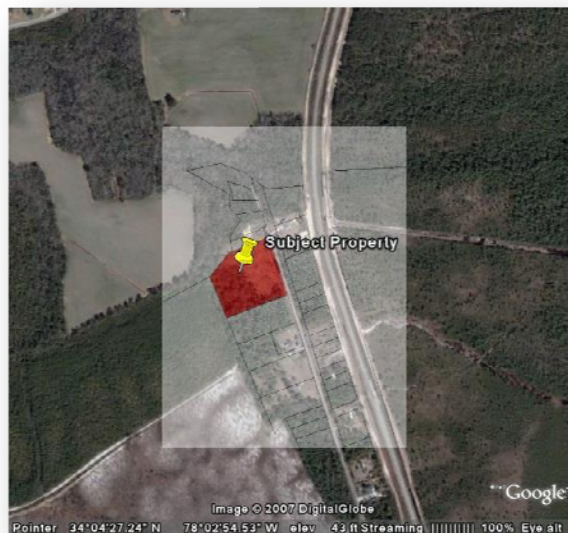


An ABSOLUTE AUCTION of valuable parcels of land!
Southport – Boiling Spring Lakes NC
Saturday, November 17 2007 - 11AM

Boiling Spring Lakes Community Center

1 Leeds Road, Boiling Spring Lakes NC 28461



Directions to Boiling Spring Lakes Community Center – Auction Location: Highway 87 North from Southport to left on West South Shore Drive or take Highway 87 South from Highway 17 to right on West South Shore Drive, Leeds Road on left. Look for Auction signs.

Parcels 1 & 2 – 17.72 Acres Zoned C-1 – Hwy 87

Boiling Spring Lakes

Parcel 1: Lot 55A – 8.3 Ac. Parcel 2: Lot 55 – 9.42 Ac.

Features:

- Largest tract of commercial acreage available in Boiling Spring Lakes
- Almost 700 feet of frontage on Highway 87
- Proposed Highway 87 widening will make property more attractive. (More in info package)
- Proposed International Port only a few miles away. (More in info package)
- Brunswick County consistently ranked as one of the fastest growing counties in the country. (More in info package)
- Can purchase all or part (2 separate tracts.)

Legal: Lots 55 & 55A – Section 25 West Boiling Spring Lakes Timber Tracts and Ranches

Dimensions: (Include Lot 55 & 55A together) 218 X 770 X 951 X 865 X 282 X 437 X 164 X 163

Brunswick County Parcel #: 1410000402

Property currently recorded as one parcel but will be offered together or separate.

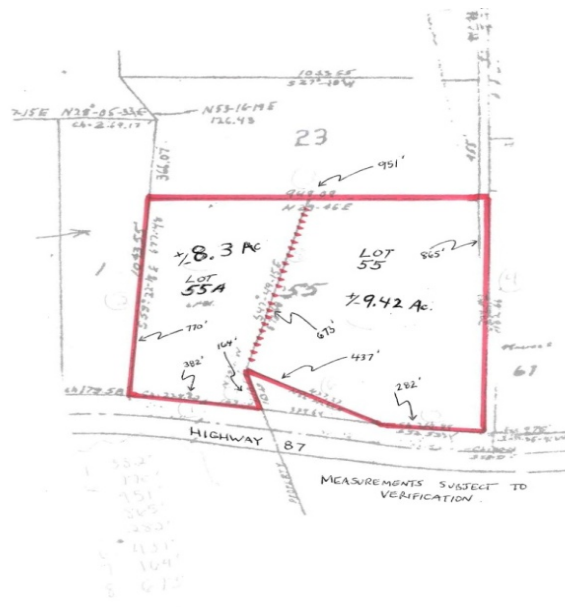
Zoning: C-1 Commercial

Water: 24" County Main at street

Sewer: Potential future sewer from Town of Boiling Spring Lakes. Innovative system may be available.

Electric: Available to property

Directions: Take Highway 87 to Boiling Spring Lakes. The property is located approximately 1.5 miles north of City Hall on the left. City Hall is located at the intersection of Highway 87 and East Boiling Spring Road in City Center. Look for auction sign.



Parcel 3 – 4.54 Ac. – Zoned Residential – Redwood Dr.

Boiling Spring Lakes

Features:

- Over 400 feet of frontage on Redwood Drive
- Perk permit on file with county for 3 bedroom home
- Located on a quiet, dead-end road.
- Backs up to farm and timber land.
- Largest buildable acreage available in Boiling Spring Lakes.
- Convenient to Southport, Oak Island and the beaches.
- Build your mini-estate here!

Legal: Lots 765, 766 Redwood Drive –Spring Lake Section 1 Extension 4 (Both lots deeded together.)

Dimensions: Lot 765 – 498 x 108 X 226 X 329 X 220 Lot 766 – 479 X 201 X 498 X 200

