MORRIS
REALTY & AUCTION

REGISTRATION &
BIDDER CERTIFICATION

I acknowledge that this is a Reserve Auction and if I am the successful bidder, my offer will be subject to the Seller's approval. By signing this certification and returning it to the office of Morris Realty & Auction, I hereby certify that:

1. I have read and agree to the auction terms and conditions of this auction.

2. I understand that the rules of the auction will be strictly enforced and there will be no exceptions.

3. I hereby certify that I have sufficient funds to meet the nonrefundable bid deposit requirements as required.

4. I understand that if I am the high bidder, I will be required to sign the purchase and sales agreement as presented immediately upon such notice from Morris Realty & Auction that I am the high bidder. I agree to complete and sign the purchase and sale agreement immediately upon such transmitted notice (verbal, written or otherwise).

5. I understand that a 10% Buyer's Premium will be in addition to my final bid as the total purchase price.

6. I understand that Morris Realty & Auction, its employees or agents are representing the Seller and there is no relationship of dual agency.

Signature: _____Date _____

Printed Name: _____

For MRA use only:

Received by: _____

Date: _____ Time:_____

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Online Bidding Terms and Conditions

BIDDER REGISTRATION: Prospective Bidder must read all the Terms and Conditions of the auction and complete the Bidder's Registration Form and send it in to info@MorrisRealtyAuction.com**.**

BIDDER'S DEPOSIT: Prospective Bidders must be prepared to pay a NON-REFUNDABLE BID DEPOSIT if you are the winning bidder equal to Ten Percent (10%) of your winning bid amount. This may be paid by wire transfer, certified bank check or a cashier's check in U.S. Dollars from a U.S. Bank.

PROPERTY INSPECTION: Property inspections are available. Please call for an appointment.

BROKER PARTICIPATION INVITED: Property licensed real estate brokers are invited to participate. MRA will pay twenty percent (20%) of the gross commission received by MAG 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 24 hours prior to the auction date and time. The registration MUST be sent to MRA, via fax 901-565-7745 or emailed to info@MorrisRealtyAuction.com. NO LATE REGISTRATION WILL BE ACCEPTED. Commissions will be paid only after closing and after MRA 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. This does not apply to any Foreclosure Auctions.

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, MAG 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 pre-qualify for financing 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 within ***thirty (30) days from the auction date***. Time is of the essence. Buyer agrees to close with the closing agent selected by Auctioneer.

ADDITIONAL NOTES:

a) The Seller and MRA reserve the absolute right, in their sole and absolute discretion, to postpone or cancel the auction, 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 Online Auction. 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.

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 MAG. IF THE SALE FAILS TO COMPLY WITH ANY OF THESE GENERAL TERMS AND CONDITIONS OF SALE FOR ANY REASON, SELLER AND MAG 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) 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.

_____ _____

Bidders Signature Date