

<p>121 Pleasant Ct. Lexington, SC 29073</p> <p>Saturday, Oct. 24, 2020 @ 5:00 PM EST</p>	 <p>VIZO REALTY Velocity Auction Company</p>	<p>BIDDER #</p> <p>(Leave Blank)</p>
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Bidder Registration Form with Terms and Conditions

Please complete this BIDDER REGISTRATION FORM WITH TERMS AND CONDITIONS & return to VIZO Realty 48 hours prior to auction, Fax to 803-455-2266, mail to 125 Greenvale Drive, Lexington, SC 29072 or email to admin@vizorealty.com. For more details please call VIZO Realty at 803-455-2266

BIDDER INFORMATION

Last Name: _____ First Name: _____
 Co-Bidder Last Name: _____ Co-Bidder Last Name _____
 Email: _____ Phone: _____

How did you hear about the auction?: _____

Financing Information

NOTE: All Bidders are required to pre-qualify unless paying cash.

___ I/We plan to use a lender (lender name and phone: _____)
 ___ I/We plan to pay with cash

Broker Participation

___ I/We are not represented by a Real Estate Agent
 ___ I/We are represented by a Real Estate Agent
 If Buyer is represented by a Real Estate Agent, please have the Agent complete the following in order to qualify for the cooperating commission: Real Estate Agent must sign below and accompany the Bidder to the Auction as well as complete all required documentation and Contract of sale with Bidder.

Broker Name: _____ Agent Name: _____
 Phone Number: _____ Agent License Number _____

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Bidder Acknowledgement

The following sets forth the Terms and Conditions which govern the auction ("Auction") conducted by VIZO Realty and Velocity Auction Company ("Broker") with respect to real property ("Property" or "Properties") being sold by Seller(s) ("Seller"). The prospective bidders of the Property participating in this auction ("Bidders") agree to register for such auction and to be bound by the Terms and Conditions as provided herein. These Terms and Conditions are incorporated into the respective Contract of Sale ("Purchase Contract") which successful bidders ("Winning Bidder") will be required to execute in order to complete their purchase.

The Auction will be conducted by VIZO Realty on behalf of the Seller. The Seller will accept the highest bid if it meets the Reserve Price and will agree to convey the Property to the highest qualified bidder. VIZO Realty may open the bidding at a price which may differ from the suggested opening bid price listed on any Multiple Listing Service or other literature or print. Bidding shall be accepted in a manner and in such increments as shall be determined by VIZO Realty. Should there be any dispute among competitive bidders for the Property, VIZO Realty may reopen bidding on the Property or may, at VIZO Realty's sole discretion, designate one of the bidders as the Winning Bidder. All decisions by VIZO Realty shall be final. Bids will only be accepted from bidders who have delivered to VIZO Realty the following, PRIOR to the commencement of the Auction, the following must be received by VIZO Realty no later than 48 hours before the auction: (1) A fully completed and signed copy of the Bidder Registration Form with Terms and Conditions Document and (2) A cashier's check or personal check in the amount of \$1,000 ("Earnest Money") drawn on a US based bank acceptable to VIZO Realty, made payable to VIZO Realty or representing brokerage (Escrow Agent and "Escrow Holder").

After the conclusion of the Auction, the Winning Bidder ("Buyer") will be required to sign the Contract of Sale and Escrow Instructions and other documentation concerning the Property directly following the auction. A ZERO (0%) Buyer's Premium will be added to the final bid amount ("Gavel Price") to determine the Total Contract Price that will be stated in the Purchase Contract. If you are bidding by phone, mail or by proxy the signed documentation must be received by VIZO Realty 48 hours before the auction.

The Contract of Sale further provides that all deposits made by the Buyer, including the Earnest Money, and, if applicable, the extension fee shall be released by the Escrow Holder in accordance with the Contract of Sale. The Buyer will be required to pay customary buyer's closing costs, including, but not limited to, document preparation fees, recording fees, tax prorations, title fees and escrow fees. Possession of the Property will be given to Buyer the day of the closing date.

VIZO Realty or the representing brokerage will return to the unsuccessful bidders their Earnest Money Check(s) / Deposit(s) at the conclusion of the Auction.

VIZO Realty encourages all bidders to inspect the Property and review the Property Information including the Contract of Sale the winning bidder will be required to sign immediately after the conclusion of the auction. VIZO Realty requires all bidders to acknowledge that they have reviewed the Property Information prior to the Auction. Neither VIZO Realty nor the Seller shall be liable for the accuracy, errors, or omissions of any and all documents provided. Prospective bidders should independently verify any information being materially relied upon in making their decision to purchase.