Brunswick County Parcel # 127JA00203

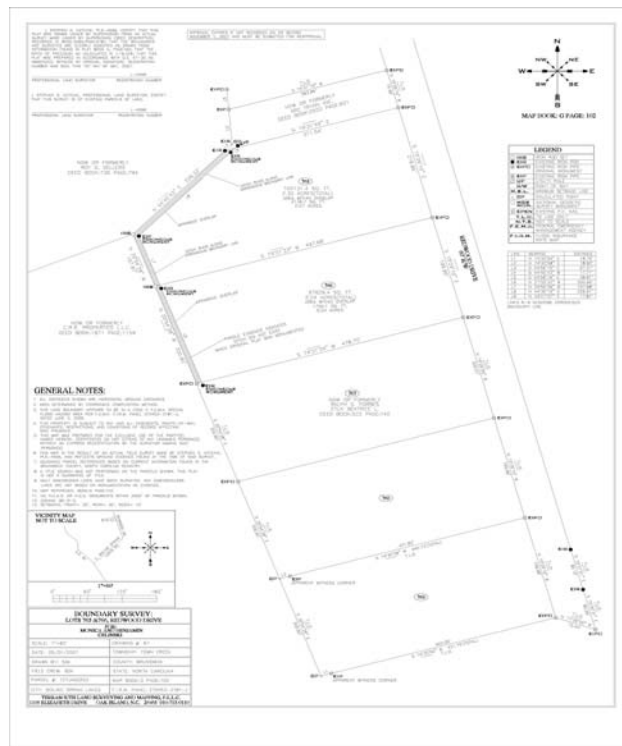
Zoned R-5 Residential

Water: Well to be installed by purchaser.

Sewer: Septic – Perk permit available.

Electric: Available to property.

Directions: Take Highway 87 to Boiling Spring Lakes. Turn onto East Boiling Spring Road at City Hall. Travel approximately 2.2 miles and make a left onto Redwood Drive. Travel approximately 1.6 miles. Property will be on your left. Look for auction sign.



Parcel 4 – 3.09 Acres – Residential – Acres Lane

Southport, NC

Features:

- Located on the explosive Highway 211 corridor.
- Highway 211 widening project.
- Hard to find acreage in Southport.
- Additional 1.66 adjoining acres available (Wilmington MLS 345357 – Asking 91K) for a total of 4.75 acres.
- Over 600 feet of road frontage on Acres Lane
- Convenient to shopping, Historic Southport, Oak Island and the beaches.

Legal: 3.09 Acres – Dutchman Creek Acres – Southport

Dimensions: 133 X 619 x 255 X 364 X 57 X 155 X 90

Brunswick County Parcel # 205PA04901

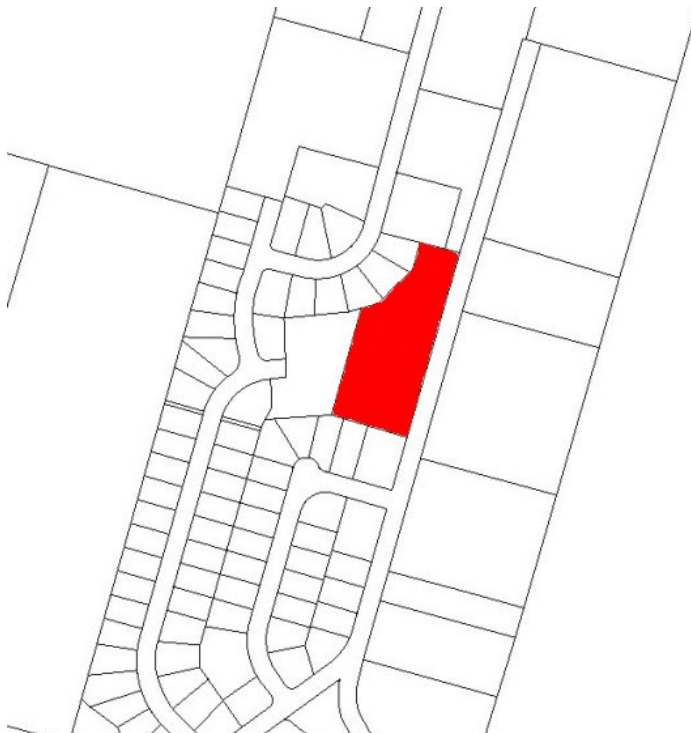
Zoned R-7500 Residential

Water: County water in neighborhood.

Sewer: Potential future sewer line run by Brunswick County

Electric: Available to property.

Directions to property: At the intersection of Highway 211 and Long Beach Road in Southport you will see a McDonald's. From this intersection travel west on Highway 211 approximately .4 miles and make a right onto Oakview Drive. Make your first right onto Bayview Drive. Road will veer to the left and become Acres Lane. Property will be on your left. Look for auction sign.



auctionorange

Phone: (910)352-0411

Facsimile: (910)686-8840

E-mail: auctions@ec.rr.com Website: www.auctionorange.com

Broker Participation: 2.5% ~ 10% Buyer's Premium

NCAL# 7146 – NCBL# 222160 – NCAFL# 8501



APPROVAL EXPIRES IF NOT RECORDED ON OR BEFORE NOVEMBER 1, 2007 AND MUST BE SUBMITTED FOR REAPPROVAL

I, STEPHEN D. KETCHIE, PLS-4599, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION NOT RECORDED IN BOOK:2565, PAGE:578); THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY IDENTIFIED AS DRAWN FROM INFORMATION FOUND IN PLAT BOOK: 6, PAGE:102; THAT THE RATIO OF PRECISION AS CALCULATED IS 1:118,426; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED, WITHIN MY ORIGINAL SIGNATURE, REGISTRATION NUMBER AND SEAL THIS 15TH DAY OF MAY, 2007.

L-4599
PROFESSIONAL LAND SURVEYOR REGISTRATION NUMBER

I, STEPHEN D. KETCHIE, PROFESSIONAL LAND SURVEYOR, CERTIFY THAT THIS SURVEY IS OF EXISTING PARCELS OF LAND.

