

EXHIBIT A

STATE OF NORTH CAROLINA

COUNTY OF ALAMANCE

**AUCTION MARKETING AGREEMENT AND BROKERAGE AGREEMENT**

THIS CONTRACT made this \_\_\_\_ day of \_\_\_\_\_ 2016, by and between TRI G GROUP, LLC d/b/a Quarry Hill Golf and Country Club hereinafter called "Seller" and IRON HORSE AUCTION CO., INC., professional auctioneers and real estate brokers of Rockingham, North Carolina, hereinafter called "Auctioneers":

WITNESSETH

That for and in consideration of Zero Percent (0%) commission on the real estate, of the last and final high bid price, the Parties hereby covenant and agree as follows: Said party has agreed that if the Initial Purchaser is the highest bidder, the auction company will limit its payment in this matter to \$25,000.00 which will be paid from closing proceeds as a part of the \$50,000.00 carve out. To the extend there is overbidding in excess of said amount, the auction company will charge a buyer's premium for said overage in the amount of Ten Percent (10%) of said overage.

1. The Auctioneers shall supply a sufficient amount of auctioneers, bid assistants, clerks, cashiers, as well as any other persons deemed necessary to properly perform an auction on the following:

REAL ESTATE:

Golf Course and Country Club known as Quarry Hills Country Club located at 1300 George Bason Road, Graham, NC 27253; known as Parcel ID# 152135 and found in Deed Book 2862, Page 0556, Alamance Country Registry.

2. That the auction is to be conducted online with a bid center ending located in Alamance County at 2:00 p.m. within 90-days of the approval of the Court. The sale will be held rain or shine. This auction is being conducted as a foreclosure auction under the laws of the State of North Carolina.
3. That all advertising, promotion and advertising layout will be conducted by AUCTION PROMOTIONS UNLIMITED; the in-house advertising agency of IRON HORSE AUCTION CO., INC. The advertising budget is \$3,800.00, which is an expense of the Seller. Advertising will consist of Facebook ads, signs and postcards. Any amount over and above the stated \$3,800.00 shall be at the expense of the Auctioneers. Advertising layout and creation fee included in the advertising budget. A certified accounting of all ads placed shall be provided to the Seller at the closing.
4. That the Seller is to prepare the property and have it in saleable condition on the day of the sale.

Seller Initials \_\_\_\_\_

Auctioneer Initials \_\_\_\_\_

5. That the Auctioneers shall be responsible only for the payment of the services of other auctioneers, bid assistants, clerks, cashiers, and other persons hired by the Auctioneers to perform said auction.
6. That the Auctioneers hereby agree to use their professional skill, knowledge, and experience; to the best advantage of both parties; in preparing for and conduction of the auction.
7. That no item shall be sold or withdrawn from the sale prior to the auction except by the mutual agreement between the Seller and the Auctioneers.
8. That it is agreed the property shall be sold to the highest bidder either individually, in any combination, or as a whole, at the discretion of the Auctioneers. That all bids will be final and no raise of bid period will be allowed.
9. That the Seller covenants and agrees that it has good title and the right to sell, and that the said property is free and clear of all liens and from encumbrances at the time of closing.
10. That the Seller agrees to provide merchantable title to the property and deliver title to buyer. Seller agrees to hold harmless the Auctioneers against any claims of any nature. Auctioneers act as agent only. The auctioneer shall be the Agent of the Seller only and at no time during the transaction shall represent anyone other than the Seller.
11. That in the event the Seller has any property purchased by a third party on behalf of the Seller; the full commission shall be due and payable as with any other sale.
12. That the Seller shall be responsible for the Seller's costs of sales, which are: advertising.
13. That a deposit of 20% of the final contract purchase price will be required from the buyer on the sale day and this deposit shall be made payable to the IRON HORSE AUCTION CO., INC. ESCROW ACCOUNT to be held in said escrow account until closing. In the event that a deposit is forfeited, the advertising budget shall be first paid from any forfeited funds. The balance of any funds shall be divided equally between the Auctioneers and the Seller; however, not to exceed the Auctioneer's previously stated commission, Buyer's Premium and advertising. This only applies to bidders other than the stalking horse bidder.
14. That the Auctioneers shall have the right to charge a Buyer's Premium in the amount of Ten Percent (10%), which shall be the property of the Auctioneers.
15. That should there be lien holders, whether individuals or institutions that the Auctioneer has the permission of the Seller to communicate with said lien holders. This communication is in purpose intended for the best and common interest of all parties concerned.

Seller Initials \_\_\_\_\_

Auctioneer Initials \_\_\_\_\_

16. That the Auctioneers' commission and right to reimbursement for costs advanced are a lien on the property herein involved and may be enforced as though it were a statutory lien.
17. That in the event the real property does not close, that the Auctioneers will retain an exclusive right to sell the listing on the property for a period of 60 days at the same commission and buyer's premium as noted in this agreement. This listing will be for a term beginning at the date of notification to the Seller and or Auctioneers that the real property for whatever reason is not going to close or was not sold at the Auction. In the event that a pre-auction or post-auction offer is made and accepted by the Seller, the commission, buyer's premium and advertising expense is the same as noted in this agreement.
18. That the Seller agrees that the Auction method is unsure and that while many parcels may sell for higher prices than expected, others may sell for a lesser price.
19. That any and all cause of action, which may arise as a result of this Contract, shall be interpreted in accordance with the laws of the State of North Carolina and any action brought thereon must be brought in the US Bankruptcy Court Middle District, Greensboro, North Carolina as the sole and exclusive venue.

IN TESTIMONY WHEREOF, said Seller has caused this Contract to be signed the day and year first written above.

SELLER

BY: \_\_\_\_\_(SEAL)  
TRI-G Group, LLC d/b/a Quarry Hill Golf  
and Country Club

IRON HORSE AUCTION CO., INC.

BY: \_\_\_\_\_(SEAL)  
AUCTIONEER