

**INTERNET BIDDING PROCEDURES**

**Real Estate Auction  
"SAN CARLOS"  
365 East Beach Blvd.  
Gulf Shores, Baldwin County, Alabama  
February 7, 2009**

**STEP I:** Funds in the amount of **Five Thousand Dollars (\$5,000.00)** per condo for the **TWO bedroom, TWO bath** condos, **Ten Thousand Dollars (\$10,000.00)** per condo for the **THREE bedroom, THREE bath** condos, and/or **Fifteen Thousand Dollars (\$15,000.00)** per condo for the **FOUR Bedroom/Penthouse Units** must be received no later than **3:00 PM (Central) Friday, February 6, 2009**. **Credit cards will not be accepted.** Personal checks, business checks or certified funds should be payable to **Clear Title, LLC.,** (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 **Clear Title, LLC., Escrow Account.**

**WIRING INSTRUCTIONS**

**WIRE TO:**

**Bank: First National Bank of Baldwin County  
1207 N. McKenzie Street  
Foley, AL 36535**

**ABA No.: 065106402**

**FOR CREDIT TO:**

**Account Name: Clear Title, LLC., Escrow Account  
229 East 20<sup>th</sup> Avenue, Suite 3  
Gulf Shores, AL 36542**

**Account Number: 1009331**

**RE: "SAN CARLOS"**

**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)**

Initials:

Bidder	Bidder

**STEP II:** The Internet Bidding Procedures, 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), Friday, February 6, 2009. Faxed copies will be acceptable and should be sent to (256) 547-7476 or copies can be emailed to [dlaw@national-auction.com](mailto:dlaw@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 **Saturday, February 7, 2009**, you should go the website, **[www.nationalauctiongroup.com](http://www.nationalauctiongroup.com)**, click on the “**SAN CARLOS**” auction and click on 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 **Saturday, February 7, 2009, prior to 1:00 p.m. (Central Time)**, go to the website, **[www.nationalauctiongroup.com](http://www.nationalauctiongroup.com)**, click on the “**SAN CARLOS**” 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 the above referenced account no later than **5:00 PM (Central Time), Monday, February 9, 2009**.

**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 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 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 will 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 (s) and "NAG" agree that any disputes, controversy, or claims between the Bidder(s) and "NAG" 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) and "NAG" 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) and "NAG" 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 **Mobile, Alabama.**

Bidder(s) and "NAG" agree and acknowledge that the business of "NAG" and this auction sale involve interstate commerce. Bidder(s) and "NAG" agree that Bidder(s)' execution of this Agreement to Arbitrate is an integral part of the agreement of "NAG" to allow Bidder(s) to participate in the bidding at the auction. Bidder(s) and "NAG" further agree that there is adequate consideration between the parties for this Dispute Resolution--Agreement to Arbitrate. Bidder(s) and "NAG" 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

Initials:

Bidder	Bidder