

INTERNET BIDDING PROCEDURES

Real Estate Auction

“The Highmark”

2525 Village Drive

Steamboat Springs, Routt County, Colorado

March 12, 2010

STEP I: Funds in the amount of **Twenty-Five Thousand Dollars (\$25,000.00) per condo for TWO BEDROOM CONDOMINIUM UNITS; Fifty Thousand Dollars (\$50,000.00) per condo for the THREE BEDROOM CONDOMINIUM UNITS and/or Seventy Five Thousand Dollars (\$75,000.00) per condo for the FOUR BEDROOM CONDOMINIUM UNITS** must be received no later than **3:00 PM (Central Time) Thursday, March 11, 2010. Credit cards will not be accepted.** Personal checks, business checks or certified funds should be payable to **Heritage Title Company** (Escrow Agent) and sent to:

**The National Auction Group, Inc.
Attn.: Donna K. Yarbrough
644 Walnut Street
Gadsden, AL 35901**

Funds may be wired directly into the **Heritage Title Company, Escrow Account.** Wiring Instructions will be provided upon request by contacting Donna Yarbrough at The National Auction Group, Inc., at 1-800-473-2292.

STEP II: The Internet Bidding Procedures, Condominium Unit Purchase Agreement and Terms and Conditions of Auction must be signed (leaving sales price blank), each page initialed and returned to The National Auction Group, Inc. The signed and initialed documents may be faxed to The National Auction Group, Inc., Attn.: Donna K. Yarbrough via facsimile number (256) 547-7476. **Copies of these documents must be received no later than 3:00 PM (Central Time), Thursday, March 11, 2010. Faxed copies will be acceptable and should be sent to (256) 547-7476 or copies can be emailed to dvarbrough@national-auction.com. Originals can be sent to:**

ADDRESS: The National Auction Group, Inc.
Attn.: Donna K. Yarbrough
644 Walnut Street
Gadsden, AL 35901
(256) 547-3434 (Telephone)
(800) 473-2292 (Toll Free #)
(256) 547-7476 (Fax #)

STEP III: Prior to **Friday, March 12, 2010,** you should go the website, **www.nationalauctiongroup.com**, click on **“THE HIGHMARK”** auction and click on

Initials:

Bidder	Bidder

the link for the online registration form for request for bidder number and follow those instructions.

STEP IV: Your bidder number and password will be assigned upon receipt of the signed documents and funds or confirmation of the wired funds. You will receive an email with your bidder number and password. On **Friday, March 12, 2010, prior to 2:00 p.m. (Mountain Time)**, go to the website, www.nationalauctiongroup.com, click on “**THE HIGHMARK**” auction and click on the “**Attend Auction**” link to participate in the online bidding.

If you are a successful bidder, you will be notified immediately by email that you are the successful bidder. You must have the balance of the earnest money deposit, if any, sent via overnight mail to The National Auction Group, Inc. or wired into **HERITAGE TITLE COMPANY’S Escrow Account** no later than **5:00 PM (Central Time), Monday March 15, 2010**.

STEP V: In the event you are not the successful high bidder, your funds will be returned to you via FedEx if a check was submitted or via wire transfer if the funds were submitted by wire transfer.

Initials:

Bidder	Bidder

Please complete all the information requested below and forward via facsimile number (256) 547-7476 to The National Auction Group, Inc., Attn.: Donna K. Yarbrough.

NAME OF BIDDER _____

ADDRESS _____

PHONE # _____

FAX # _____ EMAIL: _____

BIDDING # _____
(BIDDING NUMBER TO BE ASSIGNED BY THE NATIONAL AUCTION GROUP, INC.)

IN THE EVENT YOU ARE NOT THE SUCCESSFUL HIGH BIDDER, PLEASE CONTACT DONNA YARBROUGH AT THE NATIONAL AUCTION GROUP, INC. TO MAKE ARRANGEMENTS TO RECEIVE PREVIOUSLY SUBMITTED FUNDS.

IF YOU HAVE WIRED YOUR FUNDS AND ARE NOT THE SUCCESSFUL HIGH BIDDER, FUNDS WILL BE RETURNED TO YOU VIA WIRE TRANSFER. IN ORDER TO EXPEDITE THIS PROCESS, YOU MUST PROVIDE ALL THE INFORMATION REQUESTED BELOW. FAILURE TO FURNISH THIS INFORMATION MAY DELAY THE RETURN OF FUNDS TO YOUR ACCOUNT. PLEASE PRINT CLEARLY.

