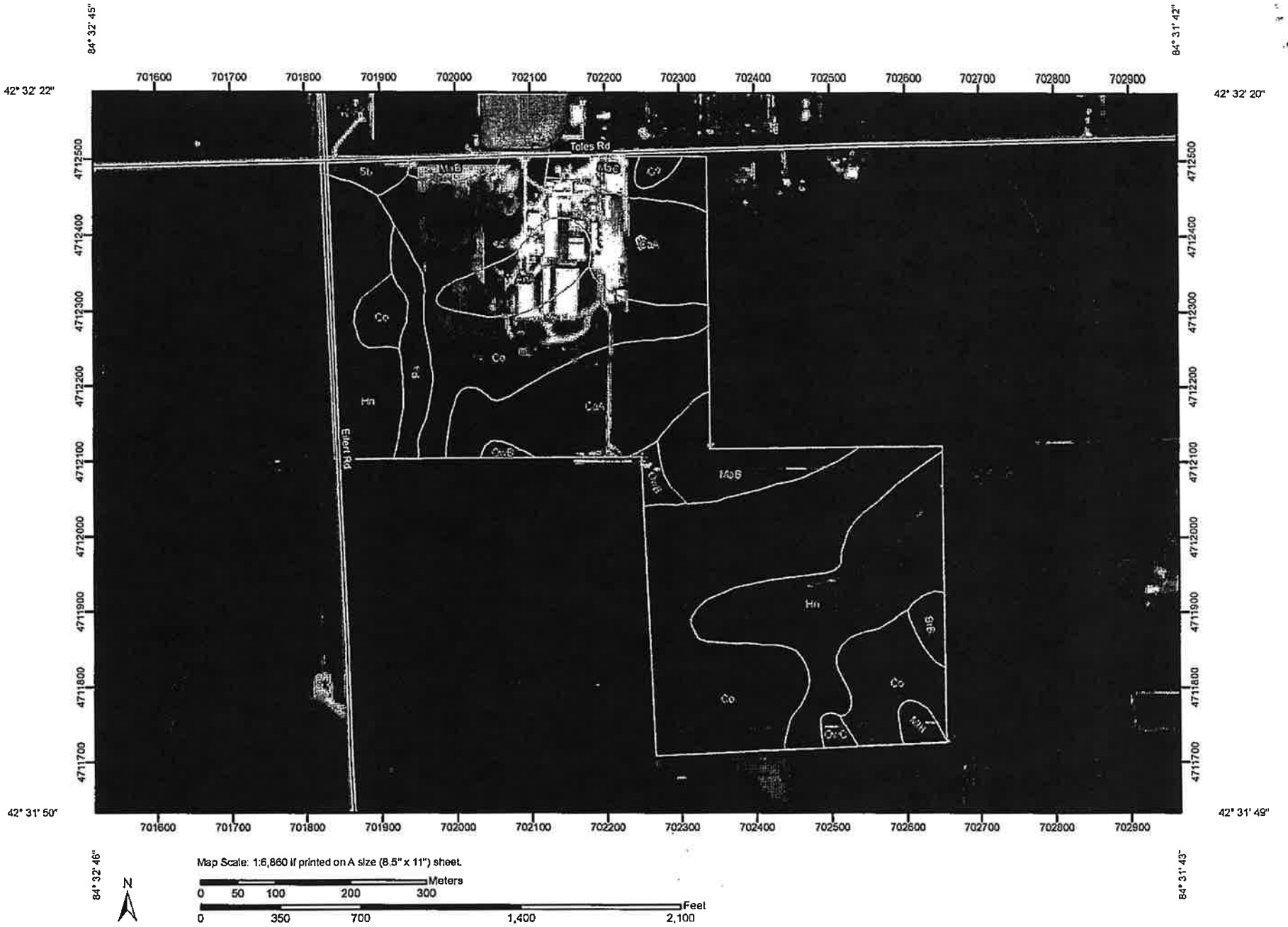
Map Unit Legend

Ingham County, Michigan (MI065)			
Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
BsD	Boyer-Spinks loamy sands, 12 to 18 percent slopes	13.9	17.5%
ByA	Brady sandy loam, 0 to 3 percent slopes	5.8	7.3%
Co	Colwood-Brookston loams	4.9	6.2%
MaB	Marlette fine sandy loam, 2 to 6 percent slopes	25.5	32.1%
MaC	Marlette fine sandy loam, 6 to 12 percent slopes	8.3	10.5%
MtB	Metea loamy sand, 2 to 6 percent slopes	8.5	10.7%
MtC	Metea loamy sand, 6 to 12 percent slopes	4.2	5.2%
OwB	Owosso-Marlette sandy loams, 2 to 6 percent slopes	0.2	0.2%
Sb	Sebewa loam	0.3	0.4%
SpB	Spinks loamy sand, 0 to 6 percent slopes	0.3	0.3%
SpC	Spinks loamy sand, 6 to 12 percent slopes	3.7	4.7%
ThA	Thetford loamy sand, 0 to 3 percent slopes	3.9	4.9%
Totals for Area of Interest		**79.4**	**100.0%**