L-4599
PROFESSIONAL LAND SURVEYOR REGISTRATION NUMBER

NOW OR FORMERLY ROY G. SELLERS
DEED BOOK:735 PAGE:794

NOW OR FORMERLY C.R.R. PROPERTIES L.L.C.
DEED BOOK:1871 PAGE:1159

NOW OR FORMERLY RALPH S. FORBES
ETUX BEATRICE L.
DEED BOOK:522 PAGE:140

LEGEND

○ IRB	IRON ROD SET
● EIR	EXISTING IRON ROD
⊙ EIPO	EXISTING IRON PIPE OR DRAIN MONUMENT
⊙ EIP	EXISTING IRON PIPE
⊙ UP	UTILITY POLE
R/W	RIGHT OF WAY
M.S.L.	MINIMUM SETBACK LINE
×	CALCULATED POINT
NBS	NATIONAL GEODETIC SURVEY MONUMENT
⊙ CP	EXISTING P.K. NAIL
T.L.O.	TOE LINE ONLY
N.T.S.	NOT TO SCALE
F.E.M.A.	FEDERAL EMERGENCY MANAGEMENT AGENCY
F.I.R.M.	FLOOD INSURANCE RATE MAP

LINE	BEARING	DISTANCE
L1	N 74°30'50" E	18.70'
L2	N 74°30'58" E	18.92'
L3	S 04°56'19" E	87.37'
L4	S 44°40'43" W	17.71'
L5	S 04°56'19" E	38.81'
L6	N 21°05'33" W	200.66'
L7	N 20°55'29" W	107.98'
L8	N 44°30'19" E	226.61'
L9	N 43°21'07" E	17.81'

LINE 6-9 DESCRIBE ERRONEOUS BOUNDARY LINE

765
100131.4 SQ. FT.
2.30 ACRES(TOTAL)
AREA WITHIN OVERLAP
3136.7 SQ. FT.
0.07 ACRES

766
97826.4 SQ. FT.
2.24 ACRES(TOTAL)
AREA WITHIN OVERLAP
1750.1 SQ. FT.
0.04 ACRES

767
NOW OR FORMERLY RALPH S. FORBES
ETUX BEATRICE L.
DEED BOOK:522 PAGE:140

768

769

VICINITY MAP NOT TO SCALE

BOUNDARY SURVEY:
LOTS 765 & 766, REDWOOD DRIVE
FOR:
MONICA AND BENJAMIN CELINSKI

SCALE: 1"=60'
DRAWING #: 67

DATE: 05/01/2007
TOWNSHIP: TOWN CREEK

DRAWN BY: SDK
COUNTY: BRUNSWICK

FIELD CREW: SDK
STATE: NORTH CAROLINA

PARCEL #: 127JA00203
MAP BOOK: G PAGE:102

CITY: BOILING SPRING LAKES
F.I.R.M. PANEL: 370453-2181-J

TERRASOUTH LAND SURVEYING AND MAPPING, P.L.L.C.
1106 ELIZABETH DRIVE OAK ISLAND, N.C. 28455 910-713-0110

1. **Is this property a foreclosure?** No. Auction Orange specializes in disposition of assets via the auction method. Very few properties sold via auction are actually foreclosures since most are sold by trustees on the courthouse steps. The majority of our business is done with private owners who choose the auction method to sell.
2. **Can I view the property in advance?** Absolutely! We encourage you to thoroughly inspect the property and any perform any due diligence before bidding. You may bring your own inspectors.
3. **Do I need to have a licensed real estate agent represent me in order to bid?** No. Many bidders at real estate auctions are unrepresented. If you do have a Buyer's agent representing you, be sure that he/she has filled out a Broker Participation Form and you have submitted an opening bid on it.
4. **What do I need to bid at the live auction?** (a) **We must have a \$7,000 deposit in guaranteed funds to bid.** You get the deposit back if your bid doesn't win. Have a certified check made out to yourself. (b) If you are working with an agent, we need a signed buyer agency agreement and broker registration form with an opening bid. We will have any other forms you need to sign at the auction, but you may sign the Buyer's Premium Agreement and the Terms & Conditions in advance. We recommend arriving at least an hour before the auction so you have time to register and take a last look at the property info.
5. **Is it possible to make an offer and buy the property before the auction date?** Yes. We do not solicit offers in advance because everyone should have an equal opportunity to bid at the auction and the seller of the property has chosen this method of sale. However, if you wish to make an offer for the property in advance of the auction, we are obligated to present it to the seller. We will advise the seller as to our opinion on the content of the offer. If you wish to make a pre sale offer, we strongly recommend that it be commensurate with the value of the property. **If you are submitting an offer in advance** we will need your \$7,000 deposit, a signed Buyer's Premium Agreement, signed Terms & Conditions, signed Broker Participation form (if you have your own agent,) and your bid submitted on the Real Estate Auction Sale Contract included in this bid package. Do not submit a bid on a standard Offer to Purchase & Contract form. Bids submitted on the wrong form will not be considered. Call us and we'll help ensure all forms are filled out correctly.
6. **Is there any advantage to submitting a bid in advance?** Possibly. The seller may elect to accept the pre-bid and cancel the sale of that particular parcel or parcels. If the offer is not accepted in advance, the pre-bid will be taken to the auction and will compete with the other bids on auction day. We recommend that bidders attend the auction to defend their bid. It would be sad to lose out by a few hundred dollars if you aren't able to defend your bid. If you are making a formal Offer to Purchase before the sale, it is possible to secure a contract on the property and cancel the auction. However this typically does not happen unless an offer commensurate with value is made (e.g. no "low ball" offers.)
7. **How is a real estate auction different from making an offer on a traditional listed property?** In essence all offers or "bids" are taken at one specific time and the high bid wins. The purchase of this property is a 'no contingencies', AS-IS sale that must close in 30 days.
8. **Is any information available about the property that I can see before I decide to bid?** Yes. We will make as much information about the property available as we can. All current information we have is available at our website in the bid package and supplemental packages. We do not guarantee the completeness or accuracy of the information, so do your own homework. All due diligence on the part of the buyer must be completed before bidding.
9. **Is this purchase subject to any liens?** No. If there are any liens, they would be paid off from the proceeds of the sale and are the responsibility of the seller, not the purchaser.
10. **Is the title clear?** You are only obligated to purchase if clear or marketable title can be delivered to you. Your attorney must make the final determination as to the title. If for some reason, good title cannot be delivered, you are not obligated to purchase and are entitled to a refund of all deposits.
11. **Can I get a loan to buy the property or must I pay cash?** You can get a loan, but the closing cannot be contingent on financing. You must have sufficient credit or have the ability to use equity in another property etc. to purchase the house. If you fail to secure financing and cannot close, your deposit will be forfeited.

