

REGISTRATION FORM
AUCTION AND SALE OF NEILL FORESTLANDS
OWNED BY THE NATURE CONSERVANCY

ALL persons that intend to bid at this Auction and Sale must must complete this Registration Form no less than two (2) business days in advance of bidding (the "Deadline") and be approved by auctioneer/ owners.

ALL online bidders and any LIVE bidders not known by auctioneer/owners are at the same time REQUIRED to furnish a Letter of Credit stating their limit, Bank name and Officer, and guaranteeing payment of funds should they be the winning bidder.

Participation by any bidder that completes this Registration Form after the Deadline will permitted to participate in the Auction and Sale at the sole discretion of the Owner.

Instructions: Complete, sign, and return to TONY NEILL by fax 731-925-8384 or scan and email to neillauction@gmail.com. Call 731-926-3133 or cell/text 731-412-2344.

Name : _____.

Street Address: _____.

Mailing Address : _____.

City: _____.

State: _____ **Zip Code;** _____.

Phones: _____.

Cell-Text: _____.

Email: _____.

Bank: _____.

Address: _____.

City: _____ **State:** _____ **Zip Code:** _____.

Officer: _____.

Phone; _____.

By attending, participating, bidding, or touring this property I hereby agree to the following terms.

1. Agents or owners are NOT responsible and assume no liability for any type of accident or theft while attending or participating in the Auction. You are responsible for all persons that attend with you that are not registered bidders.
2. Property to be sold subject to all matters of record, and to matters which would be revealed by a current survey and inspection of the premises, such survey and inspections, if performed, to be at the sole expense of the bidder and of NO expense to Seller.
3. Seller is an absentee seller, and as such, makes NO representations regarding the property's condition, habitability, or fitness for any particular purpose. These tracts all lay on Turkey Creek and streams that are subject to flooding. Buyers/Bidders shall on your own opinion as to if this property fits your needs and requirements.
4. **The property is offered SUBJECT TO OWNERS CONFIRMATION of the final offer, and bid. If I am the winning bidder, I will sign a contract, deposit 10% as Earnest Money and Auctioneer will forward the contract to absentee seller for approval. Buyers that are preregistered and approved to bid by owners will be notified by Auctioneer within 24 hours. Notification to Buyers that were NOT approved pre-auction may take up to 7 days. NO bids will be accepted after auction.**
5. The property and each of its tracts shall be Sold and transferred AS-IS by way of a Special Warranty Deed that warrants that Seller (Grantor) shall only defend title against the lawful claims and demands of all persons claiming by, through or under Grantor, but against none other.
6. **I understand that the sale of Tract 5 (319.32 acres, per F&M Survey), and no other tract, shall be subject to a DEED OF CONSERVATION EASEMENT in favor of TENNGREEN recorded at closing, and that any bid I make on Tract 5, or any bid I make that includes Tract 5 reflects my full agreement and approval of its terms. A copy of the Deed of Conservation Easement is available upon request.**
7. Property will be conveyed in one deed per Buyer. If Buyer buys multiple tracts, the deed will include each tract description.
8. Buyer to pay for Lender's and any owner's insurance policy. Title Insurance will be available to the Buyer with buyer making that decision and paying premium 100% at closing.
9. **I must complete the attached Exhibit F as part of this Registration Form to Seller's sole satisfaction. Seller shall have the right to reject any bid or bidder based on information provided on the form or require additional information to evaluate before accepting or rejecting a bidder or bid.**
10. Buyer may not assign Contract, in whole or part, without prior written approval of Seller.
11. TONY NEILL, agents and employees will be representing the owners in this sale They may furnish advertising brochures, information, maps, give tours, but it is the sole responsibility of the bidder to do their research, seek legal advice, conduct due diligence of any and all kinds, and to rely solely on Buyer's own independent investigations and inspections for bidding on said property.
12. Buyer's Earnest Money will be collected and deposited in the Escrow Account of TONY NEILL within 24 hours of contractual sale. Earnest money will be accounted for at closing. Buyers Earnest Money is nonrefundable and not subject to any bidder/Buyer's contingencies.
13. Land Taxes will be prorated to the date of sale.

14. Owners will pay for their closing costs and Buyers will pay for 100% their closing costs.
15. A 1% buyer's premium will be charged to online bidders only. This 1% fee will be added to the purchase price to determine the total purchase price. Live bidders will not be charged this fee.
16. Not all of the Property/Tract boundary lines may be marked/painted, but corner post have been set. A survey fee will be added to the Buyers Closing statement and will be paid for and collected at closing. Any additional survey fees the buyer may desire, will be at their sole cost and additional surveying will not delay closing. The costs are as follows.

