

FEB/17/2012/FRI 01:33 PM

FAX No.

P. 001

February 1, 2012

## LETTER OF ENGAGEMENT

In the matter of the *Securities And Exchange Commission V. Arthur Nadel, et al.*, Case No: 8:09-CV-87-T-26TBMIN, United States District Court, Middle District of Florida at Tampa.

Iron Horse Auction Company, Inc. and The Swicegood Group, Inc. "Iron Horse and Swicegood", as a co-brokerage and Auctioneers, agree to represent the United States Court Appointed Receiver, Burton W. Wiand ("Seller"), as agent in the sale of the real estate located at 4905 Waters Edge Drive, Raleigh, North Carolina ("Property") at public auction, free and clear of all liens and encumbrances.

The Receiver on his representation, authorize "Iron Horse and Swicegood" to enter into all the subject Property for the purpose of selling all the subject Property at public auction, subject to the final approval of the United States District Court for the Middle District of Florida. The auction will be held on Wednesday, March 28, 2012 at 2:00 p.m.

We will market and advertise the assets in a "Commercially Reasonable Manner" to insure that the assets are properly exposed to the buying public. Due to the high profile of this auction event we expect a large amount of press from the local and state media. The advertising campaign will include the use of a direct mail blitz using First Class Mail of the US Postal Service and to be sent to our list of known and potential buyers of these types of assets, preparation and distribution of the press release to all related medias, display type ads in the area newspapers and listing on 30 or more Internet websites related to the sale of real estate at public auction. Notice of the sale of the real estate will be posted in a newspaper regularly issued and of general circulation in the county, state, or judicial district of the United States wherein the Property is situated. The cost of the advertising campaign is an expense of the Seller and will not exceed \$13,500.00, which will be advertised by "Iron Horse and Swicegood" and will be reimbursed from the closing of each transaction. We propose to conduct the auction at a local area public facility within the judicial district of the united States where the Property is located that will be able to accommodate the projected crowd of potential buyers.

We will provide sufficient professional personnel to handle all parts of the transaction and to assure that every part of the transaction is handled to the highest level of confidentiality and professional conduct.

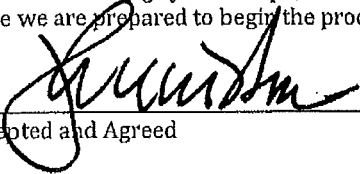
We will require the successful bidder to submit a deposit of 20% of the final auction contract purchase price, within 24 hours after the auction either by cashier's check, company or personal check accompanied by a Bank Letter of Guaranteed payment or bank wire, with the balance due within 30 days after the date of approval by the United States District Court for the Middle District of Florida. The Property will transfer via Receiver's Deed with no contingencies except the contingency of court approval and insurable title. The property will be sold AS IS, WHERE IS, with any and all faults except for the ability of the Seller to provide title insurance at the expense of the buyer.

"Iron Horse and Swicegood" will require an Order from the United States District Court for the Middle District of Florida to authorize the conduction of the auction, to sell the Property free and clear of all liens and encumbrances by "Iron Horse and Swicegood", as agent for the Seller.

"Iron Horse and Swicegood" will charge a commission of 3%, payable by the Seller from the closing proceeds and will charge the buyer, a buyer's premium of 7%, payable by the buyer, of which will be added to the final auction bid price to establish the final auction contract purchase price. Plus the cost of advertising and marketing, as previously noted,

## EXHIBIT 3


Please acknowledge your acceptance of this Letter of Engagement as noted below. Upon receipt of same we are prepared to begin the process to meet our proposed goals, time lines and objectives.

  
\_\_\_\_\_  
Accepted and Agreed

By the authorized representative of Iron Horse Auction Company, Inc.

\_\_\_\_\_  
Accepted and Agreed

By the authorized representative of The Swicgood Group, Inc.

  
\_\_\_\_\_  
Accepted and Agreed

By Seller, Burton W. Wiand, Court-Appointed Receiver in the matter of *Securities And Exchange Commission V. Arthur Nadel, et al.*, Case No: 8:09-CV-87-T-26TBMIN

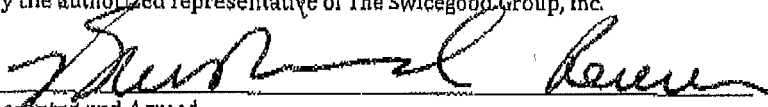
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