



SEALED BID Terms and Conditions

INITIAL OFFER FORMAT: Initial Offer is to be submitted on the Real Estate Bid form provided by auctioneer. The Initial Offer must be delivered to Morris Realty & Auction (MRA) by Tuesday, April 3, 2018 no later than 12:00 P.M. CST. The Initial Offer must be enclosed in a sealed envelope and delivered by U.S. Mail, Overnight Express Mail or Hand Delivered to the office of Morris Realty & Auction, 2133 Whitten Rd., Memphis, TN 38133. No liability will attach to Seller, Escrow Agent, MRA or any other party for failure to receive or open any Initial Offer. TELEPHONE OR FACSIMILE SUBMITTED INITIAL OFFERS WILL NOT BE ACCEPTED. AN INITIAL OFFER WHICH FAILS TO MEET THE ABOVE DEADLINE AND SUBMISSION REQUIREMENTS OR WHICH IS NONCONFORMING IN ANY OTHER RESPECT MAY BE DEEMED NON-RESPONSIVE / NON-CONFORMING AND MAY NOT BE CONSIDERED. The Initial Offer shall set forth the price which the bidder commits to pay to purchase the Property subject to all Terms of Sale. A Best and Final Auction, described below (2.), will be conducted on Tuesday, April 3, 2018 at 2:00 p.m. C.S.T.

BEST AND FINAL AUCTION FORMAT: At the Seller's sole discretion, on Tuesday, April 3, 2018 at approximately 2:00 p.m. C.S.T, a Best and Final Auction on the Property will be conducted. The Seller will determine the best bids and the corresponding Bidders will be invited to participate in the Best and Final Auction, to be conducted by MRA. This process will determine the Winning Bidder for the Property. The Auction will be conducted by telephone and fax. The Seller reserves the right to make the final decision regarding which Bidders are allowed to bid at the Best and Final Auction and further reserves the right to NOT offer the Property at the Best and Final Auction, if it so chooses.

BIDDER'S DEPOSIT: An Initial Offer Deposit in the amount of ten percent (10%) of the Initial Bid Offer must accompany each Initial Offer. The funds must be a certified bank check, cashiers check in U.S. Dollars from a U.S. Bank or via Wire Transfer made payable to Morris Realty & Auction. The funds must accompany the Initial Offer documents in order for an Initial Offer to be considered conforming. Initial Offer Deposits of those Bidders whose bids are not accepted will be returned by Friday, April 6, 2018 immediately following the Best and Final Auction. The Winning Bidder's Initial Offer Deposit on each property will be applied toward the required Bid Deposit(s).

QUALIFIED BIDDER: A Qualified Bidder is further defined as a Bidder who has reviewed the Property and submitted an original signed Seller provided Real Estate Bid Form and an original signed Seller provided "Terms and Conditions".

BID DEPOSIT(S): The Bid Deposit(s) will be held under the terms of the Real Estate Sales Contract between the Seller and the Winning Bidder. The total Bid Deposit required under the Real Estate Sales Contract will be ten percent (10%) of the final total purchase price. The 10% Bid Deposit is comprised of the Initial Offer Deposit (delivered with the Initial Offer) plus an amount necessary to total ten percent (10%)

of the final Auction Bid price (if necessary). The additional amount needed to satisfy the ten percent (10%) bid Deposit shall be paid within 24 hours upon a fully executed Real Estate Sales Contract between Buyer and Seller. This additional amount will be paid by cash, cashier's check or wire transfer in U.S. Dollars from a U.S. Bank payable to Morris Realty & Auction.

PROPERTY INSPECTION: Property inspections are available. Please contact our office at 901-565-7770 to make an appointment to view the Property.

BROKER PARTICIPATION INVITED: Twenty percent (20%) of the gross commission received by MRA will be paid to a qualified licensed Real Estate Broker whose prospect is the successful bidder and closes on the Property, provided the real estate broker is not prohibited by law from being paid such commission. To qualify for a commission, the broker must first register their prospect on the BROKER PARTICIPATION REGISTRATION form with the signature of the prospective Purchaser, the signature of the Broker and the Broker's license number. The form must be faxed or mailed such that it is received by the office of MRA not later than 5:00 P.M. C.S.T. Monday, April 2, 2018. The registration MUST be sent to Morris Realty & Auction, via fax 901-565-7745 or mail to 2133 Whitten Rd., Memphis, TN 38133. NO LATE REGISTRATION WILL BE ACCEPTED. Commissions will be paid only after closing and after Morris Realty & Auction has been paid in full. Brokers are not required to attend the closing. If a cooperating broker has not met all of these requirements, no commission will be paid to the cooperating broker, even if the cooperating broker's prospect purchases the Property. No oral registrations will be accepted. Under no circumstances whatsoever will any commission be paid if the sale does not close. A Broker may not participate in the purchase in any way as a principal of the Bidder or be an affiliate of the Bidder.

