

Attorney or Party Name, Address, Telephone & FAX Numbers, and California State Bar Number Howard J. Weg (State Bar No. 91057) Susy Li (State Bar No. 216246) PEITZMAN, WEG & KEMPINSKY LLP 10100 Santa Monica Blvd., Suite 1450 Los Angeles, CA 90067 Tel: 310-552-3100; Fax: 310-552-3101	FOR COURT USE ONLY
UNITED STATES BANKRUPTCY COURT CENTRAL DISTRICT OF CALIFORNIA	
In re: Phillip J. Greco and Jane A. Fisher; Stallion Recoveries, Ltd.; Stallion USA, LLC, Debtor(s).	CASE NO.: SV 04-12773 (Jointly Administered with Case Nos. SV 04-13842 MT and SV 04-15449 MT)

NOTICE OF SALE OF ESTATE PROPERTY

Sale Date: 4/5/07, and subsequent auctions as necessary	Time: 10:00 a.m.
Location: Auctions By The Bay, Inc., 2751 Todd Street, Alameda, CA 94501	

Type of Sale: Public Private Last date to file objections: 9/6/06

Description of Property to be Sold: Certain artifacts, including those listed on Exhibit A attached hereto.

Terms and Conditions of Sale: Property will be sold on an as is, where is basis without any warranty expressed or implied pursuant to 11 U.S.C. § 363 and Fed. R. Bank. P. 6004. See Exhibit B attached hereto for additional terms and conditions of sale.

Proposed Sale Price: To be determined at auction.

Overbid Procedure (If Any): See Exhibit B attached hereto.

If property is to be sold free and clear of liens or other interests, list date, time and location of hearing: 9/20/06
2:00 p.m.

Contact Person for Potential Bidders (include name, address, telephone, fax and/or e:mail address):

Susy Li, Esq.
Peitzman, Weg & Kempinsky LLP
10100 Santa Monica Blvd., Suite 1450
Los Angeles, CA 90067
Tel: 310-552-3100; Fax: 310-552-3101

Date: 3/15/07

GRECO APRIL 5, 2007 AUCTION

LOT #	DESCRIPTION
2132	Two Qing Blue and White Wine Jars
2133	Ten Ming Kraak Blue and White Chargers
2134	Twelve Chinese Blue and White Jarlets
2139	Ten Ming Kraak Blue and White Chargers
2135	Three Qing Blue and White Dragon Ginger Jars
2035	Four Philippine Brown Glazed Trade Jars
2136	Five Qing Blue and White Stick Neck Dragon Vases
2077	Philippine Ochre Glazed Storage Jar
2137	Six Ming Swatow Blue and White Bowls
2138	Two Qing Blue and White Wine Jars
2147	Ten Ming Kraak Blue and White Chargers
2140	Twelve Chinese Blue and White Jarlets
2145	Ten Ming Kraak Blue and White Chargers
2141	Three Qing Blue and White Phoenix and Dragon Ginger Jars
2143	Three Philippine Brown Glazed Wine Jars
2142	Five Qing Blue and White Lotus Vases
2078	Massive Philippine Brown Glazed Storage Jar
2144	Five Ming Swatow Blue and White Bowls
2146	Two Qing Blue and White Wine Jars
2151	Ten Ming Kraak Blue and White Chargers
2150	Twelve Chinese Blue and White Jarlets
2148	Ten Qing Blue and White Bowls
2149	Three Qing Blue and White Dragon Ginger Jars
2026	Two Han Green Glazed Hu
2152	Five Qing Blue and White Dragon Vases
2083	Philippine Brown Glazed Storage Jar
2154	Five Blue and White Bowls
2153	Two Qing Blue and White Wine Jars
2155	Ten Ming Kraak Blue and White Chargers
2156	Twelve Chinese Blue and White Jarlets
2167	Ten Qing Blue and White Bowls
2079	Two Vietnamese Vases with Stylized Vine Decoration
2122	Two Jars with Loop Handles Covered by Marine Encrustation
2157	Five Qing Blue and White Landscape Vases
2160	Five Ming Swatow Blue and White Bowls
2159	Two Qing Blue and White Wine Jars
2158	Ten Ming Kraak Blue and White Chargers
2161	Twelve Chinese Blue and White Jarlets
2164	Ten Qing Blue and White Bowls
2080	Large Vietnamese Blue and White Basin
2081	Vietnamese Green Glazed Vase
2163	Five Qing Blue and White Dragon Vases
2082	Two Philippine Green Flambe Glazed Storage Jar