Tract 1 = $14.37 \times 22.46 = \$322$

Tract 2 = $14.37 \times 21.15 = \$304$

Tract 3 = $14.37 \times 21.15 = \$304$

Tract 4 = $14.37 \times 29.98 = \$431$

Tract 5 and 5a = $14.37 \times 322.62 = \$4636$

17. **Auction to be conducted live Wednesday, October 19, 2022 at 10:00 AM with online bidding beginning on September 28, 2022 at <https://tonyneill.hibid.com/>.**

18. I understand that INTERNET failure can occur. I hereby relieve TONY NEILL of such failure and will call 731-412-2344 if I'm having problems. Refresh often and better attend live!
19. Auctioneer will determine and announce the bidding increments. Tracts will be offer in a lump sum bid and bids will have to be raised a minimum of \$1000.
20. Regrouping Tracts. To regroup tracts the bid must be raised by \$2,500 per tract of the top bids. If 2 or more tracts are combined then bidding will be opened back up and bidding will continue until determined, at the discretion of the Auctioneer, that there are no further bids.
21. A buyer may have another Licensed Real Estate firm represent them at this sale. The Real Estate firm will be paid a 2% referral fee at closing if they are the winning bidder. To qualify for this the Buyer must sign the Real Estate Firms Agency Disclosure appointing the agent to represent them at this sale, register to bid and agree to terms and forward to Auctioneer before 48 hours of sale. The Agent agrees to represent the buyer, be present at sale and assumes responsibility for buyer actions.

I agree and understand all of the terms of this Auction and will abide by such, with my signature this _____ day of _____, 2022.

Signature: _____.

Exhibit E

1. Property to be sold subject to all matters of record, and to matters which would be revealed by a current accurate survey and inspection of the premises; such survey and inspection, if performed, to be at no expense to Seller.
2. Seller is an absentee seller, and as such, makes no representations regarding the property's condition, habitability, or fitness for any particular purpose. Buyer shall rely solely on buyer's own independent investigations and inspections.
3. Seller to convey by deed that only covenants to warrant and defend the title against claims and demands by Seller and all persons claiming by, through, and under Seller, such as, but not limited to Limited Warranty Deed with Covenants, Special Warranty Deed, or Grant Deed, so long as the conveyance form shall effectuate this intent.
4. Buyer to pay for lender's and owner's title insurance policy, unless required by state law the Seller will pay.
5. Buyer may not assign Contract, in whole or part, without prior written approval of the Seller.

Signatures for Organizations:

Name of Organization: _____

Signature: _____

Printed name of person: _____

Title: _____

Date: _____

Signatures for Individuals

Signature: _____

Printed name: _____

Date: _____

Signature: _____

Printed name: _____

Exhibit F

STEP 1: DESCRIPTION OF PARTIES & TRANSACTION	
Name of individual or organization entering into transaction with TNC:	
Legal identity of individual or organization* entering into transaction with TNC (select one):	☐ Individual ☐ For-Profit Organization ☐ Non-Profit Organization
*"Organization" includes a for profit corporation, partnership, trust, estate, joint venture, limited liability corporation, professional corporation, an unincorporated entity, a foundation, public board, commission, 501(c)(3) or other charitable organization.	
Total dollar value of transaction: Include type of currency. Also, if no cash is involved, provide the value of the benefits to be exchanged between the parties.	\$
Type of Transaction (select one):	☐ Contract for Services ☐ Grant Agreement ☐ Purchase Order ☐ Licensing Agreement ☒ Real Estate Transaction ☐ Other
If you selected "Other" or "Real Estate," include description here (for real estate, describe property, size, and type of deal (sale, gift, lease, etc.)):	Highway 203, Pinhook Road, Hardin County, Tennessee 38372

STEP 2: DEFINITIONS & QUESTIONS (Complete <u>only</u> the section relevant to your organization)		
(1) TNC Key Employees and Board of Directors: Please refer to the <u>attached list</u> of Key Employees and members of Board of Directors (includes individuals who have left relevant TNC positions within the past five (5) years). (2) Substantial Contributors: Individuals or organizations who have made total aggregate contributions to TNC of (i) ≥ US \$5 million during the current fiscal year or (ii) ≥ US \$25 million within the last five (5) fiscal years. Fiscal years run from July 1st through June 30th. (3) Family Members and Close Relatives: Family members of any individual listed above, such as spouse, domestic partner, parent, sibling, child, dependent, other progeny and ancestors.		
SECTION 1. INDIVIDUALS (explain any "yes" answers in Step 3):	Yes	No
a. Are you now, or have you been in the last five (5) fiscal years, (i) a TNC "Key Employee" or (ii) a member of the TNC Board of Directors?		
b. Are you now, or have you been in the last twelve (12) months, (i) a TNC Employee, (ii) a Chapter Trustee, or (iii) a member of a Country Program Advisory Council or a similar advisory group?		
c. Are you a Substantial Contributor to TNC?		
d. To your knowledge, are you a family member or close relative of any individual identified in paragraphs a, b, or c above?		

