

**ABSENTEE BIDDING PROCEDURES**

**Real Estate Auction  
“Cummins Mill Falls Farm”  
Jackson County, Tennessee  
May 15, 2010**

- STEP I:** Enter the highest bid you wish to submit on Page 2, in the section entitled BIDDING AUTHORIZATION. In the event the bidding does not reach that level, we will enter your bid at the next highest interval of bidding.
- STEP II:** You must give us the authorization to bid for you by signing Page 4.
- STEP III:** You must include funds in order to participate in the auction. The amount must be for 10% of your maximum purchase price but should not be less than **Two Thousand Five Hundred Dollars (\$2,500.00) per lot for LOTS 1 – 8; Ten Thousand Dollars (\$10,000.00) per tract for TRACTS 9 – 15; and/or Fifty Thousand Dollars (\$50,000.00) for the ENTIRETY. Credit cards will not be accepted. ALL FUNDS MUST BE RECEIVED NO LATER THAN 3:00 PM (CST), Friday, May 14, 2010.** Personal checks, business checks or certified funds should be made payable to **David W. Ledbetter, Attorney at Law**, (“Escrow Agent”) and sent to:
- The National Auction Group, Inc.  
Attn.: Donna K. Yarbrough  
644 Walnut Street  
Gadsden, AL 35901**
- STEP IV:** Funds may be wired directly into the **David W. Ledbetter, Attorney at Law Trust Account**. Wiring Instructions will be provided upon request by contacting Donna Yarbrough at The National Auction Group, Inc., at 1-800-473-2292.
- STEP V:** Please be sure to read the Purchase and Sale Agreement and the Terms and Conditions of Auction in its entirety. **DO NOT FILL IN THE PRICE.**
- STEP VI:** **SIGN DOCUMENTS AND INITIAL EVERY PAGE** of the Purchase and Sale Agreement, Terms and Conditions of Auction and Absentee Bidding Procedure. Please read all documents carefully.
- STEP VII:** Return executed copies of the Purchase and Sale Agreement, Terms & Conditions of Auction, Absentee Bidding Procedures, and your funds.
- STEP VIII:** All executed documents as stated above must be signed and initialed (leaving the sales price blank) and returned. The documents may be faxed to The National Auction Group, Inc., Attn.: Donna K. Yarbrough, via facsimile number (256) 547-7476 or emailed to [dyarbrough@national-auction.com](mailto:dyarbrough@national-auction.com). **Faxed, scanned or original documents and receipt of bidder deposit must be received no later than 3:00 PM (CST), Friday, May 14, 2010.**  
**Please fax, email or mail to:**

Initial:

Bidder	Bidder

**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 #)  
dyarbrough@national-auction.com

**STEP IX:** In the event you are the successful high bidder, a representative of The National Auction Group, Inc will immediately contact you.

**STEP X:** 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 your funds were submitted by wire transfer.

**BIDDING AUTHORIZATION**  
**REAL ESTATE AUCTION**

Principal hereby authorizes The National Auction Group, Inc. ("Auctioneer") to place the following bid for me at the auction on **Saturday, May 15, 2010**, for \_\_\_\_\_, **Jackson County, Tennessee**.

Auctioneer is hereby directed to execute Principal's bid provided that Auctioneer has placed Principal's bid in the increment last accepted by Auctioneer immediately preceding placing of Principal's bid, said bid not to exceed \$\_\_\_\_\_.

In the event the bid is successfully executed on Principal's behalf, the Auctioneer is authorized by Principal to insert Sales Price into the Purchase Agreement which the Principal has executed and is attached hereto. Auctioneer is also authorized to remit Principal's funds as earnest money to the Escrow Agent.

\_\_\_\_\_  
**Signature: PRINCIPAL (BUYER)**

\_\_\_\_\_  
**DATED**

\_\_\_\_\_  
**Print Name: PRINCIPAL (BUYER)**

\_\_\_\_\_  
**Signature: AUCTIONEER**

\_\_\_\_\_  
**DATED**

\_\_\_\_\_  
**Print Name: AUCTIONEER**

Initial:

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: \_\_\_\_\_

SOCIAL SECURITY #: \_\_\_\_\_

DRIVER'S LICENSE #: \_\_\_\_\_ STATE: \_\_\_\_\_

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 BACK 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.**

**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 #: \_\_\_\_\_

Initial:

Bidder	Bidder

**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 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 **Nashville, Tennessee.**

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 LOTS OR TRACTS PRIOR TO THE START OF THE AUCTION AND/OR PRIOR TO THE START OF THE BIDDING ON EACH SEPARATE LOT OR TRACT.**

\_\_\_\_\_  
SIGNATURE OF BIDDER

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE OF BIDDER

\_\_\_\_\_  
DATE

Initial:

Bidder	Bidder