NOTE: There may be a return fee charged to the bidder per return wire transfer.

BANK NAME: _____

BANK ADDRESS: _____

ABA #: _____

ACCOUNT #: _____

CONTACT NAME: _____

CONTACT PHONE #: _____

Initials:

Bidder	Bidder

DISPUTE RESOLUTION--AGREEMENT FOR ARBITRATION

BIDDER UNDERSTANDS AND AGREES THAT NEITHER THE SELLER NOR NAG WILL PROVIDE INTERNET SERVICE FOR ON LINE BIDDING AND THAT NEITHER NAG NOR THE SELLER CAN OR ARE GUARANTEEING THAT INTERNET SERVICE WILL BE AVAILABLE AT THE START OF THE AUCTION AND/OR THAT INTERNET SERVICE WILL NOT BE INTERRUPTED DURING THE AUCTION.

Bidder (s), "NAG" and the Seller agree that any disputes, controversy, or claims between the Bidder(s), "NAG" and/or the Seller that arise out of or relate in any way to this auction sale and any events occurring before or after the auction sale shall be settled by arbitration and shall be administered by the American Arbitration Association in accordance with Title 9 of the United States Code (United States Arbitration Act) and the Commercial Arbitration Rules of the American Arbitration Association. By way of example only, such claims include, but are not limited to, claims for fraud, breach of contract, negligence, wantonness, and or any other action or claim in contract or tort. The parties agree to be bound **exclusively by final and binding arbitration as described herein.** Judgment on the award rendered by the Arbitrator(s) may be entered in any Court having jurisdiction thereof.

Bidder(s), "NAG" and/or the Seller shall upon the written request of the other party, promptly provide the other party with copies of documents on which the producing party may rely in support of or in opposition to any claim or defense. Any dispute regarding discovery, or the relevance or scope thereof, shall be determined by the Arbitrator(s) which determination shall be conclusive. All discovery shall be completed on or before ninety (90) days after the appointment of the Arbitrator(s). At the request of a party, the Arbitrator(s) shall have the discretion to order examination by deposition of witnesses to the extent the Arbitrator(s) deems such additional discovery relevant and appropriate. However, depositions shall be limited to a maximum of three (3) per party and shall be held within forty-five (45) days of the date of the Order of the Arbitrator approving the taking of depositions. Each deposition shall be limited to a maximum of six hours duration. All objections are reserved for the arbitration hearing except for objections based on privilege and proprietary or confidential information.

The arbitrator(s) will have no authority to award punitive or other damages not measured by the prevailing party's actual damages. Bidder(s), "NAG" and the Seller shall each bear their own costs and expenses (including attorneys' fees) and an equal share of the arbitrators' fees and the administrative fees of arbitration. The award of the arbitrator(s) shall be accompanied by a reasoned opinion, signed by the arbitrator(s) and shall include a statement regarding the reasons for the disposition of any claim including findings of fact and a breakdown as to specific claims. Except as may be required by law, neither a party nor an arbitrator(s) may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties. The place of arbitration shall be **Denver, Colorado.**

Bidder(s), "NAG" and the Seller agree and acknowledge that the business of "NAG" and this auction sale involve interstate commerce. Bidder(s), "NAG" and the Seller agree that Bidder(s)' execution of this Agreement to Arbitrate is an integral part of the agreement of NAG and the Seller to allow Bidder(s) to participate in the bidding at the auction. Bidder(s), "NAG" and the Seller further agree that there is adequate consideration between the parties for this Dispute Resolution--Agreement to Arbitrate. Bidder(s), "NAG" and the Seller agree to keep the dispute resolution and arbitration proceedings confidential except as necessary to effectuate the resolution of the dispute by arbitration. **BIDDER UNDERSTANDS AND AGREES THAT IF ANY PROVISION OF THIS DISPUTE RESOLUTION - AGREEMENT FOR ARBITRATION, OR ANY PORTION THEREOF, IS HELD TO BE INVALID AND UNENFORCEABLE, THEN THE REMAINDER OF THIS AGREEMENT SHALL NEVERTHELESS REMAIN IN FULL FORCE AND EFFECT.**

NOTE: SELLER RESERVES THE RIGHT TO ADD OR DELETE CONDOMINIUM UNITS PRIOR TO THE START OF THE AUCTION AND/OR PRIOR TO THE START OF THE BIDDING ON EACH CONDOMINIUM UNIT.

SIGNATURE OF BIDDER

DATE

SIGNATURE OF BIDDER

DATE

Initials:

Bidder	Bidder