

TERMS OF SALE

Daley-Hodkin LLC (the "Auctioneer") hereby sells the inventory (the "Inventory ") of Liberty Umbrella Company, Inc. ("Liberty" or the "Debtor") located at 111 Port Jersey Boulevard, Jersey City, New Jersey. All of the Inventory is sold "AS IS" and "WHERE IS" without any representation or warranty whatsoever, expressed or implied, including, but not limited to, any and all representations or warranties as to title, quality, condition, description, merchantability or fitness for any purpose.

All bidders must register to become eligible to bid. All bidders attending the auction are required to provide their bid paddle number at time of knockdown and a minimum first deposit of \$200 or twenty-five (25%) percent of the Bid Price, whichever is greater. **Payment of the entire balance must be made within 24 hours after the sale is concluded, and must be made prior to the removal of any Inventory purchased.**

In the event a bidder fails to provide the requisite deposit, the Auctioneer may, without notice to the purchaser, resell the Inventory anytime during or after the sale. All deposits and payments shall consist of cash, cashier's check, cash equivalent, wire transfer or certified funds made payable to Daley-Hodkin LLC. Signed checks will be accepted only if accompanied by a bank letter, drawn on a bank which is acceptable to the Auctioneer, and which states that the bank will guarantee payment up to a specified amount (**THIS LETTER MUST CONTAIN THE WORDS "GUARANTEE PAYMENT"**). Signed checks delivered to the Auctioneer by the buyer, omitting the dollar amounts will be completed and deposited by the Auctioneer at the conclusion of the auction sale.

All bidders will be subject to a ten (10%) percent buyer's premium which will be added to the purchase price of each lot and will be included in your invoice.

The Auctioneer reserves the right to sell in bulk, consecutive lot number order, or in any order he deems suitable. In the event of any disputed bid the Auctioneer reserves the right to put the disputed lot up for rebid. The auction sheets and records of sale as set forth by the Auctioneer must be accepted as final by all purchasers. The Auctioneer is not bound by any actions or statements made by any person other than himself. In the event the Auctioneer is unable to release any lot to a purchaser, the extent of the Auctioneer's liability will be to refund any funds collected from the purchaser against that lot.

All Inventory must be removed by the purchaser at its own risk and expense and in compliance with all applicable laws, regulations or ordinances, and completed in accordance with the terms stated by the Auctioneer. No allowances or adjustment of any kind will be made once the purchased Inventory is removed from the sale premises. After the sale day bookkeeping is completed, some Inventory may be permitted to be removed, provided payment in full has been received by the auctioneer. All Inventory must be removed from the premises by Friday, July 25 and must be removed during the hours of 9:00 A.M to 4:00 P.M. The Auctioneer, in its discretion, may modify or extend any of the above referenced removal deadlines. Buyers will be assigned a checker to escort them to their purchases on a first come, first served basis.

Any Inventory which is not removed by the final removal date shall be deemed abandoned and forfeited. If the purchaser fails to comply with the terms of final payment and/or removal, the Auctioneer reserves the right to resell the lot(s) concerned, without notice to the purchaser and any payments made by purchaser will be forfeited. The purchaser will remain liable for any deficiency as well as expenses incurred in connection with the resale or removal of any abandoned and forfeited Inventory.

All information, materials and reports, either verbal or printed that have been provided by the Auctioneer are correct to the best of our knowledge, but in no other way is accuracy of same guaranteed by the Auctioneer. Purchasers shall rely on their own due diligence and inspection.

The Trustee, Kenneth P. Silverman, Esq. reserves the right to confirm or reject any and all bids. This auction is conducted under the auspices of the U.S. Bankruptcy Court, Southern District of New York. Confirmation of all bids will occur immediately upon conclusion of auction sale.

NEW JERSEY: Applicable seven (7%) percent sales tax must be paid to the Auctioneer on all purchases including the buyer's premium. Exceptions: Properly completed New Jersey Resale Certificates, Exemption Certificates or Resale Certificates for non-New Jersey vendors will be accepted from qualified buyers. New Jersey Resale Certificates for non-New Jersey vendors will be accepted provided they have a registration number with another state and that the person making the removal provides photograph identification. Sales tax will be collected on all other out of state purchases. This sales tax will be refunded directly to the purchaser upon receipt of a properly completed bill of lading from a common carrier showing out of state delivery of the Assets purchased if received prior to the 15th day of the next month. Otherwise, refunds must be obtained directly from the New Jersey Sales Tax Bureau. IRS regulations require us to report all cash payments, as defined by the IRS, exceeding \$10,000 from any purchaser for one or more related transactions.

These terms supersede any other posted or printed Terms of Sale and are read at the beginning of the sale, posted on the premises and made available to bidders at the time of registration. Prospective purchasers are deemed to have full knowledge of same regardless of what time they entered the sale premises or method of bidding. Modification or waiver of any portion of these Terms of Sale or additional terms and conditions of sale may be made by the Auctioneer at any time and said modification shall not affect any other portion of the Terms of Sale. A successful bid is considered acceptance of the above terms and is a binding contract.

I hereby acknowledge that I have read, understand and agree to the Terms of Sale as detailed above.

X _____
Signature Date Buyer Number