24

Parcel 4

Soil Map—Ingham County, Michigan



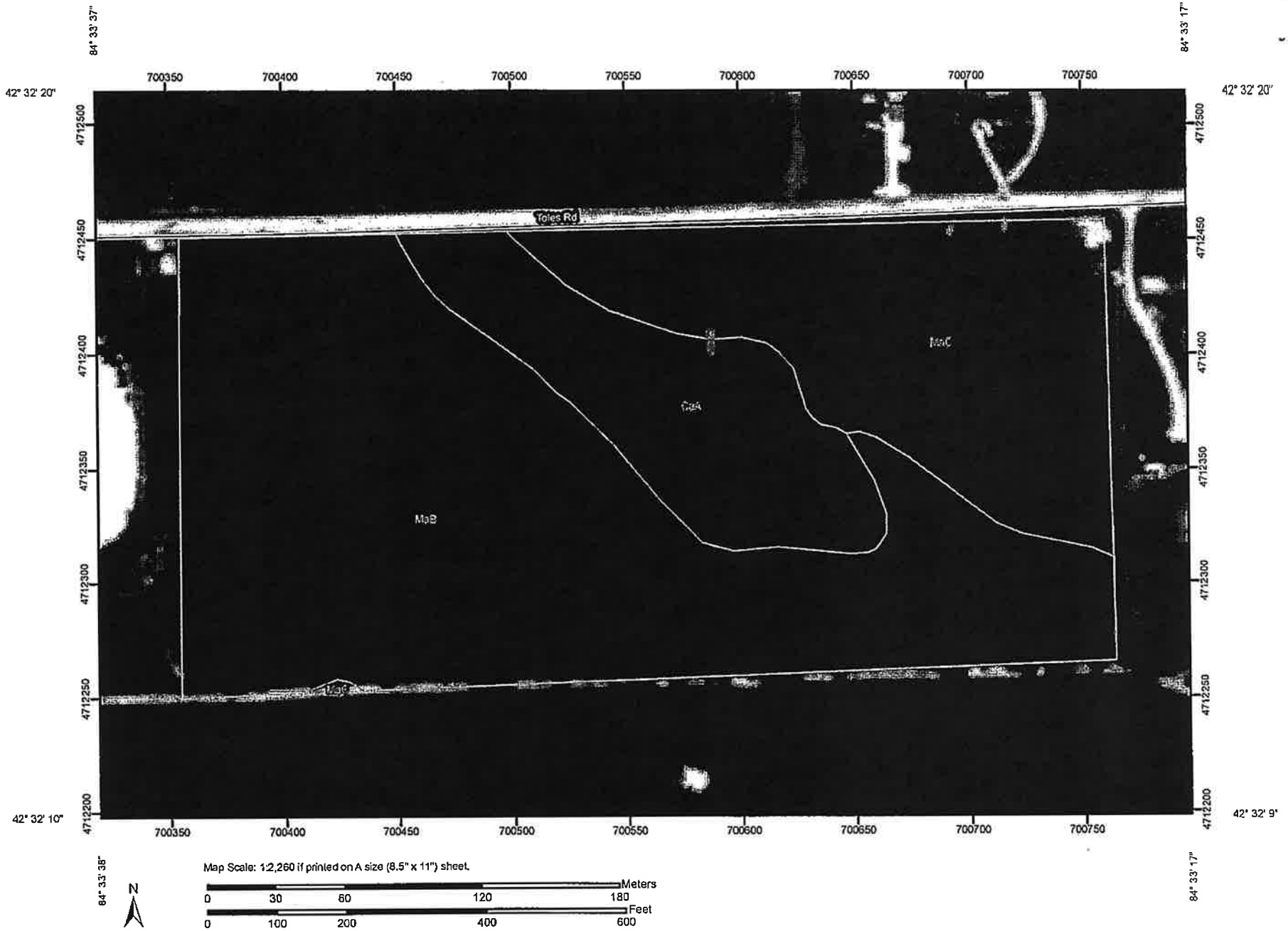
Parcel # 4

Map Unit Legend

Ingham County, Michigan (MI065)			
Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
AnA	Aubbeenaubbee-Capac sandy loams, 0 to 3 percent slopes	3.6	4.1%
BrB	Boyer sandy loam, 0 to 6 percent slopes	0.8	0.9%
CaA	Capac loam, 0 to 3 percent slopes	15.4	17.2%
Co	Colwood-Brookston loams	38.6	43.3%
Hn	Houghton muck	18.3	20.5%
MaB	Marlette fine sandy loam, 2 to 6 percent slopes	4.8	5.4%
MaC	Marlette fine sandy loam, 6 to 12 percent slopes	2.1	2.4%
MtB	Metea loamy sand, 2 to 6 percent slopes	0.7	0.7%
OwB	Owosso-Marlette sandy loams, 2 to 6 percent slopes	0.9	1.1%
OwC	Owosso-Marlette sandy loams, 6 to 12 percent slopes	0.4	0.4%
Pa	Palms muck	2.3	2.6%
Sb	Sebewa loam	1.1	1.2%
Totals for Area of Interest		89.1	100.0%

20

Soil Map—Ingham County, Michigan



USDA Natural Resources Conservation Service

Web Soil Survey
National Cooperative Soil Survey

Parcel #5

27

Parcel #5

Map Unit Legend

Ingham County, Michigan (MI065)			
Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
CaA	Capac loam, 0 to 3 percent slopes	3.1	15.4%
MaB	Marlette fine sandy loam, 2 to 6 percent slopes	11.6	58.8%
MaC	Marlette fine sandy loam, 6 to 12 percent slopes	5.1	25.8%
Totals for Area of Interest		**19.8**	**100.0%**

28

ALTA Commitment Form

COMMITMENT FOR TITLE INSURANCE

Issued by

First American Title Insurance Company

First American Title Insurance Company, a California corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate six (6) months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

This Commitment shall not be valid or binding until countersigned by a validating officer or authorized signatory.