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Neither Seller, Broker nor VIZO Realty shall be liable for any relief, including damages, rescission, reformation, allowance or adjustment based on the failure of the Property to conform to any specific standard or expectation.

VIZO Realty is acting exclusively for the Seller of the Property. You acknowledge and understand that VIZO Realty is not acting on your behalf in this transaction.

VIZO Realty and the Seller reserve the right to deny any person admittance to the Auction, to postpone or cancel the Auction and to change any terms of the Auction or particular conditions of sale upon announcement prior to or during the course of the Auction. VIZO Realty reserves the right to sell the Property prior to the Auction.

All Property Information on the VIZO Realty's website shall be deemed to be a part of this Terms and Conditions. However, only the Purchase Contract signed by Buyer and Seller shall set forth Seller's obligations to the Winning Bidder/Buyer and with respect to the Property; therefore, in the event of any inconsistency between any terms of the Contract of Sale and anything contained in the Bidder Registration Form, Terms and Conditions or any Property Information on the VIZO Realty's website or as otherwise furnished by VIZO Realty, the terms of the Contract of Sale shall control.

1. REGISTRATION

In order to participate at the Auction, prospective Bidders must first register for the event. The Bidder Registration form should be completed and submitted to VIZO Realty 48 hours prior to the auction. Prospective Bidders are requested to pre-qualify for financing.

2. PROPERTY TOURS AND INSPECTIONS

The prospective Bidder must inspect the Property prior to the Auction. Each prospective Bidder is also encouraged to utilize the services of their own real estate broker/agent and contractors in connection with their evaluation of the Property and its condition. In order to schedule a time to see the Property or perform an inspection, the prospective Bidder may call VIZO Realty at 803-455-2266. Property specific documentation, will be available on the VIZO Realty website and at the auction event. Such documents should be reviewed prior to the Auction.

The prospective Bidder must complete their inspection of the Property before the date of the Auction for the Property. The condition and inspection of the property are not a contingency of the sale.

A Buyer who executes a Contract of Sale for the Property will have no right to rescind or cancel the Purchase Contract or the Escrow for the purchase based on facts or conditions thereafter discovered about the Property. The Buyer will also be agreeing that the Seller will not be required to make any repairs or improvements to the Property.

ACCEPTANCE OF PROPERTY AS-IS; NO RELIANCE ON INFORMATION PROVIDED BY SELLER, BROKER OR AUCTIONEER.

The Buyer of the Property will agree that they are purchasing such Property "AS-IS, WITH ALL FAULTS" and that they are not relying upon any representations or warranties of the Seller, Broker, or any other parties acting on their behalf concerning the condition of the Property and any matters related thereto. Specifically, the Purchase Contract will include terms on the foregoing issues substantially as follows:

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BUYER'S ACCEPTANCE OF PROPERTY AS-IS REGARDLESS OF CONDITION.

THE BUYER AGREES THAT IT IS PURCHASING THE PROPERTY AS-IS WITH ALL FAULTS REGARDLESS OF ANY MATTERS IT HAS DISCOVERED OR FAILED TO DISCOVER FROM ANY INSPECTION IT MAY HAVE MADE OF THE PROPERTY OR WHICH HAVE BEEN DISCLOSED OR NOT DISCLOSED TO THE BUYER FROM ANY SOURCE. THE BUYER ACCEPTS THE PROPERTY AND ALL STRUCTURES AND IMPROVEMENTS THEREON AS-IS REGARDLESS OF THEIR CONDITION OR ANY LATENT OR PATENT DEFECTS WHICH MAY EXIST OR SUBSEQUENTLY ARISE, OCCUR OR BE DISCOVERED WITH RESPECT TO THE PROPERTY, STRUCTURES OR IMPROVEMENTS. THE PURCHASER ACCEPTS THE PROPERTY WITH ANY ENVIRONMENTAL DEFECTS OR HAZARDS OR CONDITIONS THAT MAY EXIST, ARISE OR BE DISCOVERED WITH RESPECT TO THE PROPERTY OR THE REGION OR VICINITY WHERE THE PROPERTY IS LOCATED.

NO SELLER REPRESENTATIONS ABOUT PROPERTY; FURTHER ACCEPTANCE OF CONDITION OF PROPERTY.