12. **What is the Buyer's Premium?** It is a method by which we receive payment for our services. Ten percent is added to the high bid to arrive at the contract price, so keep the premium in mind when bidding. For example, if you wish to pay no more than \$100,000 for the property, you must stop bidding at around \$90,000 since $\$90,000 + \text{the premium } (\$9,000) = \$99,000$ contract price.
13. **If I win, what is next?** You must sign the Real Estate Auction Sale Contract (if you have not bid in advance) and the normal property disclosures and addendums. You must then add an additional deposit to bring your total deposit to 10% of the Purchase Price. Closing to occur within 30 days of auction date. We recommend you have the name of the attorney you intend to close with available on auction day. A high bid at live auction is a *legally binding contract!* Be sure you are ready and able to buy before you bid.
14. **Why is this property being sold this way?** Auctions are a very effective way to sell property quickly and at a fair market price. It is, in essence, an *accelerated method of marketing*. We work with both Realtors and the general public on an ongoing basis to utilize the auction method of selling to achieve quick and effective sales of property.
15. **I have other questions. Who can help me?** Just call us at (910)352-0411 and we'll be glad to answer any questions you may have.

TERMS & CONDITIONS OF THIS AUCTION SALE

By registering to bid at this Auction and/or signing below, you are agreeing to the following terms and conditions in respect to the properties that are the subject of this sale. (the "Property"):

Identification: \$7,000 required to register to bid. Auction Orange has the right to refuse bidder registration to anyone for any reason, and with or without cause and reserves the right to revoke bidder registration, or to refuse to recognize a bid for any reason, and with or without cause.

Contracts & Deposits: By completing the registration process and being the winning bidder, the bidder becomes the "Buyer." The Buyer must sign the Sales Contract and all other documents specified in the property information package and specified by the auctioneer upon conclusion of the auction. The signed sales contract shall be accompanied by an additional deposit bringing the total deposit to 10% of the purchase price, which is nonrefundable and applied towards closing. All deposit payments must be in the form of cash, a cashier's check or certified check and are nonrefundable once the contract is executed by both parties. No personal, company or third party checks will be accepted. The auctioneer reserves the right to waive or modify the above deposit requirement at any time, and may do so for one or more bidders without applying the same change to all bidders.

10% Buyer's Premium: A buyer's premium of ten percent (10%) will be added to the high bid amount to determine the Contract or total purchase price. (Example: High bid is \$100,000. Buyer's Premium is 10% or \$10,000. Contract or total purchase price is \$110,000.)

Property sold "AS-IS, WHERE-IS, WITH ALL FAULTS" without representation or warranty of any kind: The Property shall be sold subject to all conditions, restrictions, right-of-way easements, and reservations, if any, of record, filed and un-filed mechanics and materialmen's liens, if any, and all other matters of record taking priority, subject to the rights, if any, of tenants in-possession, and further subject to all conditions announced at the sale. The Property, and all improvements to the Property, if any, shall be conveyed in "AS-IS" condition without any warranty as to the physical condition, extent of zoning, or environmental conditions (including, without limitation, the existence of radon gas, formaldehyde gas, airborne asbestos fibers, toxic chemicals, underground storage tanks, lead, mold or other pollutants in the soil, water or air).

Real Estate Closing in 30 days: The Buyer must close the sale of the Property within 30 days. Time is of the essence. The entire purchase price must be paid by cashier's or certified check, attorney's escrow check, or wired funds at closing, otherwise known as "good funds" under real estate settlement practices.

The Buyer's purchase of the Property is not contingent on financing: DO NOT BID UNLESS YOU HAVE FINANCING ALREADY APPROVED OR DO NOT NEED FINANCING BECAUSE YOU ARE PAYING CASH. The Property will be conveyed by deed upon full payments of all amounts due under this Agreement.

Agency: Auction Orange is acting as agent on behalf of the seller(s) only. Unless the sale is an "absolute sale", during the bidding, the auctioneer has the right to reject any bid that, in his opinion, is not commensurate with the Property value. In the event of any dispute after the sale, Auction Orange's determination shall be conclusive and no cause or action or recourse will lie by any bidder.

Lead based paint: The ten (10) day inspection period for residential property is prior to the auction, and the opportunity is hereby waived from and after the date and time of auction.

Addition or withdrawal from sale; Condition of sale: The auctioneer reserves the right to withdraw the Property from the sale, and also reserves the right to group one or more properties into one or more selling lots or to subdivide into two or more selling lots. The auctioneer reserves the right to cancel the auction sale up to the time prior to the fall of the gavel, unless the sale is an "absolute sale", in which case the auction may be canceled anytime prior to the commencement of bidding on auction day.