IN WITNESS WHEREOF, First American Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

First American Title Insurance Company

BY: _____
PRESIDENT

Attest: _____
SECRETARY

COUNTERSIGNED BY: _____



CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.

2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.

3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and Stipulations and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.

4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.

5. *The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than the certain dollar amount set forth in any applicable arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. If you desire to review the terms of the policy, including any arbitration clause that may be included, contact the office that issued this Commitment or Report to obtain a sample of the policy jacket for the policy that is to be issued in connection with your transaction.*

The Closing Office
Title Agency, LLC
Agent for:

First American Title Insurance Company

SCHEDULE A

COMMITMENT NO.: TCO-01254
Revision No. 2

1. Commitment Date: 4/02/2012 at 8:00AM

2. Policy (or policies) to be issued:

   a. ALTA Owner's Policy — Policy Amount: **$ 1,000.00**

   Proposed Insured:

   To Be Determined

   *Please note: Parcels listed here are not the same parcel #'s listed on the auction brochure. Below are tax parcel #'s

   b. ALTA Loan Policy — Policy Amount: $

   Proposed Insured:

   None

3. *Fee Simple* interest in the land described in this Commitment is owned, at the Commitment Date, by

   Parcel 1: The Chapter 11 Bankruptcy Estate of Jerry L. Snow and Sally J. Snow, husband and wife, Case No. 11-09060-jrh, Michelle M. Wilson and Stephen L. Langeland, Trustees; Subject to the life interest of Bertha Snow, as reserved in Liber 2861, Page 795.
   Parcel 2: The Chapter 11 Bankruptcy Estate of Jerry Snow and Sally Snow, husband and wife, Case No. 11-09060-jrh, Michelle M. Wilson and Stephen L. Langeland, Trustees
   Parcels 3, 4, 5 and 6: The Chapter 11 Bankruptcy Estate of Jerry L. Snow and Sally J. Snow, husband and wife, Case No. 11-09060-jrh, Michelle M. Wilson and Stephen L. Langeland, Trustees

   auction parcel #2

4. The land referred to in this Commitment is described as follows:

   Located in the Township of Aurelius, County of Ingham, State of Michigan, and is described as:

   Parcel 1:
   The West ½ of the Southwest ¼ of Section 22, Town 2 North, Range 2 West, Aurelius Township, Ingham County, Michigan, excepting therefrom: A part of the Southwest ¼ of Section 22, Town 2 North, Range 2 West, Aurelius Township, Ingham County, Michigan, described as follows: Beginning at the Southwest corner of said Section 22; thence North 300 feet along the West line of Section 22; thence East 200 feet; thence South 300 feet; thence West 200 feet along the South line of Section 22 to the point of beginning.

   Parcel 2: Auction Parcel #5

Beginning at a point on the North Section line East 461.39 feet from the Northwest corner of Section 28; East 1377.21 feet; South 00 degrees 26' 32" East 661.08 feet; North 89 degrees 59' 35" West along South line of North ½ of North ½ of the Northwest ¼ 1376.27 feet; North 00 degrees 31' 24" West 660.93 feet to the point of beginning.

Parcel 3: – Auction Parcel #1
The East ½ of the Southeast ¼ of Section 21, Town 2 North, Range 2 West, Aurelius Township, Ingham County, Michigan.

Parcel 4:
The West 50 acres of the North ½ of the Northwest 1/4; also the Southeast 1/4 of the Northwest ¼, except beginning on the North line of Section 27; beginning at a point 725 feet East of the Northwest corner; thence East along said Section line 365 feet; thence South 115.19 feet; thence West 365 feet; thence North 115.19 feet to a point of beginning, all in the Northwest ¼ of Section 27, Town 2 North, Range 2 West, Aurelius Township, Ingham County, Michigan.

Auction Parcel #4

Parcel 5:
A part of the Northwest ¼ of the Northwest ¼ of Section 27, Town 2 North, Range 2 West, Aurelius Township, Ingham County, Michigan, described as follows: Beginning at a point on the North line of said Section, said line also being the centerline of Toles Road due East 725.00 feet from the Northwest corner of said Section; thence continuing due East along said centerline and said Section line 365.00 feet; thence due South 115.19 feet; thence due West 365.00 feet; thence due North 115.19 feet to the point of beginning.

Parcel 6:
A part of the Southwest ¼ of Section 22, Town 2 North, Range 2 West, Aurelius Township, Ingham County, Michigan, described as follows: Beginning at the Southwest corner of said Section 22; thence North 300 feet along the West line of Section 22; thence East 200 feet; thence South 300 feet; thence West 200 feet along the South line of Section 22 to the point of beginning.