SECTION 2. FOR-PROFIT ORGANIZATIONS (explain any "yes" answers in Step 3):	Yes	No
a. Is your organization a Substantial Contributor to TNC?		
b. Now, or at the time of the proposed transaction, to the best of your knowledge, do any of the following (individually or collectively with other such persons) (i) own more than <u>5% of the stock or value</u> of your organization (directly or indirectly) and/or (ii) have a controlling influence over the organization's management or policies (ex. key management or board member): • TNC employee (or former employee who left within the last twelve (12) months); • TNC Key Employee; • TNC Board Member; • Substantial Contributor to TNC; • TNC Chapter Trustee or Advisory Council Member for TNC or TNC's related entities (or former trustees/members who left within the last twelve (12) months); and/or • Family members or close relatives of the above individuals.		
c. Now, or at the time of the proposed transaction, have or will any TNC Key Employees or members of the Board of Directors serve in the following positions of your organization? • Officer, director, trustee, key employee, or partner; • Member (if your organization is a limited liability corporation); and/or • Shareholder (if your organization is a professional corporation).		
SECTION 3. NON-PROFIT ORGANIZATIONS (explain any "yes" answers in Step 3):	Yes	No
a. Now, or at the time of the proposed transaction, do any of the following (individually or collectively with other such persons) have the ability to influence management of the entity: • TNC employee (or former employee who left within the last twelve (12) months); • TNC Key Employee; • TNC Board Member; • Substantial Contributor to TNC; • TNC Chapter Trustee or Advisory Council Member for TNC or TNC's related entities (or former trustees/members who left within the last twelve (12) months); and/or • Family members or close relatives of the above individuals.		

STEP 3: COMMENTS (Explain any "yes" answers checked above. Attach additional pages as necessary.)

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STEP 4: NOTICE OF TNC CODE OF CONDUCT & SIGNATURES

TNC expects itself and everyone with whom it does business to conduct themselves in ways that are consistent with TNC's Code of Conduct found at www.nature.org/codeofconduct. Anyone (whether a part of TNC or not) may contact the TNC Helpline (anonymously, if desired) with questions, concerns, or suspected violations at www.nature.org/tnchelpline.

The undersigned certifies the information in the inquiry form is true and correct to the best of their knowledge.

Signature:	
Printed Name:	
Title (if for an organization):	
Address:	
Date of Signature:	

TNC KEY EMPLOYEES & MEMBERS OF BOARD OF DIRECTORS

The following are individuals who are currently or have been, during the preceding five (5) fiscal years, a TNC "Key Employee" or a member of the Board of Directors.

List Current as of December 07, 2021

<u>Other/Former Key Employees</u>			<u>Current Board of Directors</u>	<u>Prior Board Members</u>
Justin Adams Kacky Andrews Keith Arnold* Matt Arnold* James Asp Nathalie Augustin* David Banks* Charles Bedford Michelle Beistle* Karen Berkly Giulio Boccaletti Matt Brown* Mark Burget Mario D'Amico Maria Damanaki Michael Doane* William Ginn Jan Glendering* Elizabeth Gray Meg Goldthwaite* Santiago Gowland	Wisla Heneghan Sherri Hammons Katharine Hayhoe* Steve Howell Jack Hurd Charlotte Kaiser* Joe Keenan Marianne Kleiberg* Leonardo Lacerda* Richard Loomis William McGoldrick* Robert McKim Brian McPeek Pascal Mittermaier Tom Neises* Bola Olusanya* James Page* Jeffrey Parrish* Seema Paul Hugh Possingham Glenn Prickett Aurelio Ramos	Lynn Scarlett Theresa Shaw* Michael Sweeney* Heather Tallis Mark Tercek Michael Tetreault* Ian Thompson* Marc Touitou Bill Ulfelder* Joni Ward* Peter Wheeler Janine Wilkin Leonard Williams* Heather Wishik Heather Zichal	Amy Batchelor John Bernstein Michelle DePass William Frist Joseph H. Gleberman Harry Hagey Margaret Hamburg Shirley Ann Jackson Sally Jewell Nancy Knowlton Edwin Macharia Claudia Madrazo Craig McCaw Jennifer Morris Ana M. Parma Douglas Petno Vincent Ryan Brenda Shapiro Kent J. Thiry Frances A. Ulmer Kevin Weil Ying Wu	Teresa Beck David Blood Shona L. Brown Gretchen C. Daily Steven A. Denning Laurence Fink Jeremy Grantham Andrew Liveris Frank E. Loy Jane Lubchenco Jack Ma Thomas J. Meredith Thomas Middleton Stephen Polasky Muneer A. Satter Rajiv Shah Mark Tercek Thomas J. Tierney Moses Tsang P. Roy Vagelos Margaret C. Whitman