All properties are sold in gross in all cases. If a subsequent survey by the Buyer shows a greater or lesser number of acres or square footage, this will not affect the purchase or purchase price.

Rights: Seller and auctioneer reserve the right to announce additional terms and conditions at the time of the sale, which additional terms and conditions will be binding upon the Buyer and the seller(s). All announcements made the day of the sale take precedence over any conflicting prior written or verbal terms of sale. The Buyer will acquire the Property(s) subject to the rights of all parties in possession. If any conditions contained herein are not complied with by the Buyer, Auction Orange may, in addition to asserting all remedies available by law or in equity, including the right to hold the Buyer liable for the purchase or contract price, either (a) cancel the sale, retaining as liquidated damages any payment made by the Buyer; (b) resell the Property at public auction; or (c) take such other action as it deems necessary or appropriate, including without limitation, selling the property to the next highest bidder. The retention of the bidder's deposit shall not limit any rights or remedies of Auction Orange or the sellers with respect to the Buyer's default. If the Property is resold, the Buyer shall be liable for payment of any deficiency in the purchase price and all costs and expenses of both sales, reasonable attorney's fees, commissions, incidental damages and all other charges due hereunder.

Choice of law / Dispute resolution: The respective rights and obligations of the parties with respect to the Terms and Conditions of Sale and the conduct of the auction shall be governed and interpreted by the laws of the State of North Carolina. By registering, bidding or buying at any auction, whether present in person or by agent, by written bid or other means, the bidder or Buyer shall be deemed to have consented to exclusive personal jurisdiction, subject matter jurisdiction and venue in the state and federal courts sitting in Wilmington, North Carolina. Any controversy or claim arising from or relating to the contract or any breach of this Agreement or any sales contract shall be settled by arbitration by the American Arbitration Association under its rules and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. In any dispute between Buyer and Seller or concerning the Property or the conduct of any sale, auctioneer and Auction Orange shall not be made a party. To the maximum extent permitted by law, Bidder and Buyer hereby RELEASE Auction Orange, their agents, employees, contractors, officers and directors from any and all manner of liability or cause of action. Buyer and bidder agree to indemnify, defend and hold auctioneer and Auction Orange harmless from any and all claims, damages, causes of action arising out of the sale, this Agreement, the Property or any dispute between Buyer and Seller, including without limitation, attorney's fees, costs, expenses and damages.

Electronic Recording: This sale will be either audiotaped or videotaped.

Auction Orange, the brokers and agents make no representations or recommendations as to the legal sufficiency, legal effect, or tax consequences of this transaction.

Auction information: 910-352-0411

Bidder Signature

Date: _____

Bidder Signature

Date: _____

Bidder # _____

Auction Purchase & Sale Contract

This Contract for Sale of Real Estate is made as of November 17th 2007, between **Celinski Properties LLC** (hereinafter "Seller") and _____ and/or assigns (hereinafter "Buyer").

WITNESSETH:

In consideration of the deposit of \$ **7,000 (Seven thousand dollars)** PLUS additional deposit totaling 10% of the purchase price(hereinafter "Deposit") delivered by Buyer to Auction Orange (the "Auction Firm") and the mutual covenants hereinafter provided, Seller agrees to sell, and Buyer agrees to buy, the following parcel(s) of real estate together with any improvements thereon:

The purchase and sale of the Property shall be on the following terms and conditions:

1. Auction Terms and Conditions. The Auction Terms and Conditions (hereinafter "Auction Terms") and announcements made prior to auction shall be deemed part of this Contract as if set forth in this Contract in their entirety. In the event of a conflict between the terms and conditions of this Contract and those of the Auction Terms, the terms and conditions of the Auction Terms shall govern.

2. Purchase Price. Buyer agrees to pay as the full purchase price for the Property the sum of \$ _____ (hereinafter "Purchase Price") in gross, as follows:

(a) Buyer shall pay a non-refundable Deposit to the Auction Firm upon the execution of this Agreement. The Deposit shall be handled as follows: (i) At closing, the Deposit shall be applied to the payment of the Purchase Price, (ii) returned to Buyer when instructed to do so by Seller upon the conditions set forth herein, or (iii) in the event of Buyer's default and at Seller's option, paid to Seller for application as set forth in Paragraph 9 below. **Demand Note:** If any portion of the down payment is allowed to be made with a personal or company check, this contract will constitute Buyer's personal demand note guaranteeing the check. Should Seller or Auctioneer/Broker be required to pursue collection on this check or enforcement of this contract, the cost of such collection and Sellers'/auctioneer's reasonable attorney fees will be Buyer's expense, all unpaid amounts shall accrue interest at a rate equal to the greater of (i) of 1.5% per month (18% per year) or (ii) the maximum rate allowed by law until said amount is fully collected. (b) Buyer shall pay the remainder of the Purchase Price to Seller at settlement in cash, by wire transfer or by certified or cashier's check.

(c) Buyer acknowledges that the Purchase Price includes a buyer's premium of ten percent (10%) of Buyer's high bid added to the winning bid amount.