Auction Parcel #3

First American Title Insurance Company

SCHEDULE B – SECTION I

REQUIREMENTS

COMMITMENT NO.: TCO-01254

The following requirements must be met:

1. Pay the agreed amounts for the Title and/or the mortgage to be insured.
2. Pay us the premiums, fees and charges for the policy.
3. Documents satisfactory to us creating the interest in the Land and/or the mortgage to be insured must be signed, delivered and recorded:

   a) **Submit "Affidavit by Owner", Form No. 47.019.0-023. Additional requirements may be made or exceptions taken for matters disclosed therein.**

   b) **Record a Certified Copy of the Motion for Authority to Sell Real and Personal Property at Public Auction Free and Clear of Liens Pursuant to 11 U.S.C.&363, dated March 22, 2012 from the Bankruptcy Court Case No. 11-09060.**

   c) **Record a Certified Copy of the Order Re: Trustee's March 22, 2012 Motion-Sale, dated April 25, 2012, United States Bankruptcy Court Case No. HL 11-09060.**

   d) **Record a release of the life estate interest of Bertha Snow.**

   e) **Trustee's Deed from the United States Bankruptcy Court Appointed Trustees of Case No. HL 11-09060, as to the Bankruptcy Estate of Jerry L. Snow, also known as Jerry Snow and Sally J. Snow, also known as Sally Snow, husband and wife to To Be Determined.**

   f) **Payment of any Special Assessments, Water Usage and Nuisance charges, if any, from the Township of Aurelius.**

   g) **Pay unpaid taxes and assessments unless shown as paid:**
   2011 Taxes are Delinquent and DUE in the amount of $2,436.31 if paid by April 30, 2012.
   2010 Taxes are Delinquent and DUE in the amount of $2,842.79 if paid by April 30, 2012.
   2009 Taxes are Delinquent and DUE in the amount of $2,930.11 if paid by April 30, 2012.
   Tax Parcel Identification:
   Property Address: 4886 Toles Rd., Mason, MI
   Tax Parcel No.: 33-09-09-22-300-001 (Parcel 1)
   2011 State Equalized Value: $154,600.00
   2011 Taxable Value: $66,075.00
   Principal Residence Exemption: 100%
   School District: 33130

   2011 Taxes are Delinquent and DUE in the amount of $666.86 if paid by April 30, 2012.
   2010 Taxes are Delinquent and DUE in the amount of $725.97 if paid by April 30, 2012.
   2009 Taxes are Delinquent and DUE in the amount of $915.53 if paid by April 30, 2012.

2008 Taxes are Delinquent and DUE in the amount of $813.68 if paid by April 30, 2012.
Tax Parcel Identification:
Property Address: 4991 Toles Rd., Mason, MI
Tax Parcel No.: 33-09-09-28-100-008 (Parcel 2)
2011 State Equalized Value: $28,300.00
2011 Taxable Value: $17,206.00
Principal Residence Exemption: 100%
School District: 33130

2011 Taxes are Delinquent and DUE in the amount of $1,642.28 if paid by April 30, 2012.
2010 Taxes are Delinquent and DUE in the amount of $1,875.27 if paid by April 30, 2012.
2009 Taxes are Delinquent and DUE in the amount of $1,975.15 if paid by April 30, 2012.
2008 Taxes are Delinquent and DUE in the amount of $2,252.93 if paid by April 30, 2012.
Tax Parcel Identification:
Property Address: 4991 Toles Rd., Mason, MI
Tax Parcel No.: 33-09-09-21-400-001 (Parcel 3)
2011 State Equalized Value: $129,000.00
2011 Taxable Value: $44,541.00
Principal Residence Exemption: 100%
School District: 33130

2011 Taxes are Delinquent and DUE in the amount of $6,044.18 if paid by April 30, 2012.
2010 Taxes are Delinquent and DUE in the amount of $7,072.13 if paid by April 30, 2012.
2009 Taxes are Delinquent and DUE in the amount of $7,269.24 if paid by April 30, 2012.
2008 Taxes are Delinquent and DUE in the amount of $7,814.11 if paid by April 30, 2012.
Tax Parcel Identification:
Property Address: 4991 Toles Rd., Mason, MI
Tax Parcel No.: 33-09-09-27-100-007 (Parcel 4)
2011 State Equalized Value: $345,200.00
2011 Taxable Value: $163,922.00
Principal Residence Exemption: 100%
School District: 33130

2011 Taxes are Delinquent and DUE in the amount of $1,667.57 if paid by April 30, 2012.
2010 Taxes are Delinquent and DUE in the amount of $1,843.93 if paid by April 30, 2012.
2009 Taxes are Delinquent and DUE in the amount of $2,005.56 if paid by April 30, 2012.
2008 Taxes are Delinquent and DUE in the amount of $2,121.99 if paid by April 30, 2012.
Tax Parcel Identification:
Property Address: 4991 Toles Rd., Mason, MI
Tax Parcel No.: 33-09-09-27-100-006 (Parcel 5)
2011 State Equalized Value: $45,400.00
2011 Taxable Value: $45,227.00
Principal Residence Exemption: 100%
School District: 33130

2011 Taxes are Delinquent and DUE in the amount of $2,761.71 if paid by April 30, 2012.
2010 Taxes are Delinquent and DUE in the amount of $3,210.01 if paid by April 30, 2012.
2009 Taxes are Delinquent and DUE in the amount of $2,223.80 if paid by April 30, 2012.
Tax Parcel Identification:
Property Address: 4991 Toles Rd., Mason, MI
Tax Parcel No.: 33-09-09-22-300-002 (Parcel 6)
2011 State Equalized Value: $74,900.00
2011 Taxable Value: $74,900.00
Principal Residence Exemption: 100%

School District: 33130

Special Assessments: **None (Note: Drain Assessments not examined)**

NOTE: If subject property is connected to public/community water or sewer, furnish a copy of the current bill to The Closing Office Title Agency showing that all charges have been paid to date or the Policy to be issued will include an exception on Schedule B for water and sewer charges which became a lien prior to the date of the Policy.

