

TERMS AND CONDITIONS OF PUBLIC AUCTION

- Services provided by MYRON BOWLING AUCTIONEERS MEXICO SA DE CV 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.
- All possible bidders must register at the offices of Myron Bowling from January 23rd to 30th 2012 and/or via website www.myronbowling.com.mx during 24 hrs. (The data provided to our system by the customer will appear on statements and invoices, please enter them correctly)
- To register for the auction you must make a deposit to MYRON BOWLING AUCTIONEERS MEXICO SA DE CV by the following amount:
 - **Warranty 1:** a deposit of \$ 2,000.00. - (two thousand U.S. dollars) and you can bid for 5 lots in this category.
- Bidders may deposit the specified amount by any means: either directly with your bank or if you prefer, you can make an electronic deposit to our "CLABE" interbank account that appears in the same tab. The deposit receipt must be sent to the following e-mail or Fax: gloriar@myronbowling.com.mx /+52 (722) 211 7694 for the attention of Gloria Rivas.
- Once the security deposit is identified, the bidder will receive an e-mail with the registration key to access the system and bid online.
- The guarantee amount will allow you to participate in the auction. If you do 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.
- The prices quoted in this auction are in U.S. dollars, the exchange rate will be based on \$13.50 (Mexican Currency)
- MYRON BOWLING AUCTIONEERS MEXICO SA DE CV reserve the right to register any person or entity, at any time and in its sole discretion without liability.
- Offers in absentia will be accepted.
- Bidders must examine and inspect the goods on January 26th and 27th, 2012 from 10:00 to

18:00 hours, by appointment, at the following location: 32.5 KM on the México- Querétaro highway, Tepalcapa, Tultitlan.

- 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. MYRON BOWLING AUCTIONEERS MEXICO SA DE CV 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 MYRONBOWLING AUCTIONEERS MEXICO SA DE CV, reserve the right to reject any bid that according with its opinion was made illegally or with intent to defraud. In addition, MYRON BOWLING AUCTIONEERS MEXICO SA CV, 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, MYRON BOWLING AUCTIONEERS MEXICO SA DE CV, may, in its sole discretion, accept what it considers to be the final bid or request further bids for the property in dispute. All sales are final, any return or refunds are not allowed, unless authorized by the seller in writing.

- All items are sold in the conditions they are, where they are located and neither the seller nor MYRON BOWLING AUCTIONEERS MEXICO SA DE CV provide no warranty or guarantee expressed or implied regarding nature quality, value or condition for any asset. MYRON BOWLING AUCTIONEERS MEXICO SA DE CV and the seller expressly disclaim any warranties of merchantability or capacity for any specific purpose. MYRON BOWLINGAUCTIONEERS MEXICO SA DE CV will announce if any property has a warranty by the manufacturer at the time that the property is being offered for sale.

- 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.

- In the event of any dispute concerning the winning bid price for any good, the records held by MYRON BOWLING AUCTIONEERS MEXICO SA DE CV will be those who decide.

- Winning bidders will receive via e-mail, to the given address, a statement with the information of a referenced account where they must deposit the total amount (s) of the purchase (s) made. In the case of winning bidders involving the Internet, they will receive their statement to the given address at the moment of registration.

- MYRON BOWLING AUCTIONEERS MEXICO SA DE CV will charge (for each bidder that wins) a buyer's premium of 13.5% for each sale made at the auction, additional to the auction price.
- Applicable taxes will be 16% VAT on the final bid price on each purchase; MYRON BOWLING AUCTIONEERS MEXICO SA DE CV will not be liable for any procedures relating to taxes of any kind, legalization fees, completion of any transaction, importation or exportation of the auctioned goods.
- 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 third business day after the auction (February 3th). 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) within the specified time by MYRON BOWLING AUCTIONEERS MEXICO SA SA DE CV or any failure to comply with the terms and conditions. MYRON BOWLING AUCTIONEERS MEXICO SA DE CV and the seller will retain the advanced guarantee payment and charge a penalty of 25% of the total amount of the purchase, as liquidated damages (penalty for failure). MYRON BOWLING AUCTIONEERS MEXICO SA DE CV 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 MYRON BOWLING AUCTIONEERS MEXICO SA DE CV or the seller, including costs incurred for storage or resale of such goods.
- MYRON BOWLING AUCTIONEERS MEXICO SA DE CV, accepts the following payment methods: wire transfer, deposits by check, cashier's check, certified check, credit card, debit card, direct cash deposit at the bank window.

