

J. P. KING AUCTION COMPANY, INC.

TERMS OF AUCTION

River Tower at South Bluffs Condominiums Memphis (Shelby County), Tennessee November 21, 2009

J. P. King Auction Company, Inc. (“King”), an Alabama corporation headquartered at 108 Fountain Avenue in Gadsden, Alabama 35901 (telephone 800-662-5464 or 256-546-5217 and facsimile 256-543-8036) and its Tennessee broker, J. Craig King (“Broker”) whose address is 108 Fountain Avenue, Gadsden, Alabama 35901 (King and its Broker being referred to herein collectively as “Auctioneer”) have contracted with River Tower at South Bluffs, LLC, a Delaware limited liability company (“Seller”) to offer to sell at public auction (“Auction”) certain real property (“Property”). These terms, plus any additions, deletions, and/or revisions announced by Auctioneer before the commencement of the Auction, represent the exclusive terms for the Auction (“Terms of Auction”).

1. **AGENCY:** Auctioneer is acting exclusively as an agent for Seller and not as an agent for any bidder (“Bidder”) or buyer (“Buyer”). No third-party broker is acting as a sub-agent of Auctioneer.
2. **COLLUSION:** Bid-rigging is a federal felony punishable by imprisonment and fine. Auctioneer will report all illegal conduct to the F.B.I. and cooperate with any prosecution.
3. **COPYRIGHT:** The Auction is the exclusive intellectual property of Auctioneer, covered by copyright protection, and may not be recorded, reproduced, or used in any form by anyone other than Auctioneer.
4. **PROPERTY:** The Property is described in the “Purchase Agreement and Deposit Receipt” (“Purchase Agreement”) and the condominium documents, a copy of which is available from Auctioneer, online at www.jpking.com, and posted at the Auction. No personal property will be conveyed with the Property.
5. **DUE DILIGENCE:** Seller and Auctioneer do not attempt to provide Bidder with all of the information Bidder may need to make an informed decision about the Auction and Property. Bidder should obtain professional advice and conduct due diligence on the Property, title commitment (available from Auctioneer and posted at the Auction), surrounding area, all information provided by Seller or Auctioneer, “Property Information Package” (available from Auctioneer, online at www.jpking.com, and posted at the Auction), public records, Terms of Auction, Auction, Purchase Agreement, the Condominium Documents, transaction contemplated, and all circumstances, defects, facts, issues, problems, and other relevant matters (collectively “Property Issues”). All information provided by Auctioneer came from Seller and is believed to be accurate, but neither Seller nor Auctioneer guarantees, represents, or warrants its accuracy or completeness and Bidder should not rely upon it without independent inspection and verification from sources Bidder knows to be reliable. Seller and Auctioneer are not required to update any information provided or published and shall have no liability on any basis for failing to do so.
6. **DISCLAIMER:** Participation in the Auction is at Bidder’s sole risk and Seller and Auctioneer, plus their agents, contractors, and employees, shall have no liability on any basis. The Property will be offered in “**AS IS, WHERE IS**” condition. To the fullest extent allowed by law, Seller and Auctioneer unconditionally disclaim any guarantee, representation, or warranty of every kind, whether expressed, implied, or statutory, whether oral or written, whether past, present, or future, with respect to all Property Issues, except as expressly provided in the Terms of Auction and the Purchase Agreement.
7. **DISCLOSURES:** The Property will be offered for sale and conveyed subject to all conditions, covenants, deeds, easements, reservations, restrictions, right-of-ways, title exceptions, and matters of record. Maps, depictions, and sketches in any materials related to the Property are for illustration purposes only and Seller and Auctioneer do not guarantee, represent, or warrant their accuracy or completeness.
Property Specific Disclosures: Property specific disclosures shall be attached to these Terms of Auction as referenced herein.

8. **REGISTRATION:** Any competent adult with a satisfactory photo identification who properly registers and complies with the Terms of Auction may bid. Auctioneer may refuse to register or expel any person who is disruptive, noncompliant, or previously caused a problem for Seller or Auctioneer. Any person intending to bid on behalf of another must present Auctioneer with an executed, enforceable, recorded, and unexpired power of attorney which is subject to Auctioneer's approval. The requirements for Bidder registration may be waived by Auctioneer with respect to any Bidder, without waiving same for any other Bidder. By registering, Bidder acknowledges receipt of the Terms of Auction and access to the Purchase Agreement and unconditionally and irrevocably agrees to be bound by both.

9. **BUYER'S PREMIUM:** A ten-percent (10.00%) buyer's premium shall be in effect for the Auction and added to the amount of the highest bid to arrive at the selling price for the Property ("total contract price"). The buyer's premium will apply to both the condominium units and storage units.