4. You must tell us in writing the name of anyone not referred to in this commitment who will get an interest in the Land or who will make a loan on the Land. We may make additional requirements or exceptions relating to the interest or the loan.

5. In the event The Closing Office does not close the transaction, the Mortgage to be insured must be recorded within 30 days of execution or the Loan Policy to be issued will include the following exception on Schedule B: "Notwithstanding Covered Risk 13(b), this policy does not insure against loss or damage resulting from the invalidity or loss of priority of the Insured Mortgage arising out of any proceeding under federal bankruptcy, state insolvency, or similar creditors' rights laws involving the Mortgagor".

First American Title Insurance Company

SCHEDULE B – SECTION II

EXCEPTIONS

COMMITMENT NO.: TCO-01254

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction:

1. Any discrepancies or conflicts in boundary lines, any shortages in area, or any encroachment or overlapping of improvements.
2. Any facts, rights, interests or claims not shown by the Public Records but that could be ascertained by an accurate survey of the Land or by making inquiry of persons in possession thereof.
3. Easements, liens or encumbrances or claims thereof not shown by the Public Records.
4. Any lien or right to lien for services, labor or material imposed by law and not shown by the Public Records.
5. Taxes and assessments which become due and payable after the Commitment Date, including taxes or assessments which may be added to the tax rolls or tax bill after the Commitment Date as a result of the taxing authority disallowing or revising an allowance of a Primary Residence Exemption (PRE).
6. Any lease, grant, exception or reservation of minerals or minerals rights appearing in the public records. (NOTE: For informational purposes only: Reservation of oil, gas and mineral rights recorded in Liber 2861, Page 795- Parcel 1; Liber 1342, Page 342 – Parcel 2; Oil and Gas Lease recorded in Liber 1860, Page 1245 – Parcels 1, 3 and 4; Oil and Gas Lease recorded in LIber 1546, Page 386 – Parcel 2; Oil and Gas Lease recorded in Liber 1364, Page 750 – Parcel 5 and Oil and Gas Lease recorded in Liber 1538, Page 1261 – Parcel 6)
7. **Any rights, title, interest or claim thereof to that portion of the land taken, used, or granted for streets, roads, or highways.**
8. The nature, extent or lack of riparian rights, or the riparian rights of riparian owners and the public, in and to the use of the waters of Columbia Creek (Parcels 3 and 4).
9. Rights of the United States, State of Michigan and the public for commerce, navigation, recreation and fishery, in any portion of the land bordering on or comprising the bed of Columbia Creek (Parcels 3 and 4).
10. Farmland Development Rights Agreement recorded in Liber 3118, Page 100 (Part of Parcel 3).
11. Farmland Development Rights Agreement recorded in Liber 3118, Page 101 (Part of Parcel 3).
12. Farmland Development Rights Agreement recorded in Liber 3118, Page 102 (Part of Parcel 3).
13. Farmland Development Rights Agreement recorded in Liber 3118, Page 103 (Part of Parcel 1).
14. Farmland Development Rights Agreement recorded in Liber 3118, Page 104 (Part of Parcel 1).
15. Farmland Development Rights Agreement recorded in Liber 3118, Page 105 (Part of Parcel 3).

3d

16. Farmland Development Rights Agreement recorded in Liber 3118, Page 106 (Part of Parcel 1 and entire Parcel 6).

17. Farmland Development Rights Agreement recorded in Liber 3324, Page 112 (Part of Parcel 4 and entire Parcel 5).

18. Farmland Development Rights Agreement recorded in Liber 3324, Page 113 (Part of Parcel 4).

End of Schedule B – Section II

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information- particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our parent company, The First American Corporation, we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use the information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its *Fair Information Values*, a copy of which can be found on our website at www.firstam.com.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms, and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

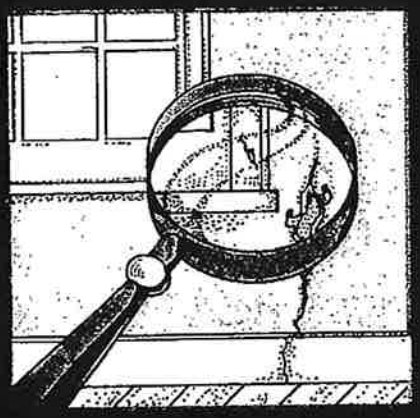
We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies, and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies, or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities that need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's *Fair Information Values*. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.



Protect Your Family From Lead In Your Home





United States Environmental Protection Agency

United States Consumer Product Safety Commission

United States Department of Housing and Urban Development

Are You Planning To Buy, Rent, or Renovate a Home Built Before 1978?

Many houses and apartments built before 1978 have paint that contains high levels of lead (called lead-based paint). Lead from paint, chips, and dust can pose serious health hazards if not taken care of properly.



OWNERS, BUYERS, and RENTERS are encouraged to check for lead (see page 6) before renting, buying or renovating pre-1978 housing.

Federal law requires that individuals receive certain information before renting, buying, or renovating pre-1978 housing:



LANDLORDS have to disclose known information on lead-based paint and lead-based paint hazards before leases take effect. Leases must include a disclosure about lead-based paint.



SELLERS have to disclose known information on lead-based paint and lead-based paint hazards before selling a house. Sales contracts must include a disclosure about lead-based paint. Buyers have up to 10 days to check for lead.