THE SELLER, ITS EMPLOYEES AND AGENTS HAVE MADE NO REPRESENTATIONS OR WARRANTIES, ORAL OR WRITTEN CONCERNING THE PROPERTY, ANY STRUCTURES OR IMPROVEMENTS THEREON, AND THE BUYER ACCEPTS THE CONDITION THEREOF IN ALL RESPECTS, INCLUDING, BUT NOT LIMITED TO: THE CONDITION OF THE PROPERTY, THE CONDITION OF ANY STRUCTURES OR IMPROVEMENTS THEREON, OR THEIR SPECIFICATIONS SUCH AS SQUARE FOOTAGE, THEIR STATE OF REPAIR, THE MATERIALS USED IN THEIR CONSTRUCTION, THE CONFORMITY OF THE PROPERTY OR ANY STRUCTURES OR IMPROVEMENTS THEREON TO ANY PLANS OR SPECIFICATIONS OR CODE REQUIREMENTS, THEIR HABITABILITY, COMPLIANCE WITH ZONING LAWS, BUILDING CODES, HEALTH CODES, OR SAFETY CODES, AND THEIR COMPLIANCE WITH ANY AND ALL ENVIRONMENTAL POLLUTION OR PROTECTION LAWS AND REGULATIONS, ALL HAZARDOUS WASTE DISPOSAL LAWS, THE AMERICANS WITH DISABILITIES ACT, OR OTHER APPLICABLE LAWS, THEIR PRIOR USES OR POTENTIAL USES, THEIR FITNESS FOR A PARTICULAR PURPOSE OR THEIR OCCUPANCY STATUS OR ANY CLAIMS RELATED THERETO, THE VALUE OF THE PROPERTY, ANY INCOME THAT MAY BE EARNED FROM THE PROPERTY, EXISTING OR FUTURE VIEWS FROM THE PROPERTY, POTENTIAL IMPROVEMENTS TO THE PROPERTY OR EXPECTED PLANNED CHANGES IN THE SURROUNDING AREA, THE STATUS OR NATURE OF ANY PUBLIC UTILITIES OR SERVICES SERVING OR AVAILABLE TO THE PROPERTY, OR THE TYPE OF SEWAGE AND WATER SYSTEMS FOR THE PROPERTY, DRAINAGE, SOIL CONDITIONS OR STABILITY OR LANDSLIDE RISKS OR HISTORY THEREOF, ANY RISKS OR RESPONSIBILITIES REGARDING FLOODS OR ANY FLOOD HAZARD ZONE IN WHICH THE PROPERTY IS LOCATED, SEISMIC CONDITIONS OR SEISMIC RISKS OR PRIOR SEISMIC EVENTS PERTAINING TO THE PROPERTY, FIRE HAZARDS OR PRIOR FIRE EVENTS (ALL OF THE FOREGOING REFERRED TO HEREINAFTER AS PROPERTY CONDITIONS); AND, THE BUYER ASSUMES THE RISK OF ALL OF THE FOREGOING PROPERTY CONDITIONS.

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3. AUCTION DEFINITIONS AND PROCEDURES

Bidders should be familiar with the basic procedures and terminology of the VIZO Realty Auction process. This begins with an understanding of the relevant terms used.

Reserve Price

The Seller of the Property has established a minimum price that it will accept for the Property. This is referred to as the Reserve Price, which is disclosed once met during the course of the Auction. If the Reserve Price is not reached during the course of the bidding process at the Auction, the Seller is not required to sell the Property to the highest bidder (however, the seller may choose to accept the winning bid). The opening bid, in certain cases, may be lower than the Reserve Price. In the event that the highest bid for the Property is below the Reserve Price then the Auctioneer may conditionally accept the bid on behalf of the Seller subject to the subsequent confirmation by the Seller accepting the sale of the Property for that price as described below.

Winning Bidder

The Winning Bidder is the person bidding on the Property who has been recognized by the Auctioneer as the highest bid for that Property. The Winning Bidder must proceed to complete the Contract of Sale and open escrow following the final gavel and submit to VIZO Realty immediately following the auction.

Buyer's Premium

The Winning Bidder for the Property at an auction agrees to pay a Buyer's Premium to VIZO Realty equal to ZERO (0%) of the Winning Bid amount. This Buyer's Premium is added to the Winning Bid amount to determine the Total Contract Price to be paid by the Buyer. Costs of sale and escrow including prorations are not included in the Total Contract Price and must be paid by the Buyer through the close of escrow.

For phone or proxy bidding:

Contact VIZO Realty for requirements. A call in number along with your bidder number will be provided to you upon receipt of your completed registration forms and Earnest Money (\$1,000 cashier's check or personal check). Your bidder registration forms and cashier's check (or personal check) must be received no later than 48 hours before the auction.

For bidding by mail:

Mail your best and final bid amount, along with your Earnest Deposit (via cashier's check or personal check) and completed registration forms to VIZO Realty via certified mail. VIZO Realty will bid on your behalf up to your best and final bid. Your bidder registration forms and cashier's check (or a personal check) must be received no later than 48 hours prior to the auction.