10. **AUCTION:** Auctioneer's discretion includes, but is not limited to, the auction method, bid-calling, bid increments, and determining the buyer. The decision of Auctioneer is final regarding all matters that arise before, during, or after the Auction. Bidder shall not retract any bid. Bidder's purchase shall be considered a single transaction whether of the whole or a fraction of the Property. The sale of any fraction of the Property shall not be contingent upon the sale of any other portion thereof, whether purchased by the same Buyer or not.

(a) The Property is scheduled to be sold using the "*High Bidder's Choice*" method of auction as follows:

1. The first ten (10) units as selected by the highest bidder will be sold by a sale to the highest respective bidder for each unit (absolute auction).

2. The remaining units will be offered for sale in an Auction with Reserve, subject to Seller's acceptance of the highest respective bid price for each unit.

(b) The initial highest Bidder will select any one or more of the units from the Property inventory designated for round-one bidding. Once the initial highest bidder has completed this selection, if any units in the round-one Property inventory remain available, bidding will resume in a second phase of bidding for the available units. The highest Bidder in the second phase of bidding will select any one or more of the available units from the Property inventory. This process will continue into a third and subsequent phases of bidding until all units in the Property inventory have been selected by their respective highest Bidders. Prior to starting the second and any subsequent phase of bidding, Seller and Auctioneer may offer Bidders, on a first-come-first-served basis, the opportunity to select any one or more of the unselected units included in the round-one Property inventory for the amount of the last highest Bidder's bid. Once a high Bidder has selected one or more units from the Property inventory, that Bidder may NOT exchange any unit previously selected, for any other unit.

(c) **Storage Units:** Storage unit numbers 34, 38, 40, 42, 44, 49, 68 & 76 will be offered as part of the auction inventory using the High Bidder's Choice method of auction as stated in (b) above. The storage units will be sold subject to Seller's acceptance of the highest respective bid for each storage unit. The storage units are assigned and controlled by the homeowner's association. Only a buyer at the auction or existing owner of a condominium unit may purchase a storage unit(s). The purchase of a storage unit is subject to the ten-percent (10%) buyer's premium.

11. **PURCHASE AGREEMENT:** This is a cash sale and not contingent upon any matter, including Buyer obtaining financing. Buyer shall immediately execute the Purchase Agreement and all related documents presented by Auctioneer to bind Bidder and Seller to the sale of the Property. Any Buyer purchasing on behalf of a business or arm of government ("artificial person") shall immediately execute the Purchase Agreement in both the artificial person's and buyer's names, until such time as the artificial person presents Auctioneer with acceptable, written evidence of the artificial person's good standing in its state of formation, plus written authority, in a form acceptable to Auctioneer, agreeing to be bound by the Purchase Agreement. The Terms of Auction are incorporated into the Purchase Agreement which defines the entire agreement between Seller and Buyer. The Terms of Auction complement the Purchase Agreement and, in the event of any conflict between them, the Purchase Agreement shall control in all instances. Buyer shall execute the Purchase Agreement and no addition, deletion, or revision shall be permitted.

12. **DEPOSIT:** Buyer shall immediately pay to the escrow/closing agent, in U. S. Dollars, an earnest money deposit of no less than five percent (5.00%) of the total contract price of the Property ("deposit"). If for any reason Buyer fails to timely execute the Purchase Agreement or pay the deposit, Seller has sole discretion, to: (a) pursue all legal and equitable remedies available against Buyer, or (b) declare Buyer's bid to be immediately forfeited, null, and void, without any requirement of notice, and immediately re-sell the Property to another buyer.

13. *CLOSING*: Closing shall be conducted at the office of Harkavy Shainberg Kaplan & Dunstan, PLC (“Escrow/Closing Agent”), whose address is 6060 Poplar Avenue, Suite #140, Memphis, TN 38119; telephone (901) 761-1263. Closing must occur on or before 5:00 p.m., December 21, 2009. Buyer will not be permitted to close until Buyer’s earnest money deposit check has cleared at the bank. Closing may be conducted by mail.