RENOVATORS disturbing more than 2 square feet of painted surfaces have to give you this pamphlet before starting work.

IMPORTANT!

Lead from Paint, Dust, and Soil Can Be Dangerous If Not Managed Properly

FACT: Lead exposure can harm young children and babies even before they are born.

FACT: Even children who seem healthy can have high levels of lead in their bodies.

FACT: People can get lead in their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.

FACT: People have many options for reducing lead hazards. In most cases, lead-based paint that is in good condition is not a hazard.

FACT: Removing lead-based paint improperly can increase the danger to your family.

If you think your home might have lead hazards, read this pamphlet to learn some simple steps to protect your family.

Lead Gets in the Body in Many Ways

Childhood lead poisoning remains a major environmental health problem in the U.S.

Even children who appear healthy can have dangerous levels of lead in their bodies.

People can get lead in their body if they:

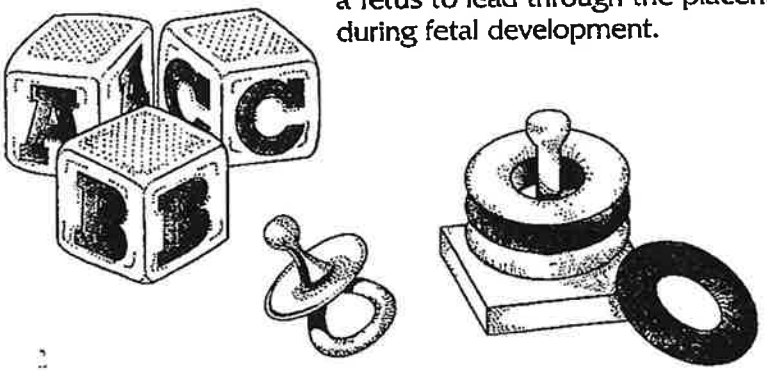
- Breathe in lead dust (especially during renovations that disturb painted surfaces).
- Put their hands or other objects covered with lead dust in their mouths.
- Eat paint chips or soil that contains lead.

Lead is even more dangerous to children under the age of 6:

- At this age children's brains and nervous systems are more sensitive to the damaging effects of lead.
- Children's growing bodies absorb more lead.
- Babies and young children often put their hands and other objects in their mouths. These objects can have lead dust on them.

Lead is also dangerous to women of childbearing age:

- Women with a high lead level in their system prior to pregnancy would expose a fetus to lead through the placenta during fetal development.



Lead's Effects

It is important to know that even exposure to low levels of lead can severely harm children.

In children, lead can cause:

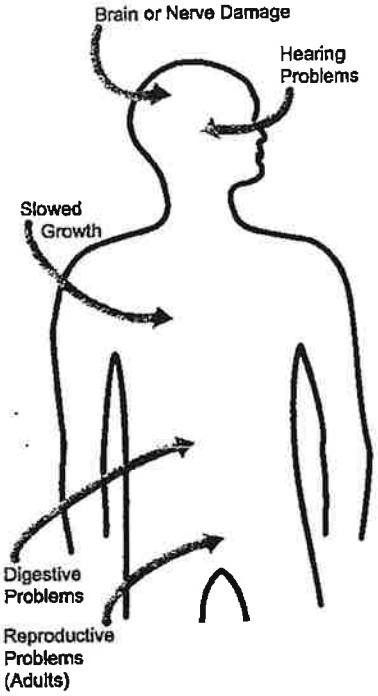
- Nervous system and kidney damage.
- Learning disabilities, attention deficit disorder, and decreased intelligence.
- Speech, language, and behavior problems.
- Poor muscle coordination.
- Decreased muscle and bone growth.
- Hearing damage.

While low-lead exposure is most common, exposure to high levels of lead can have devastating effects on children, including seizures, unconsciousness, and, in some cases, death.

Although children are especially susceptible to lead exposure, lead can be dangerous for adults too.

In adults, lead can cause:

- Increased chance of illness during pregnancy.
- Harm to a fetus, including brain damage or death.
- Fertility problems (in men and women).
- High blood pressure.
- Digestive problems.
- Nerve disorders.
- Memory and concentration problems.
- Muscle and joint pain.



Lead affects the body in many ways.

Where Lead-Based Paint Is Found

In general, the older your home, the more likely it has lead-based paint.

Many homes built before 1978 have lead-based paint. The federal government banned lead-based paint from housing in 1978. Some states stopped its use even earlier. Lead can be found:

- In homes in the city, country, or suburbs.
- In apartments, single-family homes, and both private and public housing.
- Inside and outside of the house.
- In soil around a home. (Soil can pick up lead from exterior paint or other sources such as past use of leaded gas in cars.)

Checking Your Family for Lead

Get your children and home tested if you think your home has high levels of lead.

To reduce your child's exposure to lead, get your child checked, have your home tested (especially if your home has paint in poor condition and was built before 1978), and fix any hazards you may have. Children's blood lead levels tend to increase rapidly from 6 to 12 months of age, and tend to peak at 18 to 24 months of age.

Consult your doctor for advice on testing your children. A simple blood test can detect high levels of lead. Blood tests are usually recommended for:

- Children at ages 1 and 2.
- Children or other family members who have been exposed to high levels of lead.
- Children who should be tested under your state or local health screening plan.

Your doctor can explain what the test results mean and if more testing will be needed.

Identifying Lead Hazards

Lead-based paint is usually not a hazard if it is in good condition, and it is not on an impact or friction surface, like a window. It is defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter, or more than 0.5% by weight.

