

**TERMS AND CONDITIONS OF AUCTION  
BIDDER'S AFFIDAVIT  
TOWNECLUB CONDOMINIUMS  
AKA THE TOWNECLUB ON BERKMANS  
SPERRY VAN NESS/  
INTERSTATE AUCTION® COMPANY  
1100 Johnson Ferry Rd, Suite 588, Atlanta, GA 30342  
Phone 404-303-1232 ext 30 | Fax 404-303-7997**

THIS AGREEMENT, between, Interstate Auction® Company, hereinafter referred to as "Auctioneer", Sherman & Hemstreet Real Estate Company, hereinafter referred to as "Broker", and the undersigned "Bidder", entered into this 4th day of December, 2010, pursuant to the laws of the State of Georgia, is based upon mutual promises, undertaking and considerations recited herein in connection with the auction conducted on this date by Auctioneer and attended by Bidder. In order to be allowed to bid on the TowneClub Condominiums AKA The TowneClub on Berkman's ("Property") at the auction, Bidder must agree in writing to the following terms and conditions, and be issued a bid card from Auctioneer:

1. Auctioneer and Broker represent the Seller of the Property offered for sale by auction and do not represent the Bidder.
2. Bidder desires to bid upon Property offered at the auction.
3. Bidder has inspected the Property, and all information related to the Property made available to Bidder by Seller, Broker, and Auctioneer including but not limited to the TowneClub Condominium Documents and other related auction and property information for TowneClub Condominiums linked and available at:  
[http://www.interstateauction.com/2010/2010-12/414\\_Berckmans\\_Rd\\_Augusta\\_GA/index.html](http://www.interstateauction.com/2010/2010-12/414_Berckmans_Rd_Augusta_GA/index.html)
4. In consideration of the Seller, Broker, and Auctioneer allowing Bidder to bid on the Property at the auction, Bidder hereby acknowledges and agrees that if Bidder is the final high bidder for the Property, then Bidder will immediately upon being declared the final high bidder submit to Seller a written offer on the contract form provided by the Broker and Auctioneer for the Property, with no changes made by Bidder to the contract form. Bidder hereby acknowledges that Bidder has a copy of the contract form: AUCTION PURCHASE AND SALE AGREEMENT, and has read and understands the contract form.
5. Bidder agrees to make the required down payment upon signing the Auction Purchase and Sale Agreement by check payable to Sherman & Hemstreet Real Estate Company, the "Escrow Agent". Purchaser understands and agrees that the down payment checks may be held by Escrow Agent and not deposited unless and until the Auction Purchase and Sale Agreement is signed by all parties.
6. Seller, Broker, and Auctioneer have agreed that this sale is to be conducted by including a buyer's premium of Ten Percent (10%) paid by the Bidder upon the final high bid price as determined by the Auctioneer. Said buyer's premium shall be added to the high bid price to determine the purchase price. The purchase price shall be the total of the amount bid plus the buyer's premium.
7. Bidder acknowledges and agrees that payment of the Buyer's Premium shall not make the Broker or Auctioneer the agent of the Bidder and that Broker and Auctioneer will represent the Seller and not the Purchaser in the sale of the Property.

8. Seller reserves the right to accept or reject any and all bids and offers for any condominiums not offered at absolute auction.
9. Any offer made by Bidder will be open for acceptance or rejection by the Seller until Tuesday, December 7, 2010 at 5pm. If an offer made by Bidder is rejected by the Seller, Bidder will be promptly notified, and all earnest money will be promptly returned to Bidder, and Seller, Broker, and Auctioneer will have no further obligation to Bidder.
10. A two percent (2%) commission based on the high bid, will be paid to any properly licensed real estate agent who represents the Bidder, provided that the Bidder closes escrow for the Property and the real estate agent does all of the following:
  - a. Complete the official Broker Prospect Registration Form for the auction and submit it, via facsimile to Auctioneer by no later than 5:00pm on Friday, December 3, 2010. All buyers' broker registrations will be acknowledged by Auctioneer in writing.
  - b. Review the TERMS AND CONDITIONS OF AUCTION with the bidder.
  - c. Professionally assist the bidder by providing relevant advice and Property information.
  - d. Attend the auction with the Bidder or bid for the bidder with an approved limited power of attorney form.
  - e. Complete the Buyer's Broker information on the Auction Purchase and Sale Agreement.
11. The Purchaser will pay all closing costs. Taxes, rents and HOA dues will be prorated. All closings will be conducted by:

Scott Klosinski  
Attorney at Law  
Klosinski Overstreet, LLP  
#7 George C. Wilson Court  
Augusta, Georgia 30909  
706.863.2255  
706.863.5885 fax  
[scott@klosinski.com](mailto:scott@klosinski.com)
12. Auctioneer will control the increments of bidding and sale order and may suspend and resume bidding for any and all properties prior to the conclusion of the auction. For properties other than those offered at absolute auction, Auctioneer reserves the right to add or delete any property in this auction at any time prior to the conclusion of the auction, and to cancel the auction in whole or in part at any time.
13. Bidder acknowledges that Bidder has inspected any Property bidder will bid on, and Bidder is relying solely on Bidder's own investigation of the Property and not on any information provided or to be provided by Seller, Broker, or Auctioneer. Bidder further acknowledges and agrees that any information provided by or on behalf of Seller with respect to the Property including, without limitation, all information contained in any Property information package previously made available to Bidder by Seller, Broker, or Auctioneer was obtained from a variety of sources and that Seller, Broker, and Auctioneer make no representation as to the accuracy or completeness of such information.
14. Seller, Broker, and Auctioneer reserve the right to remove any Bidder from the auction for causing a disturbance or otherwise disrupting the auction. Bidder agrees to leave the property where the auction is conducted immediately upon being asked to do so by the Auctioneer.

15. The Property will be sold in "As Is" condition. The Seller, Broker, and Auctioneer make no warranty express or implied whatsoever regarding the property.
16. Bidder and anyone claiming by, through or under bidder hereby fully and irrevocably release Auctioneer and their respective employees, officers, directors, representatives and agents from any and all claims that buyer may now have or hereafter acquire against Auctioneer, their employees, officers, directors, representatives and agents for any cost, loss, liability, damage, expense, demand, action or cause of action arising from or related to any construction defects, errors, omissions or other conditions, including environmental matters, affecting the Property, or any portion thereof. This release includes claims of which buyer is presently unaware or which buyer does not presently suspect to exist in his favor which, if known by buyer, would materially affect buyer's release of Auctioneer. It is understood and agreed that the purchase price has been adjusted by prior negotiation to reflect that the Property is sold by Seller and purchased by bidder/purchaser subject to the foregoing.

Agreed to this 4th day of December, 2010 by:

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Bidder's Signature

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Print Name

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Auctioneer

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Broker