

TERMS AND CONDITIONS OF PUBLIC AUCTION

1. Services provided by MYRON BOWLING AUCTIONEERS MEXICO SA DE CV ("The Auctioneer") are governed by these terms and conditions. By participating in this auction as a bidder, you agree and approve to know these terms and conditions and any additional terms that can be applied by the seller or to be announced at the auction.
2. **THE AUCTIONEER** reserves the right to register any person or entity, at any time in its sole discretion without liability.
3. The prices quoted in this auction are in U.S. dollars. The exchange rate will be based on 12.90 **MXN** (Mexican Currency) for each dollar of the United States of America.
4. Bidders must examine and inspect items, on the following dates: 2012 March 16th, 17th, 20th and 21st, from 09:00 to 17:00 hrs at the following address: Mexico- Cuautla Highway, Km 38.5, Chalco de Diaz Covarrubias, 56600, State of Mexico.
5. All assets of the auction will be sold to the bidder offering the highest bid considered, however, some goods may be auctioned with minimum reserve prices, or could be subject to confirmation by the seller. **THE AUCTIONEER** reserves the right to reject any bid that is only a minimal increase of the previous position, which does not correspond with the actual value of the property being offered, also, **THE AUCTIONEER** reserves the right to reject any bid that according with its opinion was made illegally or with intent to defraud. In addition, **THE AUCTIONEER**, its affiliate or subsidiaries, may bid at the auction either for its own account or on behalf of third parties. In the case of a dispute between bidders, **THE AUCTIONEER**, may, in its sole discretion, accept what it considers to be the final bid or request further bids for the property in dispute. Auctioneer's decision shall not be appealed. All sales are final, any return or refunds are not allowed, unless authorized by the seller in writing.
6. In the event of any dispute concerning the winning bid price for any good, the technical and/or electronic records held by **THE AUCTIONEER** will be those who decide.
7. **Everything is sold "AS IS, WHERE IS"** and neither the seller nor **THE AUCTIONEER** provide no warranty or guarantee expressed or implied regarding nature, quality, value or condition for any asset. **THE AUCTIONEER** and the seller expressly disclaim any warranties of merchantability or capacity for any specific purpose.
8. To register for the auction the bidder must make a warranty deposit of 2,000.00 USD - (two thousand U.S. dollars) to bid for 20 lots in the white category or 4,000.00 USD - (Four thousand U.S. dollars) to bid for 10 lots in the yellow category.
Buyers who participate via internet should send the deposit proof to the following e-mail address or Fax: gloriar@myronbowling.com.mx /+52 (722) 211 7694 for the attention of Gloria Rivas. Once the security deposit is recognized, the bidder will receive an e-mail with the registration key to access the system and bid online.
9. Those buyers, who participate in living, shall submit to the registration desk their payment and they will be given a paddle with the assigned bidder number. If the buyer does not purchase any lot during the auction, the guarantee (s) amount will be refund within no more than 3 business days to the account from which the deposit proceed.
9. Applicable taxes on any sale will be charged according to the current VAT (16%) on the total amount of each purchase.
10. **THE AUCTIONEER** will charge (for each bidder that wins) a buyer's premium of 13.5% on the amount of the total purchase made at the auction. This commission will be charged plus the current Value Added Tax (16%).
11. Winning bidders will receive via e-mail, to the given address at the moment of registration, a statement with the information of an account where they must deposit the total amount (s) of the purchase (s) made.
12. Full payment of the award price (purchase) should be held no later than 48 hours after the bidder has received the statement (invoice-voucher) or by the second business day after the auction (March 26th).
Without limiting the foregoing, full payment of the balance of the total amount of the purchase should be settled prior to the removal of any awarded property. In the event the bidder fails to make the payment in full (including additional buyer's premium and any applicable tax) or any failure to comply with these terms and conditions within the specified time, **THE AUCTIONEER** and the seller will retain the advanced guarantee payment as liquidated damages (penalty for failure).
THE AUCTIONEER and the seller reserve the right to resell such property without notice and by default the purchaser is liable for any deficiency arising or affecting **THE AUCTIONEER** or the seller, including costs incurred for storage or resale of such goods.
13. **THE AUCTIONEER** accepts the following payment methods: wire transfer, deposits by check, cashier's check, certified check, debit and credit card except for American Express and direct deposit at the bank window.
Important:
 - In case of cash deposits at the bank window, a 3% tax of the total amount of the deposit will be charged to the buyer (according to the Mexican "IDE" Impuesto a Depositos en Efectivo).
 - In case of payment by credit or debit card, the buyer must pay a 2.5% tax on the total amount corresponding to the commission.
 - All types of payments should be made to: MYRON BOWLING AUCTIONEERS MEXICO SA DE CV.**IMPORTANT NOTE:** PAYMENTS IN CASH WILL NOT BE ACCEPTED THE DAY OF THE EVENT UNDER ANY CIRCUMSTANCES.