Our address is: 125 Greenvale Drive, Lexington, SC 29072

4. EXECUTION OF PURCHASE CONTRACT AND OPENING ESCROW

The Contract of Sale and Escrow Instructions must be executed by the Buyer immediately after becoming the Winning Bidder (if you are bidding by phone, mail or online you must complete and return the Contract of Sale after the auction) . The form of the Contract of Sale is on the VIZO Realty website www.vizorealty.com,

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and the Buyer is expected to have reviewed and become familiar with this agreement before attending the auction and bidding on the property. A representative of the Seller will execute the Contract of Sale at the same time as the Buyer. If the seller is not present they will execute the Contract of Sale as soon as possible.

5. BUYER'S LIABILITY FOR LIQUIDATED DAMAGES

In the event that the Buyer fails to complete the Purchase Contract as required under the terms thereof then it will be required to pay the Seller liquidated damages which will be \$1,000 dollars. The parties will be deemed to be mutually released from any further obligations regarding the completion of the purchase transaction. If the Buyer is using financing and fails to procure financing Buyer will forfeit the \$1,000 dollar earnest money to Seller. HOWEVER, THE FOREGOING SHALL NOT LIMIT BUYER'S OBLIGATIONS TO PAY TO SELLER ALL ATTORNEYS' FEES AND COSTS OF SELLER TO ENFORCE THE PROVISIONS OF THIS AGREEMENT AND/OR BUYER'S INDEMNITY OBLIGATIONS UNDER THIS AGREEMENT. THE RETENTION OF THE INITIAL DEPOSIT AS LIQUIDATED DAMAGES IS NOT INTENDED TO BE A FORFEITURE OR PENALTY, BUT IS INTENDED TO CONSTITUTE LIQUIDATED DAMAGES TO SELLER.

6. BROKER PARTICIPATION

The Seller will pay a One Percent (1%) commission based on the Gavel Price amount, to the qualified South Carolina Estate Broker/Agent representing Winning Bidders and who properly registered their clients for the Auction and attend the Auction with their clients. In order to receive the full commission, Broker Registration Form must be submitted before the deadline of 48 hours before the auction. Participating Brokers are responsible for inspecting the Property being purchased by their client in advance of the Auction and to be present, remain with their client through the course of the Auction and must accompany their client through the entire process of executing the Contract of Sale and opening escrow. If the participating Broker does not sign the Contract of Sale at the Auction at the same time as their client then it shall not be entitled to a commission from the Seller. Bidders who are licensed Real Estate Agent's or Broker's will NOT receive a commission.

7. AGENCY DISCLOSURE

VIZO Realty discloses that it represents the Sellers only. VIZO Realty is not acting as an agent for the Buyer or as a dual agent for the Seller unless a disclosed Buyer Agency Agreement exists.

13. ADDITIONAL AUCTION INFORMATION

All persons attending the Auction are consenting to any recording, audio or visual, of the Auction and its related activities by VIZO Realty or persons or entities acting on its behalf. Consent is further given to the dissemination or public broadcast by VIZO Realty and any other person or entity acting on its behalf of such recording including use of the image or likeness of any such attendee. This consent further extends to the dissemination of any information concerning or pertaining to Properties, bids, purchases or other activities or functions at the Auction including but not limited to the interaction of prospective Bidders online with the VIZO Realty's website.

VIZO Realty, may postpone or cancel any auction or withdraw any Property at any time, or revise the terms of an auction or conditions of a sale prior to or during the course of an auction.

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BIDDER ACKNOWLEDGEMENT

Bidder Bidder HAVE RECEIVED, READ, UNDERSTOOD AND ACCEPTED the Terms and Conditions for the Auction and I/we have reviewed all onsite documents for the property for which I/we bid, including, Disclosures (if any) and the Contract of Sale. All such terms are incorporated herein by reference.

Bidder Bidder UNDERSTAND AND AGREE that this property is being sold "As Is" and without any warranties, express or implied, and that it is my/our sole responsibility to inspect the property and any applicable conditions prior to the auction.

Bidder Bidder HAVE AUTHORIZED my/our lender to disclose my/our pre-qualification status to the Seller, its Agents and/or Assigns.

Bidder Bidder HAVE DELIVERED to VIZO Realty or representing brokerage a Earnest Check / Deposit in the amount of \$1,000, payable to VIZO Realty or representing brokerage.

Bidder Signature: _____ Date: _____

Bidder Printed Name: _____

Co-Bidder Signature: _____ Date: _____

Co-Bidder Printed Name: _____

Agent Name: _____ Date: _____

Agent Signature: _____

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For office use only:

Date Received: _____ Pre-qual: _____ Check Number: _____

Bidder # _____