A summary of the terms of the sale is as follows:

Note: If you wish to bid for more than one property at this auction, please enter the price for each property individually

High Bid Price	Property "A"	\$ _____	Short Description _____
High Bid Price	Property "B"	\$ _____	Short Description _____
High Bid Price	Property "C"	\$ _____	Short Description _____
High Bid Price	Property "D"	\$ _____	Short Description _____
Subtotal		\$ _____	

10% Buyer's Premium \$ _____

Total Purchase Price \$ _____

Earnest Money Deposit \$ _____

Balance of Purchase Price

Due at Settlement Equals \$ _____

3. Settlement and Possession. Settlement will take place no later than **December 17th, 2007**. Buyer and Seller agree to hold buyer's attorney harmless for closings outside the settlement period. Possession of the Property will be delivered to Buyer at settlement, subject to the rights of tenants, if any.

4. **Title.** Seller will convey the Property to Buyer by **General Warranty** Deed. Buyer's and Seller's obligations hereunder are contingent upon Seller being able to convey good and marketable title to the Property subject, however, to the following (the "Permitted Encumbrances"): (i) matters that do not render title to the Property unmarketable; (ii) the rights of tenants, if any; (iii) the lien of ad valorem real estate taxes not yet due and payable; (iv) such state of facts as an accurate survey and inspection of the Property would reveal; and (v) easements of record granted to providers of utility services. If, prior to settlement hereunder, Buyer identifies a title defect other than the Permitted Encumbrances, Seller shall have the opportunity, but not the obligation, to attempt to cure the title defect, and Seller shall be able to extend the settlement date accordingly. If Seller does not elect to attempt to cure the title defect, or if Seller attempts but is not successful in curing the title defect, Buyer shall have the option to terminate this Agreement, in which case Seller shall instruct the Auction Firm to return the Deposit to Buyer and neither party will have any further obligation or liability to the other, or to waive the title defect and proceed to settlement hereunder. If an owner's title insurance policy can be obtained without exception to the title defect or with affirmative protection over the title defect, Buyer agrees to waive its objection to the title defect.

5. **Proration at Settlement and Settlement Costs.** Ad valorem real estate taxes, rent and other apportionable items (if any) will be prorated at settlement. Seller will pay the grantor's tax/land transfer tax (or however named) imposed by the local, county or State governments, where the property being sold resides, revenue stamps (statutory recording fees) and the cost of preparing the deed; all other recording costs, fees, closing expenses and title insurance will be borne by Buyer. Each party hereto shall be responsible for paying its own legal fees incurred under this Contract, whether or not closing occurs. Buyer to pay for any survey required for recordation purposes.

6. **Eminent Domain.** In the event of a taking of the Property or any portion thereof by eminent domain after the date hereof but before settlement, Buyer will, make an election within ten (10) days of the taking, to either (i) terminate this Contract by written notice to Seller, in which event Buyer will be entitled to the return of the Deposit and neither party will have any further liability to the other, or (ii) elect to proceed to settlement without a reduction in the Purchase Price, in which event Seller will convey to Buyer the portion of the Property not taken and will assign to Buyer all of Seller's right, title, and interest in any condemnation award arising from and pertaining to the taking of the Property.

7. **Condition of Sale.** Properties are sold in gross in all cases. If a subsequent survey by Buyer shows a greater or lesser number of acres or square footage, this will not affect the purchase or purchase price.

8. **Physical Condition of the Property.**

(a) Buyer acknowledges that it has examined and inspected, and is satisfied with, the physical condition of the Property and the improvements thereon. **BUYER EXPRESSLY AGREES THAT THE PROPERTY IS OR WILL BE SOLD "AS IS, WHERE IS, WITH ALL FAULTS", WITHOUT ANY WARRANTY OR REPRESENTATION, EXPRESS, IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF CONDITION, HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND SUBJECT TO ORDINARY WEAR AND TEAR OCCURRING AFTER THE DATE HEREOF.** Buyer acknowledges and agrees that the deed to be executed by Seller will have the following language in it:

SALE OF THE PROPERTY IS AND SHALL BE "AS IS" FOR ALL PURPOSES. EXCEPT FOR THE WARRANTY OF TITLE CONTAINED HEREIN NO REPRESENTATIONS BY GRANTORS HAVE BEEN MADE OR SHALL BE MADE AND NO WARRANTIES, EITHER EXPRESS OR IMPLIED (INCLUDING NOT EXCLUSIVELY ANY WARRANTY OF FITNESS OR SUITABILITY OF THE PROPERTY (OR THE IMPROVEMENTS THEREON) FOR ANY PARTICULAR USE OR PURPOSE), ARE GIVEN OR SHALL EXIST. NOT BY WAY OF EXCLUSION, GRANTEE ACKNOWLEDGES THAT GRANTORS HAVE MADE AND WILL MAKE NO REPRESENTATIONS OR WARRANTIES CONCERNING: (I) THE LAND AREA OF THE PROPERTY, (II) THE ACTUAL AREA OR RENTABLE AREA OF THE IMPROVEMENTS ON THE PROPERTY, (III) THE INCOME WHICH MAY BE EXPECTED FROM OPERATING THE IMPROVEMENTS ON THE PROPERTY, (IV) ANY OTHER ASPECT OR CONDITION OF SUCH IMPROVEMENTS OR ANY SYSTEMS OR SERVICES OF THE PROPERTY, (V) THE PRESENCE OR ABSENCE ON, NEAR OR ABOUT THE PROPERTY OF ANY GASOLINE STORAGE TANK, ASBESTOS, OR HAZARDOUS OR TOXIC MATERIALS OR SUBSTANCES AS DEFINED BY APPLICABLE FEDERAL, STATE OR LOCAL LAW, REGULATION OR ORDINANCE, OR (VI) THE PRESENCE OR ABSENCE ON OR NEAR THE PROPERTY OF ANY FLOOD ZONE. GRANTEE ACKNOWLEDGES THAT ITS PURCHASE OF THE PROPERTY AND THE AMOUNT OF THE SALES PRICE ARE BASED SOLELY ON ITS INSPECTIONS AND EVALUATIONS OF THE PROPERTY AND NOT UPON ANY REPRESENTATIONS BY GRANTORS, ANY AFFILIATE OF GRANTORS, OR ANYONE ACTING ON BEHALF OF GRANTORS.

