

NOTICE TO BIDDERS

Seller provided all information used in the advertising and promotion of this auction sale. While The National Auction Group, Inc.,® (“NAG”) believes that the information provided by the Seller is true and correct, “NAG” makes no warranty nor guarantee as to the accuracy of information provided by the Seller. “NAG” reserves the right to announce any additional terms and conditions before or during the Auction. All decisions of the Auctioneer shall be final, including but not limited to, decisions on matters such as increments of bidding, disputes among bidders and any other issues that may arise before, during, or after the auction sale. 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 separate condominium unit. “NAG” is the Selling Agent Only. “NAG” reserves the right to deny any person admittance to the Auction.

Bidder(s) shall look only to the Seller as to all matters regarding the property, and Bidder(s) understand and agree that “NAG” shall not be responsible or liable in any way if the Seller fails to honor any bid, or refuses to, or cannot close title in accordance with the winning bid or any contract entered in respect thereof, or if the property is in any way not satisfactory to a Bidder(s).

The undersigned Bidder(s) acknowledge and agree by their participation in the Auction (1) that Bidder(s) have inspected the Property and are not relying on any warranty or representation of the Auctioneer or any agents of the Auctioneer; (2) that the Bidder(s) understand and agree that they are buying the Property "AS IS, WHERE IS" and "WITH ALL FAULTS"; and (3) that the Bidder(s) agree to be responsible for the verification of all specifications and conditions of the property. ALL MEASUREMENTS ARE APPROXIMATE.

ALL BIDDERS MUST REGISTER AND RECEIVE A BID NUMBER IN ORDER TO BID. IN ORDER TO OBTAIN A BID NUMBER, A PROSPECTIVE BIDDER WILL BE REQUIRED EITHER: (1) TO PROVIDE CERTIFIED FUNDS MADE PAYABLE TO THE ESCROW AGENT ISSUED ON A UNITED STATES BANK, OR (2) A LETTER OF GUARANTY ALONG WITH A PERSONAL CHECK OR COMPANY CHECK ON SAID ACCOUNT, OR (3) OTHER FUNDS ACCEPTABLE TO THE SELLER.

DISPUTE RESOLUTION--AGREEMENT FOR ARBITRATION

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 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.**

SIGNATURE OF BIDDER

DATE

SIGNATURE OF BIDDER

DATE

BIDDER REGISTRATION INFORMATION	
REGISTRATION #: _____	
NAME: _____	
ADDRESS: _____	
CITY, STATE, ZIP: _____	
PHONE # _____	EMAIL: _____
SOCIAL SECURITY #: _____	
DRIVER'S LICENSE #: _____	STATE _____
WHERE DID YOU HEAR ABOUT THE AUCTION? (CHECK ONE)	
_____ NEWSPAPER	_____ RADIO
_____ BROCHURE	_____ OTHER:
WHAT TYPE OF UNIT DO YOU PREFER TO PURCHASE IN THE AUCTION? (CHECK ONE)	
_____ 2BEDROOM	_____ 3BEDROOM
_____ 4BEDROOM	