

ABSENTEE BIDDING PROCEDURES
Real Estate Auction
“Tranquil Harbour & Cape San Blas Lots”
Mexico Beach, Bay County / Cape San Blas, Gulf County
Florida
May 2, 2009

- STEP I:** Enter the highest bid you wish to submit on Page 4, the 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 **Five Thousand Dollars (\$5,000.00) per condo or per lot for the TWO bedroom condos and/or the Gulf Front & Gulf View Lots; Ten Thousand Dollars (\$10,000.00) per condo for the THREE bedroom condos; and/or Fifteen Thousand Dollars (\$15,000.00) per condo for the FOUR Bedroom condos. Credit cards will not be accepted. ALL FUNDS MUST BE RECEIVED NO LATER THAN 3:00 PM (CST), Friday, May 1, 2009.** Personal checks, business checks or certified funds should be made payable to **Beach Title Services, LLC.**, (“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 **Beach Title Services, LLC., Escrow Account.** See wiring instructions on page 2.

Initial:

Bidder	Bidder

WIRING INSTRUCTIONS

WIRE TO:

Bank: Independent Bankers Bank of Florida
615 Crescent Executive Court, Suite 400
Lake Mary, FL 32746

ABA No.: 063111596

FOR FURTHER CREDIT TO:

Account Name: Beach Community Bank
17 SE Eglin Parkway
Fort Walton Beach, FL 32548

Account Number: 11051

FOR FINAL CREDIT TO:

Account Name: Beach Title Services, LLC., Escrow Account
4 Laguna Street, Suite 101
Ft. Walton Beach, FL 32548

Account Number: 20009718

RE: "Tranquil Harbour & Cape San Blas Lots"

Remitter's Name: _____

(Please use the above reference information when sending your wire so that it can be traced, and request a confirmation of receipt of wire)

STEP V: Please be sure to read the Purchase 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 Agreement, Terms and Conditions of Auction and Absentee Bidding Procedure. Please read all documents carefully.

STEP VII: Return executed copies of the Purchase 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. This may be faxed to The National Auction Group, Inc., Attn.: Donna K. Yarbrough, via facsimile number (256) 547-7476. **Faxed or Original documents and receipt of bidder deposit must be received no later than 3:00 PM (CST), Friday, May 1, 2009. Please mail and fax 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 #)

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 2, 2009**, for a ___ bedroom condo at "**Tranquil Harbour**", **101 36th Street, Mexico Beach, Bay County, Florida** or Lot _____, **Cape San Blas, Gulf County, Florida**.

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 certified 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 LAW 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 will 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 **Tallahassee, Florida.**

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.

NOTE: SELLER RESERVES THE RIGHT TO ADD OR DELETE PROPERTY PRIOR TO THE START OF THE AUCTION AND/OR PRIOR TO THE START OF THE BIDDING ON EACH SEPARATE PARCEL.

SIGNATURE OF BIDDER

DATE

SIGNATURE OF BIDDER

DATE

Initial:

Bidder	Bidder