14. *ARBITRATION*: Any action, claim, controversy, counterclaim, dispute, or proceeding arising out of the Property Issues and involving Seller, Bidder, Buyer, or Auctioneer, in any combination, whether controlled by federal or state law, and whether an issue of law or equity, including the determination of the scope and applicability of this agreement to arbitrate, shall be determined and resolved exclusively by final and binding arbitration, with no appeal permitted, except as provided by applicable law for the judicial review or enforcement of arbitration decisions. The arbitration shall be administered by Judicial Arbitration and Mediation Services, Inc., or its successor, and decided by a panel of three (3) independent arbitrators. Judgment on the arbitration award may be entered in any court having jurisdiction. The parties waive the right to any legal action and trial by jury. The costs of arbitration, including the fees and expenses of the arbitrators, but not including the parties’ attorneys’ fees, shall initially be paid equally by them. The prevailing party shall be entitled to collect from the other its full costs associated with the arbitration, including reasonable attorneys’ fees. All aspects of any arbitration shall be permanently kept confidential and not disclosed in any form or manner to any entity, media, or person, and the parties shall jointly move the court entering judgment on the arbitration award to so order. Any arbitration must be commenced within two (2) years from the date when the cause of arbitration accrues or it will be forever barred. The right of arbitration shall accrue, and the two (2) year limitation period shall begin to run, on the date the breach, damage, or injury is sustained and not when the resulting damage or harm is discovered.

15. *CHOICE OF LAW, JURISDICTION, AND VENUE*: Any Auction matter shall be exclusively construed and governed in accordance with the laws of the State of Tennessee, without regard to its conflict of laws principles. The exclusive jurisdiction and venue for any controversy or claim between the parties shall be the City of Memphis in the County of Shelby in the State of Tennessee.

16. *MISCELLANEOUS*: The Terms of Auction shall bind Bidders and their agents, assigns, attorneys, beneficiaries, brokers, directors, distributees, employees, executors, heirs, legatees, officers, representatives, shareholders, and successors in interest. No deletion, modification, supplement, or waiver of any provision of the Terms of Auction shall be made, except by Auctioneer’s written revision or announcement at the Auction.

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PROPERTY SPECIFIC DISCLOSURES

DISCLAIMER: Seller and Auctioneer (this term to include Broker) do not, here or otherwise, attempt to provide Bidder with all of the information Bidder may need to conduct due diligence and make an informed decision about the Auction and Property. Participation in the Auction is at Bidder's sole risk and Seller and Auctioneer, plus their agents, brokers, contractors, employees, and representatives shall have no liability whatsoever on any basis. The Property will be offered and sold in "AS IS, WHERE IS" condition with all defects, faults, issues, and related problems. To the fullest extent allowed by law, Seller and Auctioneer unconditionally disclaim any guarantee, representation, or warranty of every kind, whether expressed, implied, or statutory, whether oral or written, whether past, present, or future, with respect to all issues and matters affecting, involving, or related in any way to the Auction and Property, except as expressly provided for in the *Terms of Auction* and the *Purchase Agreement and Deposit Receipt*. The disclosures that follow are made to Bidders to assist them in performing their due diligence, but this list is not represented to be complete or correct and there may be other defects, facts, faults, issues, items, problems, and other relevant matters affecting, involving, or related in some way to the Property. Bidders should govern themselves accordingly.

Mold and/or Mildew: Mold is a natural occurring microbe and mold should pose no health threat unless there are concentrated high levels in the living environment. If the Buyer is concerned or desires additional information, Buyer should consult an appropriate professional. Every Bidder should read and understand the mold and/or mildew statement contained in the Purchase Agreement.

Radon Gas: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to personnel who are exposed to it over time. Additional information regarding radon and radon testing may be obtained from the county public health unit.

Personal Property: No personal property will be conveyed with the real estate.

Contribution to Working Capital Funds. At the time of closing of the sale of each Unit, the Buyer shall pay to River Tower at South Bluffs Condominium Association, Inc. a non-refundable amount equal to two (2) times the first monthly assessment for such Unit.

Assessments: The Property is selling subject to the Declaration of Condominium for River Tower at South Bluffs, a Condominium, as recorded at Instrument No. 05212447 in the Shelby County, Tennessee Register of Deeds. The monthly assessment for each condominium unit is outlined in the condominium document package, entitled "2009 Unit Assessments". The association dues will be prorated through the date of closing between the Seller and the Buyer at the time of closing of the sale of the Property.

Lead-Based Paint: Residential dwellings built prior to 1978 may include lead-based paint. Buyer of such property must immediately execute a "Lead-Based Paint Waiver" in favor of Seller to be made part of the Sale Agreement, thereby waiving Buyer's right to conduct any risk assessment or inspection for lead-based paint hazards. Every Bidder should read and understand the lead hazard information pamphlet provided and the "Lead Warning Statement" in the Sale Agreement

Flood Zone: The Property may be located in a flood zone.

Storage Units: The storage units are assigned and controlled by the homeowner's association. Only a buyer at the auction or existing owner of a condominium unit may purchase a storage unit(s).