14. By participating in the auction, each bidder warrants and agrees that:
 - Does not misrepresent its ability to close the transaction resulting in the terms and conditions of sale
 - Has the legal capacity to close the transaction.
 - Has the authority to perform postures and be agreed with the acquired good.
15. Offers in absentia will be accepted.
16. **THE AUCTIONEER** has the right to remove assets from the auction before or after it has carried out the process of bidding. In this case, a refund for the paid amount will be made to the affected purchaser.
17. The lot catalog has been prepared as a guide based on information from sources presumably reliable; its accuracy is not guaranteed nor offered. No position may be invalidated. **THE AUCTIONEER** and the seller assume no responsibility; make no representations or warranties about the descriptions of the goods contained within the advertising of the auction. "It is the obligation of the bidder to check the descriptions by physical inspection under its expenses and risks, which can make use of specialists, mechanical or any appropriate personnel without restriction, as long as they have requested appointment for inspection."
18. Neither **THE AUCTIONEER** nor the seller shall be liable for damages of any kind or nature (whether in contract, tort or otherwise) sustained or claimed by any bidder, person or entity in connection with the auction. Without limiting the foregoing, in no event the responsibility of **THE AUCTIONEER** for any bidder or omission occurring in connection with the auction shall exceed the amount that such bidder has actually **THE AUCTIONEER** for the item(s) awarded.
19. Billing will be done by **THE AUCTIONEER** within a period no longer than 15 business days after payment of the full amount awarded (including buyer's premium and any applicable tax). After goods are invoiced, no re-billing or modifications of any kind will be made.
20. Removal of items will take place, by appointment, on March: 28th , 29th 30th and On April: 2nd , Tuesday 3rd, 4th , 9th , 10th , 11th , 12th , 13th , 16th , 17th , 18th and 19th , from 9:00 a.m. to 5:00 p.m.
THE AUCTIONEER determines which goods do not require specialized rigging services for its removal. In these cases the removal process can be done only by the seller responsibly with the necessary care for security premises, as long as **THE AUCTIONEER** staff has provided previous authorization.
 For lots that require specialized removal process **THE AUCTIONEER** authorizes specific rigging services. However, buyers can do removals with any rigging service of their trust as long as they present to **THE AUCTIONEER** staff the following documentation: Incorporation Agreement of the company, Power of Attorney of the Legal Representative of the company, official ID of legal representative of the company, social security of workers who will perform the removal, proof of residency of the

company and liability insurance for the total amount of \$1,000,000.00 (one million U.S. dollars).

Important note: no buyer can move any property unless they have an authorization signed by a representative of **THE AUCTIONEER**.

If the buyer does not remove the property within the indicated period of time, the purchaser shall be deemed to have waived the right of the good and the buyer will automatically assign all rights in it. **THE AUCTIONEER** reserves the right to charge the Buyer for storage costs after the specified period of removal.

21. Each person walks into the auction and removal at their own risk with the warning of conditions, premises and activities that have been or will be performed in it. The bidders shall give notice to its agents and employees. No person shall hold any claim against **THE AUCTIONEER**, the seller or their respective agents or employees for any damage, injury or property loss sustained to occur at the site where the goods are located.
22. It is the sole responsibility of the bidder to meet all government safety standards for removal, environmental care, transport and use of the acquired assets. Certain properties for sale may contain "dangerous substances" as defined under federal law and regulations of state and local governments. **THE AUCTIONEER** has no obligation to remove any dangerous substance that is contained in any good. Buyers agree not to sue and indemnify **THE AUCTIONEER** for damages or injuries as well as for the obligations and waive or reimburse for expenses paid or payable during the legal process, (including fees and costs of legal representative) and other costs incurred by **THE AUCTIONEER** in connection with the sale, removal, transport or use of any of the awarded assets.
23. Exportation (if any): the motions and any other documentation necessary to allow the exportation of the assets will be delivered as well as the original customs declarations cleared by custom Mexican authorities. The Purchaser shall bear all expenses generated from such export.
24. None of the conditions set out in these bases or the submitted bids are negotiable. For any questions or comments regarding this auction please call at (01 722) 211 2883 o al 01 800 699 6269.