

ALEX COOPER AUCTIONEERS, INC.
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Terms of Sale for Public Auction of Chattels Located at Braddock & Memorial Hospitals on December 9, 2009

All sales are final with no returns allowed. CASH or CERTIFIED CHECK ONLY, NO CREDIT CARDS ACCEPTED. (Personal checks only accepted when accompanied with a Bank letter of guarantee, no exceptions.) Purchaser(s) immediate removal required. 10% buyer's premium added to price. All items sold as part of the public auction to any purchaser(s) shall be in an "as is" "where is" condition and with all faults, and without any warranties or representations, either express or implied.

PLEASE NOTE: All bidders and others attending this auction agree that they have read and fully understand these terms and agree to be bound thereby.

Identification – All purchasers of items at this auction ("Purchasers" or individually, "Purchaser") are required to have a bidder's number card. The bid card will be valid for this sale only and may be received by completing the attached form.

Addition to or withdrawal from sale – Alex Cooper Auctioneers, Inc. ("Alex Cooper") reserves the right to withdraw from sale any of the items listed or to sell at this auction items not listed, and also reserves the right to group one or more lots into one or more selling lots or to subdivide into two or more selling lots. Whenever the best interest of the seller will be served, Alex Cooper reserves the right to sell all of the items listed in bulk.

Dispute between bidders – If any dispute arises between two or more bidders, Alex Cooper may decide the sale or may immediately put the item or lot up for sale again and resell to the highest bidder. The decision of Alex Cooper shall be final and absolute.

Sale by estimated count, measure and weight – Where items are to be sold by estimated count, measure or weight, the Purchaser will be billed for and required to pay for the estimated count, measure or weight. If, when removed, any shortage exists, the Purchaser will receive a refund at the rate of purchase. If there is an excess, the Purchaser is to accept and pay for this excess at the rate of purchase.

Reserve – Alex Cooper reserves the right to reject any and all bids. On items or lots, if any, for which there is a reserve established hereunder with the consent of Alex Cooper, Alex Cooper shall have the right to bid on behalf of Seller.

CONDITION OF ITEMS SOLD – ALEX COOPER SHALL NOT BE RESPONSIBLE FOR THE CORRECT DESCRIPTION, AUTHENTICITY, GENUINENESS OF, OR DEFECT IN ANY ITEM OR LOT AND MAKES NO WARRANTY IN CONNECTION THEREWITH. NO ALLOWANCE WILL BE MADE OR SALE SET ASIDE ON ACCOUNT OF ANY INCORRECTNESS, ERROR IN CATALOGUING OR ANY IMPERFECTION NOT NOTED. NO DEDUCTION WILL BE ALLOWED ON DAMAGED ARTICLES AS ALL ITEMS BEING EXPOSED FOR PUBLIC EXHIBITION ARE SOLD "AS IS" AND WITHOUT RECOURSE. *NOTE: UPHOLSTERED FURNITURE HAS NOT BEEN DISINFECTED.

Time of payment – All bills must be paid in full before leaving the premises on the day of sale, unless other arrangements have been made.

Manner of payment – All bills must be paid in good funds to a representative of Alex Cooper at the auction location unless otherwise announced. The full purchase price on items or lots sold to the same buyer must be paid within the time fixed and before removal of any of the items. Alex Cooper may refuse to accept personal checks

Compliance with terms of sale – In default of payment of bills in full within the time herein specified, Alex Cooper in addition to all other remedies allowed by law, may retain all monies received as deposit or otherwise, as liquidated damages. Items or lots not paid for and removed within the time specified herein may be resold at public or private sale without further notice, and any deficiency, together with all expenses and costs of re-sale will be paid by the defaulting Purchaser.

Additional terms and conditions – Any additional terms or conditions of sale, added by Alex Cooper, shall be announced prior to auction.

Removal – Removal shall be at the expense, liability, and risk of the Purchaser. Purchases can be removed only on presentation of paid bill. *Immediate removal required. Alex Cooper shall not be responsible for items not removed within the time specified, and shall have the option of removing and storing at the expense and risk of the Purchaser any article purchased. Neither Seller nor Alex Cooper is liable under any circumstance for, and Purchaser hereby unconditionally and irrevocably agrees to indemnify, defend and hold harmless Seller and Alex Cooper against, any and all claims, losses, damages, costs or expenses directly or indirectly connected with, relating to or arising from or out of the removal of purchased items from Seller's Premises, including, but not limited to, any (i) loss or damage that may occur to purchased items or Seller's Premises, (ii) injury incurred by any staff, employee, agent, contractor or any other person acting for or on behalf of Seller or Purchaser with respect to the removal of purchased items from Seller's Premises or (iii) any discharge, spillage, uncontrolled loss, seepage or filtration of any flammable, explosive, radioactive or reactive materials, any pollutants, contaminants or other hazardous, dangerous or toxic chemicals, materials or substances, any petroleum products or substances or compounds containing petroleum products, including gasoline, diesel fuel and oil, any polychlorinated biphenyls or substances or compounds containing polychlorinated biphenyls, and any other hazardous material or substance on Seller's Premises.

Non-delivery responsibility – Alex Cooper shall not in any event, be liable for non-removal or for any other matter or thing, to any Purchaser of any item or lot, other than for the return to the Purchaser of the deposit or sum paid on said item or lot, should the Purchaser be entitled to it.

Claims – No claims will be allowed after items are removed from premises.

Personal and Property risk – Persons attending during exhibition, sale or removal of items assume all risks of damage of or loss to person and property and specifically release Seller and Alex Cooper from liability therefore. Neither Seller, nor Alex Cooper, nor Alex Cooper's principal shall be liable by reason of any defect in or condition of Seller's Premises.

Records – The record of sale kept by Alex Cooper and bookkeeper will be taken as final in the event of any dispute.

Agency – Alex Cooper is acting as agent only and is not responsible for acts of its principals.

Sales Tax – The hammer price and buyer's premium are treated as the total purchase price and, therefore, is subject to a 6% (six percent) Maryland State sales tax.

Bidder # _____ Business Name _____ Name _____

Address _____ City _____ State _____ Zip Code _____

Telephone _____ Drivers License _____

Signature X _____ I agree to the above terms of sale.