IMPORTANT NOTE: for cash deposits, a 3% tax will be charged (Mexican "IDE" Impuesto a Depositos en Efectivo)

- MYRON BOWLING AUCTIONEERS MEXICO SA DE CV accepts the following payment methods: Electronic transfers and direct payment in the bank, all types of payment will be made to: MYRON BOWLING AUCTIONEERS MEXICO SA DE CV.
- By participating in the auction, each bidder represents 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.
- Any position held on an item is an irrevocable offer to purchase the property for the full amount of the position.
- MYRON BOWLING AUCTIONEERS MEXICO SA DE CV 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 purchaser.
- MYRON BOWLING AUCTIONEERS MEXICO SA DE CV will announce the day of the auction any additions or deletions from the lot catalog. MYRON BOWLING AUCTIONEERS MEXICO SA DE CV 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."**
- Neither MYRON BOWLING AUCTIONEERS MEXICO SA DE CV 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 MYRON BOWLING AUCTIONEERS MEXICO SA DE CV for any bidder or omission occurring in connection with the auction shall exceed the amount that such bidder has actually paid MYRON BOWLING AUCTIONEERS MEXICO SA DE CV for the item (s) awarded.
- Billing will be done by MYRON BOWLING AUCTIONEERS MEXICO SA DE CV within a period no longer than 15 business days after payment of the full amount awarded. For billing in the case of commission, this will be held by MYRON BOWLING AUCTIONEERS MEXICO SA DE CV. By submitting the cleared bill and once it is checked by the authorized staff the customer

can proceed to remove the awarded goods. **Important: After goods are invoiced, no re-billing or modifications of any kind will be made.**

- Bills for purchased goods will be delivered on the physical location of the goods. Bills for fee (buyer's premium) will be delivered electronically by e-mail, the same day.

- Removal of goods may be carried with any company that would fully insure any damage to third parties.

- Removal of goods must be scheduled with the person in charge of the court which the properties are located, on the following days: February 2nd, 3rd, 6th, 7th, 8th, 9th and 10th. Customers must submit a copy of the cleared statement account (100% paid) and copy of the buyer's ID or legal representative in case of entity. **Important: We charge a penalty of \$ 100 (Mexican currency) per lot for each subsequent day after the withdrawal period ends.**

- Removal will be conducted responsibly and with the necessary care for the premises of the seller. Any buyer can't move any good unless it is accompanied by a representative of MYRON BOWLING AUCTIONEERS MEXICO DE CV and /or the seller, within the facilities where items are located. The buyer is committed to restore and repair any damage done to private property as a result of the removal of any good. 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. MYRON BOWLING AUCTIONEERS MEXICO SA DE CV reserves the right to charge the Buyer for storage costs after the specified period of removal.

- 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 MYRON BOWLING AUCTIONEERS MEXICO SA DE CV, 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 physically located.

- 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. MYRON BOWLING AUCTIONEERS MEXICO SA De CV has no obligation to remove any dangerous substance that is contained in any good. Buyers agree not to sue and indemnify MYRON BOWLING AUCTIONEERS MEXICO SA DE CV 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 MYRON BOWLING AUCTIONEERS MEXICO SA DE CV in connection with the sale, removal, transport or use of any of the awarded assets.

- None of the conditions set out in the bases or the submitted bids will be negotiated. For any questions or comments regarding this auction please call at (01 722) 327 8215.