*Current TNC Employee; Executive Council has been dissolved.

TNC's Related Entities (If applicable)

Current Board Members:	Key Employees (members of Related Entity leadership team):

EXHIBIT "D"

PURCHASE AND SALE AGREEMENT

Tony Neill ("AUCTIONEER") is serving as an Agent for The Nature Conservancy ("SELLER") for the sale at auction of property located at Highway 203, Pinhook Road, Hardin County, Tennessee 38372 (the "Property"), more particularly described in the attached:

EXHIBIT "A"

LAND & RESIDENTIAL PROPERTY DISCLAIMER STATEMENT

[This Land & Residential Property Disclaimer Statement was delivered in writing, as prescribed by law, to the undersigned parties by AUCTIONEER prior to execution of the Purchase and Sale Agreement ("PSA") that follows hereon.]

TO BUYER(s) AND SELLER(s): Sign this contract only if you elect to sell or buy the property without representations and warranties as to its condition, except as otherwise provided in this Purchase and Sale Agreement ("PSA"); The undersigned SELLER(s) of the real property make no representations or warranties as to the condition of the real property or any improvements thereon, and the Buyer(s) will be receiving the real property "as is", that is, with all defects which may exist, if any, except as otherwise provided in the PSA. The SELLER(s) acknowledge having carefully examined this statement and further acknowledge that they have been informed of their rights and obligations under the Tennessee Residential & Land Property Disclosure Act. 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. Buyer has received a 10- day opportunity to conduct a risk assessment or inspection of the presence of lead-based or lead-based paint hazards; and has waived or conducted a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

AUCTIONEER

Tony Neill

Date: _____

Acknowledgment:

I acknowledge the above confirmation of agency status & Land & Residential Property Disclaimer Statement

SELLER

The Nature Conservancy, by:

_____ Date: _____

John Dwelley, Director of Business Operations

BUYER

_____ Date: _____

Print Name _____

EMAILED/FAXED COPIES OF SCANNED SIGNATURES WILL SUFFICE FOR ACKNOWLEDGEMENT(S) OF THE ABOVE CONFIRMATION

TENNESSEE RESIDENTIAL PROPERTY DISCLOSURE ACT

Exemption Notification

The undersigned SELLER of the Property described in Exhibit "A" does hereby notify BUYER that said property is being offered without a Residential Property Disclosure Statement as provided by the Tennessee Residential Property Disclosure Act. This transfer is excluded under Section 9 of the Act for the following reason(s):

This property is being sold at public auction.
or during the promotion period of Auction 

BUYER is advised that no representation or warranties express or implied, as to the condition of the property or any improvements, are being offered by SELLER or SELLER's Agent and that BUYER should make or have made on the BUYER's behalf a thorough and diligent inspection of the property.

This **Purchase and Sale Agreement** ("Agreement") is entered into between The Nature Conservancy whose principal address is 4245 North Fairfax Drive, Suite 100, Arlington, VA 22203-1606 ("SELLER") and the _____ whose principal address is _____ ("BUYER").

For and in consideration of the covenants, promises and Agreements herein contained and set forth, SELLER does hereby agree to and does hereby sell to BUYER and BUYER does hereby agree and does hereby purchase from SELLER at public auction sale property located in Hardin County, Tennessee, _____, in the records as they are recorded in the Hardin County Court House, and being more fully described in Exhibit "A attached hereto, including all rights, easements and appurtenances thereunto (hereinafter referred to as the "Property"), subject to the following covenants, terms and conditions:

1. **Purchase Price.** The BUYER, being the highest bidder at the auction sale, shall pay the bid amount of \$ _____ (the "Purchase Price"), and such sum being the total purchase price for the Property. Upon execution of this Agreement, BUYER shall deposit ten percent (10%) of the Purchase Price in the amount of \$ _____ (the "Earnest Money") in cash or check made payable to _____. The balance shall be due at closing on or before _____. **This is a public auction of the Property and is not subject to any contingency of BUYER obtaining financing.**

1. **Deed and Closing.** Closing shall occur within forty-five (45) days of the execution of this Agreement, unless otherwise agreed in writing by the parties (the "Closing Date"). The Seller shall provide the Buyer with a Special Warranty Deed, that covenants to warrant and defend title only against claims and demands by Seller and all persons claiming by, through and under Seller. Possession of the Property shall be delivered to Buyer on Closing Date. Normal and customary closing costs shall apply.