PROPERTY CONDITIONS: Except as expressly set forth in the Real Estate Sales Contract, if and when executed, the Property is being sold "AS IS" and "WITH ALL FAULTS", as of the Closing Date. Neither the Seller, MRA nor any of their agents, contractors, attorneys, officers or directors ("Agents") makes any representations or warranties with respect to the physical condition of the land or any improvement thereon, the Property's fitness for any particular purpose, the Property's merchantability, or any other warranty, express or implied. The Seller, MRA and their Agents specifically disclaim any warranty, guaranty, or representation, oral or written, past or present, express or implied concerning the Land and Improvements thereon. Bidders are expected to undertake their own independent physical inspection of the Property and thorough review of all documents prior to submitting their Initial Offer and to submit their bids based solely on their own independent investigations and findings and not in reliance on any information provided by the Seller, MRA or their Agents.

FINANCING: The Sale will be a cash sale and not contingent on Financing of any kind. It is strongly recommended that prospective purchasers have the necessary financing in place prior to the Initial Offer / Live Auction.

TITLE / CLOSING: The Property will be conveyed by Warranty Deed, subject to any and all Deed Restrictions, Easements, Leases, and other Reservations and Exceptions of Record. The Seller will provide through Closing Agent an Owner's Title Insurance

Commitment at the Seller's expense. All other closing costs not specified by law required to be paid by Seller will be the responsibility of the Purchaser. The Property must be closed and funded in U.S. Dollars from a U.S. Bank by February 24, 2013. Time is of the essence.

ADDITIONAL NOTES:

- a) This property is being sold subject to Seller's confirmation. The Seller and MRA reserve the absolute right, in their sole and absolute discretion, to postpone or cancel the Initial Offer, the Live Auction or both, in whole or in part, to amend, modify or add any terms and conditions to these General Terms and Conditions of Sale and to announce such modifications or additional terms and conditions on or before the Initial Offer submission deadline or the Live Auction Event. The Property may be withdrawn without notice. To the extent there is any conflict between the provisions of these General Terms and Conditions of Sale as set forth herein and the Real Estate Sales Contract, the terms of the Real Estate Sales Contract shall govern. Written and oral announcements shall take precedence over prior printed information; however, the final executed Real Estate Sales Contract will evidence all understandings and agreements between Purchaser and the Seller and will be in all respects controlling.
- b) All prospective Bidders are urged to carefully review all provisions of these General Terms and Conditions of Sale including but not limited to those provisions regarding the absence of any representations or warranties whatsoever, as to the accuracy or completeness of the Property Information Package, or any other information and as to the absence of any authority on the part of any person or entity to make any guarantees, promises, statements, representations or warranties. All Bidders will be charged with full knowledge of all documents available for inspection.
- c) The Property is being sold "As Is" condition without any warranties or representations express or implied. The accuracy and completeness of the information contained in the marketing material and in the PIP cannot be guaranteed, and prospective Bidders are advised to independently verify any information they deem important. Prospective Bidders should use the information provided herein and in the PIP only as an aid to assist their own investigation of the Property prior to submitting an Initial Offer.
- d) All square footages, acreages and sizes set forth for the Property are approximate only, based on the best information available and should be verified independently by prospective Bidder.
- e) The Winning Bidder shall not assign its right under the Real Estate Sales Contract to any other party without written consent by the Seller.
- f) THESE GENERAL TERMS AND CONDITIONS OF SALE DO NOT CREATE ANY LEGAL OBLIGATIONS ON THE SELLER AND MRA. IF THE SALE FAILS TO COMPLY WITH ANY OF THESE GENERAL TERMS AND CONDITIONS OF SALE FOR ANY REASON, SELLER AND MRA SHALL HAVE NO LIABILITY OR OBLIGATION WHATSOEVER. THE WINNING BIDDER'S ONLY REMEDY WILL BE THE RETURN OF THE BIDDERS' BID DEPOSIT (IF PAID). THESE GENERAL TERMS AND CONDITIONS OF SALE

NEVERTHELESS ARE BINDING UPON AND MUST BE COMPLIED WITH BY ANY PERSON OR ENTITY SUBMITTING AN INITIAL OFFER.

- g) Title with respect to the Property will be delivered as provided in the Real Estate Sales Contract.
- h) Bidding increases at the Live Auction, "if conducted" will be in such increments as the Auctioneer in his or her sole and absolute discretion directs. All decisions of the Auctioneer are final as to methods of bidding, disputes among Bidders, increments of bidding, and any other related matters which may arise before, during, or after the Live Auction. The Live Auction will be recorded, and if any disputes arise following the Live Auction, the Auctioneer's records shall be conclusive in all respects.
- i) If Purchaser defaults under the terms of the Real Estate Sales Contract, then the Seller will declare such default, terminate the Real Estate Sales Contract and retain any and all Bid Deposits as liquidated damages (and not as a penalty) pursuant to the terms of the Real Estate Sales Contract.
- j) BIDS MUST BE SUBMITTED ON THE REQUIRED FORMS WITH NO ALTERATIONS / CHANGES ACCORDING TO THE PROCEDURES DESCRIBED HEREIN.

_____ Date _____

Bidders Signature

Date

Bidders Information

Name _____

Company _____

Address _____

City, State, Zip _____

Daytime Phone _____ Cell Phone _____

Fax _____