Buyer further acknowledges that Seller has neither made nor extended to Buyer any representation, warranty or indemnity with regard to the environmental condition of the Property or with regard to its compliance with the Americans with Disabilities Act of 1990, if applicable, and Buyer hereby assumes sole responsibility therefore, indemnifies and agrees to hold Seller, its affiliates, agents, directors, employees and attorneys harmless from and waives any right, action, claim or cause of action it or its successors or assigns may have now or in the future against Seller, its affiliates, agents, directors, employees or attorneys with regard thereto. (b) If the improvements on the Property are damaged after the date hereof but before settlement, Seller may (but will not be obligated to) attempt to repair the improvements and, at Seller's option, there will be a reasonable extension of the settlement date in which Seller may attempt to complete the repair. If Seller notifies Buyer that Seller does not intend to attempt repair, or if Seller attempts but is not successful in effecting repair and so notifies Buyer, within ten (10) days of either such notification Buyer either (i) will terminate this Agreement, in which case Buyer will be entitled to the return of the Deposit and neither party will have any further liability to the other, or (ii) will waive any objection to the damage and any right to reduce the Purchase Price, in which case Seller will convey to Buyer the Property with such damaged improvements as are then thereon and will assign to Buyer all of Seller's right, title and interest to any insurance proceeds, if any, received or to be received in payment of damage to the improvements (but no other insurance proceeds, such as proceeds from damage to personal property).

9. Default. If Buyer defaults hereunder, Seller will retain the Deposit and pursue such remedies as are available to Seller at law or in equity, including, without limitation, an action for specific performance. If Seller defaults hereunder, Buyer may pursue such remedies as are available to Buyer at law or in equity, including, without limitation, an action for specific performance. Notwithstanding the foregoing, however, in either case, the defaulting party hereunder shall not be liable in any action at law or in equity, whether based on contract, tort, strict liability or otherwise, to the non-defaulting party or to any other person, including affiliates, subsidiaries, partners, shareholders, directors, officers, agents, employees or representatives of the non-defaulting party, for any punitive, exemplary, special, consequential, indirect or incidental damages or for loss of operating profits, loss of use or loss of business opportunity. A termination of this Contract pursuant to the termination provisions set forth in paragraph 4, 6, and 8, shall not be deemed to be a default of either party hereunder.

10. Notice. Any notice, request, or demand required or permitted hereunder will be in writing and will be delivered by hand, sent by express courier service, or sent by U. S. certified mail, return receipt requested, postage prepaid, if to Seller with a copy to Auction Orange, and if to Buyer, to the address set forth below under the Buyer's signature, or to such other address as the party to receive such notice may hereafter specify by written notice to the other. Any such notice will be deemed given on the date of actual hand delivery, one (1) day after being sent by express courier service or two (2) days after deposit in the U. S. mail, certified.

11. Relationship Disclosure. Seller and Buyer acknowledge and agree that the Auction Firm and the selling broker(s) have acted solely on Seller's behalf as independent contractors in connection with this transaction and do not represent Buyer. Seller and Buyer also confirm that this disclosure of relationship has been made in writing.

12. Miscellaneous. Each party hereto represents that it has not involved any agent, broker, or finder in this transaction (other than the Auction Firm whose compensation is being paid by Seller, and the cooperating broker, if any, (_____)) and agrees to indemnify, defend, and hold the other party harmless from any claim in connection therewith. The provisions of this Contract will survive settlement hereunder. The parties hereto acknowledge that neither has relied upon any oral representation of the other, that no such oral representation will affect in any way the terms of this Contract and that this Contract represents the final and complete understanding between the parties. This Contract cannot be modified or amended, and no waiver or any provision hereof will be effective, unless in writing executed by the parties hereto. This Contract will be construed, performed and enforced in accordance with the laws of the State of North Carolina without regard to the conflicts of laws provisions of the Commonwealth of Virginia law. Except as provided in Paragraphs 6 and 8, the risk of loss or taking will remain with Seller until settlement. This Contract will inure to the benefit of and will bind the parties hereto and their respective heirs, personal representatives, successors and assigns. Buyer may not assign its rights under this Contract without the prior written consent of Seller, which consent Seller may withhold in its sole and absolute discretion. Any such assignment to which Seller consents shall not release Buyer from any liability hereunder. This Contract may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Contract. Notwithstanding any other provision of this Agreement, or any agreements, contracts or obligations that may derive herefrom, nothing herein shall be construed to make the parties hereto partners or joint ventures or to render either party liable for any of the debts or obligations of the other party, it being the intention of this Contract merely to create the relationship of seller and Buyer with regard to the Property. All parties to this Contract have been represented by counsel or have had the

opportunity to be so represented. Accordingly, both parties hereby waive the rule of construction of contract language against the drafting party. If any provision of this Contract or the application thereof is deemed unenforceable for any reason, the remainder of this Contract shall not be affected thereby and shall remain in full force and effect. Notwithstanding any mention of specific acreage in any description of the Property, the parties shall agree that the Property is being sold in gross and not by the acre. The parties' rights and obligations hereunder will not be affected if a subsequent survey of the Property reveals a different acreage.