2. **Real Estate Taxes.** Property taxes shall be prorated as of the date of closing with the Buyer assuming all future taxes and assuming Greenbelt taxes, if any. The attorney fees for the closing cost shall be split 50/50 between buyer and seller. Attorney to be used:

3. **Acceptance of Premises.** Buyer has inspected the Property and the improvements located thereon and understands and agrees that the same is being sold "AS IS, WHERE IS AND WITH ALL FAULTS" and with no warranties or guarantees, express or implied, and with no disclosures, including environmental. The Property is sold subject to all matters of record, and to matters which would be revealed by a current and accurate survey and inspection of the Property. Such survey and inspection, if performed, is at no expense to Seller.

The parties agree that Buyer shall reimburse Seller's for the new survey and legal description. The cost of the new survey and legal description for each tract is available upon request from AUCTIONEER.

Buyer further acknowledges the purchase of the Property is in no way contingent upon any additional inspection of the Property and any improvements located thereon and that Buyer's obligation to purchase the Property is final and absolute. Seller is an absentee seller, and as such, makes no representations regarding the property's condition, habitability, or fitness for any particular purpose. Buyer shall rely solely on buyer's own previous independent investigations and inspections.

4. **Risk of Loss.** The risk of loss or damage to the Real Estate by fire or otherwise until delivery of the Sheriff's Deed is assumed by Seller. In the event of any damage that is not restored by Seller to its former condition by Closing Date, Buyer, at its option, may (i) terminate this Agreement and the Earnest Money shall be refunded to Buyer, or (ii) complete the purchase of the Property upon payment of the Purchase Price.

5. **Financing.** This sale is not subject to financing. If Buyer fails to complete this transaction due to a failure to obtain financing, the Earnest Money shall be forfeited, and Buyer shall be subject to the terms of Section 9 below.

6. **Conflicts of Interest.** This sale is subject to the Buyer signing the Conflict of Interest Disclosure Form ("Exhibit C" attached hereto) to the Seller's sole satisfaction.

7. **No Conditions Precedent.** Buyer acknowledges that there are no conditions precedent to its obligations to perform hereunder.

8. **Breach.** In the event Buyer shall default in its obligations hereunder, the Earnest Money, in the amount of \$_____, shall be forfeited. Further, Buyer shall pay all resulting collection fees and Auctioneer expenses incurred in regard to the sale of the Property. Further, Buyer shall pay all attorneys' fees and any other costs and expenses associated with Seller's enforcement of the terms of this Agreement.

9. **Time is of the Essence.** Time is of the essence in this Agreement.

10. **Miscellaneous.**

- a. This Agreement shall inure to the benefit of and bind the parties hereto and their successors, heirs, and assigns.
- b. Buyer to pay for lenders and owner's title insurance policy, if obtained.
- c. This Agreement shall constitute the entire Agreement between the parties.

- d. This Agreement may not be assigned by Buyer without Seller's prior written consent, which consent may be withheld at Seller's sole discretion.
- e. This Agreement may be amended or supplemented only by a written instrument signed by both parties hereto.
- f. This Agreement may be executed in any number of identical counterparts each of which shall be considered an original, but which together shall constitute one and the same Agreement.
- g. The captions or paragraph headings are for convenience and ease of reference only and shall not be construed to limit or alter the terms of this Agreement.
- h. This Agreement shall be governed by the laws of the State of Tennessee.
- i. **JURY WAIVER. Each party hereto waives trial by jury in any action, proceeding, claim or counterclaim, whether in contract or tort, at law or in equity, arising out of or in any way related to this Agreement.**

SELLER

The Nature Conservancy, by:

_____ Date: _____
John Dwelley, Director of Business Operations

BUYER

_____ Date: _____
Print Name _____

EMAILED/FAXED COPIES OF SCANNED SIGNATURES WILL SUFFICE FOR ACKNOWLEDGEMENT(S) OF THE
ABOVE CONFIRMATION