Deteriorating lead-based paint (peeling, chipping, chalking, cracking or damaged) is a hazard and needs immediate attention. It may also be a hazard when found on surfaces that children can chew or that get a lot of wear-and-tear, such as:

- Windows and window sills.
- Doors and door frames.
- Stairs, railings, banisters, and porches.

Lead from paint chips, which you can see, and lead dust, which you can't always see, can both be serious hazards.

Lead dust can form when lead-based paint is scraped, sanded, or heated. Dust also forms when painted surfaces bump or rub together. Lead chips and dust can get on surfaces and objects that people touch. Settled lead dust can re-enter the air when people vacuum, sweep, or walk through it. The following two federal standards have been set for lead hazards in dust:

- 40 micrograms per square foot ($\mu g/ft^2$) and higher for floors, including carpeted floors.
- 250 $\mu g/ft^2$ and higher for interior window sills.

Lead in soil can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. The following two federal standards have been set for lead hazards in residential soil:

- 400 parts per million (ppm) and higher in play areas of bare soil.
- 1,200 ppm (average) and higher in bare soil in the remainder of the yard.

The only way to find out if paint, dust and soil lead hazards exist is to test for them. The next page describes the most common methods used.

Checking Your Home for Lead

Just knowing that a home has lead-based paint may not tell you if there is a hazard.

You can get your home tested for lead in several different ways:

- A paint **inspection** tells you whether your home has lead-based paint and where it is located. It won't tell you whether or not your home currently has lead hazards.
- A **risk assessment** tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards.
- A combination risk assessment and inspection tells you if your home has any lead hazards and if your home has any lead-based paint, and where the lead-based paint is located.



Hire a trained and certified testing professional who will use a range of reliable methods when testing your home.

- Visual inspection of paint condition and location.
- A portable x-ray fluorescence (XRF) machine.
- Lab tests of paint, dust, and soil samples.

There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency (see bottom of page 11) for more information, or call **1-800-424-LEAD (5323)** for a list of contacts in your area.

Home test kits for lead are available, but may not always be accurate. Consumers should not rely on these kits before doing renovations or to assure safety.

What You Can Do Now To Protect Your Family

If you suspect that your house has lead hazards, you can take some immediate steps to reduce your family's risk:



- **If you rent, notify your landlord of peeling or chipping paint.**
- **Clean up paint chips immediately.**
- **Clean floors, window frames, window sills, and other surfaces weekly.** Use a mop or sponge with warm water and a general all-purpose cleaner or a cleaner made specifically for lead. REMEMBER: NEVER MIX AMMONIA AND BLEACH PRODUCTS TOGETHER SINCE THEY CAN FORM A DANGEROUS GAS.



- **Thoroughly rinse sponges and mop heads after cleaning dirty or dusty areas.**
- **Wash children's hands often, especially before they eat and before nap time and bed time.**
- **Keep play areas clean.** Wash bottles, pacifiers, toys, and stuffed animals regularly.
- **Keep children from chewing window sills or other painted surfaces.**
- **Clean or remove shoes before entering your home to avoid tracking in lead from soil.**



- **Make sure children eat nutritious, low-fat meals high in iron and calcium,** such as spinach and dairy products. Children with good diets absorb less lead.

Reducing Lead Hazards In The Home

Removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.

Always use a professional who is trained to remove lead hazards safely.



In addition to day-to-day cleaning and good nutrition:

- You can **temporarily** reduce lead hazards by taking actions such as repairing damaged painted surfaces and planting grass to cover soil with high lead levels. These actions (called "interim controls") are not permanent solutions and will need ongoing attention.
- To **permanently** remove lead hazards, you should hire a certified lead "abatement" contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent removal.

Always hire a person with special training for correcting lead problems—someone who knows how to do this work safely and has the proper equipment to clean up thoroughly. Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.

Once the work is completed, dust cleanup activities must be repeated until testing indicates that lead dust levels are below the following:

- 40 micrograms per square foot ($\mu g/ft^2$) for floors, including carpeted floors;
- 250 $\mu g/ft^2$ for interior windows sills; and
- 400 $\mu g/ft^2$ for window troughs.

Call your state or local agency (see bottom of page 11) for help in locating certified professionals in your area and to see if financial assistance is available.

Remodeling or Renovating a Home With Lead-Based Paint

Take precautions before your contractor or you begin remodeling or renovating anything that disturbs painted surfaces (such as scraping off paint or tearing out walls):



- **Have the area tested for lead-based paint.**
- **Do not use a belt-sander, propane torch, high temperature heat gun, dry scraper, or dry sandpaper** to remove lead-based paint. These actions create large amounts of lead dust and fumes. Lead dust can remain in your home long after the work is done.
- **Temporarily move your family** (especially children and pregnant women) out of the apartment or house until the work is done and the area is properly cleaned. If you can't move your family, at least completely seal off the work area.
- **Follow other safety measures to reduce lead hazards.** You can find out about other safety measures by calling 1-800-424-LEAD. Ask for the brochure "Reducing Lead Hazards When Remodeling Your Home." This brochure explains what to do before, during, and after renovations.

If not conducted properly, certain types of renovations can release lead from paint and dust into the air.



If you have already completed renovations or remodeling that could have released lead-based paint or dust, get your young children tested and follow the steps outlined on page 7 of this brochure.