13. **Notices/Disclosures:** Buyer acknowledges receiving the following disclosure documents and makes the following elections: Seller's Disclosure of Property Condition; Lead Based Paint Disclosure. Buyer waives the opportunity to conduct a risk assessment or has already conducted a risk assessment; Brokerage Disclosure: Buyer understands Auction Firm represents only Seller.

14. **Closing Expenses:** Seller shall provide for deed preparation, pay revenue stamps (statutory recording fees) required by law, and pay the grantors/land transfer tax. Buyer pays **all other costs** in this transaction, including recording the deed.

15. **Wood Destroying Insects:** No report is available and Seller makes no representations.

TIME IS OF THE ESSENCE IN CONNECTION WITH THIS CONTRACT and this is an irrevocable offer to purchase without contingencies. In the event the Buyer fails to perform according to the terms of this contract, the deposit shall be forfeited and applied against Seller's damages without affecting any of the Seller's further remedies it may have at law or in equity. All forfeited deposits shall be equally divided between the Seller and Auction Firm. This is a legally binding contract. The brokers and agents make no representations or recommendations as to the legal sufficiency, legal effect, or tax consequences of this transaction. CONSULT your attorney BEFORE signing.

BUYER(S): _____ Signature: _____ Date: _____

BUYER(S): _____ Signature: _____ Date: _____

SELLER(S): _____ Signature: _____ Date: _____

SELLER(S): _____ Signature: _____ Date: _____

Buyer's Address

Buyer's Telephone & E-Mail

**BUYER'S PREMIUM AGREEMENT
AUCTION SALES**

THIS AGREEMENT, between -----Auction Orange -----, Broker,
and -----, Bidder,
entered into this _____ day of _____, 20____, pursuant to the laws of the State of North Carolina, is based upon the
mutual promises, undertaking and considerations recited herein in connection with the sale by auction of the following property:

("Property").

1. Broker is the agent of the Seller of the Property offered for sale by auction, and Broker and Seller have agreed that this sale is to be conducted by including a buyer's premium of 10% (Ten Percent) ---- upon the final high bid price as determined by the Broker ("Buyer's Premium"). The actual contract sale price shall be the sum of the successful high bid plus the Buyer's Premium.
2. Bidder desires to bid upon said Property.
3. In consideration for the Seller and Broker allowing Bidder to bid at the auction of the Property, Bidder hereby acknowledges and agrees that if Bidder is the successful high bidder for the Property, then Bidder will enter into a purchase and sale contract on the day of sale, under the terms and conditions stated in the auction materials.
4. Bidder acknowledges and agrees that inclusion and/or payment of the Buyer's Premium shall not make Broker the agent of the Bidder and that Broker continues to act as the agent of Seller in the sale of the Property.
5. Bidder acknowledges that information on Lead-Based Paint and/or Lead-Based Paint Hazards, if applicable, and a North Carolina Residential Property Disclosure Statement, if applicable, have been made available by Broker for Bidder's review prior to the start of the auction.

_____ (initials) Bidder acknowledges receipt and acceptance of the terms and conditions of the auction to be conducted.

THE NORTH CAROLINA ASSOCIATION OF REALTORS®, INC. MAKES NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION.

Bidder

Date

Bidder

Date

Broker

Date



Real Estate Broker Participation Form

Properties:

Commission: Two and a half (2.50%) of the high bid received by Auction Orange on this property will be paid to any properly licensed real estate broker whose Bidder/Buyer is the successful purchaser of this property and who actually closes and pays the total Contract Price for this property. Payment will be made to Broker upon closing.

Conditions: This form must be received in person or via fax **no later than NOON the day prior to the auction. Form must include all required signatures!** Broker participation forms will NOT be accepted on the day of the auction.

Broker agrees that if the commission pool is negotiated down in order to confirm the sale, they will accept a proportionate cut. Net commission is the total commission less concessions, rebates and referral fees. Oral registration will not qualify a broker for commission. Broker must attend the auction with his/her client. Brokers acting as their own principal, representing a business entity owned fully or in part by the Broker or Brokers representing a family member, spouse or anyone living at their address are not eligible to collect a commission.

Auction Orange will collect the names of all unrepresented potential Bidders who may contact us or have us show them the property. Brokers representing any of these individuals after they have contacted us will not be eligible to collect a commission. Please ASK your client if he/she has contacted us on his or her own prior to submitting this form.

As part of this Broker Participation Agreement, the bidder must submit an opening bid for the property. Bidding will be opened with the highest of the opening bids and bidder may raise his/her bid during the live bidding. If the opening bid has met the reserve and is the highest bid, the opening bid submitted here will become the winning bid subject to the terms and conditions of this sale.

Opening Bid:_____ Property:_____

Opening Bid:_____ Property:_____

Opening Bid:_____ Property:_____

Opening Bid:_____ Property:_____

Broker agrees that he/she shall hold harmless and indemnify Auction Orange, including any reasonable attorney's fees, from any and all claims with regard to such commission. No exceptions will be made to the terms of this form.

Name of Broker:_____ License #_____

Company:_____ Phone:_____

Address:_____ Fax:_____

Bidder/Buyer Name:_____

Bidder/Buyer Address:_____

Bidder/Buyer Phone:_____ Fax:_____

I agree to the terms set forth herein and to the published Terms & Conditions of this auction sale.

Broker Signature:_____ Date:_____

Bidder/Buyer Signature:_____ Date:_____

Bidder/Buyer Signature:_____ Date:_____

Received by Auction Orange_____ Date:_____ Time:_____