Other Sources of Lead



While paint, dust, and soil are the most common sources of lead, other lead sources also exist.

- **Drinking water.** Your home might have plumbing with lead or lead solder. Call your local health department or water supplier to find out about testing your water. You cannot see, smell, or taste lead, and boiling your water will not get rid of lead. If you think your plumbing might have lead in it:
  - Use only cold water for drinking and cooking.
  - Run water for 15 to 30 seconds before drinking it, especially if you have not used your water for a few hours.
- **The job.** If you work with lead, you could bring it home on your hands or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.



- Old painted **toys** and **furniture.**
- Food and liquids stored in **lead crystal** or **lead-glazed pottery or porcelain.**
- **Lead smelters** or other industries that release lead into the air.
- **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture.
- **Folk remedies** that contain lead, such as "greta" and "azarcon" used to treat an upset stomach.



For More Information

The National Lead Information Center

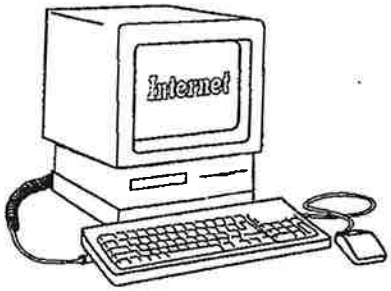


Call **1-800-424-LEAD (424-5323)** to learn how to protect children from lead poisoning and for other information on lead hazards. To access lead information via the web, visit **www.epa.gov/lead** and **www.hud.gov/offices/lead/.**

EPA's Safe Drinking Water Hotline

Call **1-800-426-4791** for information about lead in drinking water.

Consumer Product Safety Commission (CPSC) Hotline



To request information on lead in consumer products, or to report an unsafe consumer product or a product-related injury call **1-800-638-2772**, or visit CPSC's Web site at: **www.cpsc.gov.**

Health and Environmental Agencies

Some cities, states, and tribes have their own rules for lead-based paint activities. Check with your local agency to see which laws apply to you. Most agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards. Receive up-to-date address and phone information for your local contacts on the Internet at **www.epa.gov/lead** or contact the National Lead Information Center at **1-800-424-LEAD.**

For the hearing impaired, call the Federal Information Relay Service at **1-800-877-8339** to access any of the phone numbers in this brochure.

EPA Regional Offices

Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

EPA Regional Offices

Region 1 (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)

Regional Lead Contact
U.S. EPA Region 1
Suite 1100 (CPT)
One Congress Street
Boston, MA 02114-2023
1 (888) 372-7341

Region 2 (New Jersey, New York, Puerto Rico, Virgin Islands)

Regional Lead Contact
U.S. EPA Region 2
2890 Woodbridge Avenue
Building 209, Mail Stop 225
Edison, NJ 08837-3679
(732) 321-6671

Region 3 (Delaware, Maryland, Pennsylvania, Virginia, Washington DC, West Virginia)

Regional Lead Contact
U.S. EPA Region 3 (3WC33)
1650 Arch Street
Philadelphia, PA 19103
(215) 814-5000

Region 4 (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)

Regional Lead Contact
U.S. EPA Region 4
61 Forsyth Street, SW
Atlanta, GA 30303
(404) 562-8998

Region 5 (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)

Regional Lead Contact
U.S. EPA Region 5 (DT-8J)
77 West Jackson Boulevard
Chicago, IL 60604-3666
(312) 886-6003

Region 6 (Arkansas, Louisiana, New Mexico, Oklahoma, Texas)

Regional Lead Contact
U.S. EPA Region 6
1445 Ross Avenue, 12th Floor
Dallas, TX 75202-2733
(214) 665-7577

Region 7 (Iowa, Kansas, Missouri, Nebraska)

Regional Lead Contact
U.S. EPA Region 7
(ARTD-RALI)
901 N. 5th Street
Kansas City, KS 66101
(913) 551-7020

Region 8 (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)

Regional Lead Contact
U.S. EPA Region 8
999 18th Street, Suite 500
Denver, CO 80202-2466
(303) 312-6021

Region 9 (Arizona, California, Hawaii, Nevada)

Regional Lead Contact
U.S. Region 9
75 Hawthorne Street
San Francisco, CA 94105
(415) 947-4164

Region 10 (Alaska, Idaho, Oregon, Washington)

Regional Lead Contact
U.S. EPA Region 10
Toxics Section WCM-128
1200 Sixth Avenue
Seattle, WA 98101-1128
(206) 553-1985

CPSC Regional Offices

Your Regional CPSC Office can provide further information regarding regulations and consumer product safety.

Eastern Regional Center
Consumer Product Safety Commission
201 Varick Street, Room 903
New York, NY 10014
(212) 620-4120

Western Regional Center
Consumer Product Safety Commission
1301 Clay Street, Suite 610-N
Oakland, CA 94612
(510) 637-4050

Central Regional Center
Consumer Product Safety Commission
230 South Dearborn Street, Room 2944
Chicago, IL 60604
(312) 353-8260

HUD Lead Office

Please contact HUD's Office of Healthy Homes and Lead Hazard Control for information on lead regulations, outreach efforts, and lead hazard control and research grant programs.

U.S. Department of Housing and Urban Development
Office of Healthy Homes and Lead Hazard Control
451 Seventh Street, SW, P-3206
Washington, DC 20410
(202) 755-1785

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U.S. EPA Washington DC 20460
U.S. CPSC Washington DC 20207
U.S. HUD Washington DC 20410

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