LOT #	DESCRIPTION
2085	Ten Vietnamese Celadon Bowls
2165	Blue and White Kendi (Wine Jar)
2166	Ten Ming Kraak Blue and White Chargers
2168	Twelve Chinese Blue and White Jarlets
2176	Nine Qing Blue and White Bowls
2084	Vietnamese Blue and White Floral Basin
2000	Shipwreck Bronze Bell, Dated 1783
2170	Five Qing Blue and White Landscape Vases
2036	Philippine Green Glazed Storage Jar
2173	Six Ming Swatow Blue and White Bowls
2171	Two Qing Blue and White Wine Jars
2172	Ten Ming Kraak Blue and White Chargers
2179	Twelve Chinese Blue and White Jarlets
2174	Six Qing Blue and White Covered Boxes
2175	Chinese Transitional Blue and White Porcelain Hexagonal Gu Form Vase
2087	Five Asian Brown Jarlets
2178	Five Qing Blue and White Landscape Stick Neck Vases
2088	Philippine Brown Glazed Storage Jar
2086	Five Vietnamese Blue and White Bowls
2180	Two Qing Blue and White Wine Jars
2181	Ten Ming Kraak Blue and White Chargers
2184	Twelve Chinese Blue and White Jarlets
2182	Six Chinese Qingbai Glazed Covered Cosmetic Boxes
2183	Vietnamese Blue and White Vase with Birds
2027	Han Dynasty Green Metallic Glazed Hu
2187	Five Qing Blue and White Dragon Vases
2108	Massive Philippine Flambe Glazed Storage Jar
2186	Six Ming Swatow Blue and White Bowls
2188	Octagonal Celadon Teapot
2189	Ten Ming Kraak Blue and White Chargers
2190	Ten Qing Blue and White Bowls
2191	Two Chinese Qing Blue and White Jars
2123	Shipwreck Double Gourd Form Storage Jar
2192	Five Qing Blue and White Dragon Vases
2089	Massive Philippine Brown Glazed Storage Jar
2090	Five Vietnamese Blue and White Bowls
2197	Celadon Tea Pot
2198	Ten Ming Kraak Blue and White Chargers
2196	Twelve Chinese Blue and White Jarlets
2195	Two Chinese Longquan Celadon Chargers
2109	Six Vietnamese Bowls
2194	Four Qing Blue and White Dragon Stick Neck Vases and a Pair of Molded Phoenix or Lotus Vases
2037	Two Philippine Ochre Glazed Storage Jars

LOT #	DESCRIPTION
2091	Vietnamese Celadon Teapot with Fu Lion Cover
2193	Ten Ming Kraak Blue and White Chargers
2199	Chinese Longquan Tripod Censer
2028	Three Han Green Glazed Jarlets
2038	Two Henan Brown Glazed Bottle Form Vases
2092	Qing Blue and White Dragon Wine Jar
2110	Philippine Brown Glazed Storage Jar
2201	Six Ming Swatow Blue and White Bowls
2093	Vietnamese Dark Celadon Glazed Chicken Form Ewer
2200	Ten Ming Kraak Blue and White Chargers
2029	Six Vietnamese Blue and White Jarlets
2203	Song Longquan Charger
2039	Ten Asian Earth Color Matte Glazed Miniature Urns
2204	Three Blue and White Bowls
2281	Two Large Philippine Tribal Incised Black Clay Pottery Covered Jars with Associated Covers
2111	Qing Blue and White Dragon Wine Jar
2282	Philippine Brown Glazed Storage Jar
2207	Six Ming Swatow Blue and White Bowls
2094	Song Dynasty Covered Funerary Urn with Dragon
2273	Ten Ming Kraak Blue and White Chargers
2095	Six Vietnamese Blue and White Jarlets
2206	Nine Ming Longquan Plates
2040	Ten Asian Brown Glaze Trade Jarlets
2096	Vietnamese Blue and White Bowl
2209	Two Celadon Chargers
2115	Qing Blue and White Dragon Wine Jar
2041	Massive Philippine Brown Flambe Glazed Storage Jar
2212	Five Ming Swatow Blue and White Bowls
2097	Song Dynasty Covered Funerary Urn with Dragon
2215	Ten Ming Kraak Blue and White Chargers
2030	Four Han Green Glazed Jarlets
2211	Ten Ming Longquan Plates
2042	Ten Asian Cizhou Glaze Trade Jarlets
2210	Chinese Blue and White Porcelain Urinal
2124	Four Marine Encrusted Jars with Loop Handles
2098	Qing Blue and White Dragon Wine Jar
2125	Two Marine Encrusted Storage Jars with Loop Handles
2218	Seven Blue and White Bowls
2112	Song Dynasty Longquan Covered Funerary Urn with Dragon
2219	Ten Ming Kraak Blue and White Chargers
2213	Three Blue and White Jarlets
2220	Ten Ming Longquan Plates
2049	Six Celadon Glazed Jarlets

LOT #	DESCRIPTION
2048	Ming Cizhou Bottle Form Vase
2052	Three Philippine Brown Jars with Spouts
2051	Qing Blue and White Dragon Kendi (Wine Jar)
2050	Two Philippine Flambe Glazed Storage Jars
2214	Six Song Yingqing Bowls
2116	Massive Pair of Song Dynasty Covered Funerary Urns
2229	Ten Ming Kraak Blue and White Chargers
2127	Five Marine Encrusted Bowls or Cups
2225	Ten Ming Longquan Plates
2053	Ten Asian Glazed and Biscuit Jarlets
2226	Chinese Transitional Blue and White Tripod Jardiniere
2126	Pair of Vietnamese Biscuit Incised Ginger Jars
2054	Qing Blue and White Dragon Wine Jar
2055	Philippine Brown Glazed Storage Jar
2221	Ten Celadon Bowls
2224	Ten Ming Kraak Blue and White Chargers
2056	Six Brown Glazed Jarlets
2230	Ten Ming Longquan Plates
2057	Ten Asian Biscuit or Glazed Jarlets
2223	Three Qing Blue and White Phoenix and Dragon Ginger Jars
2058	Philippine Tribal Incised Clay Pottery Covered Jar
2105	Qing Blue and White Dragon Wine Jar
2234	Nineteen Chinese Grey Celadon Glazed Bowls
2222	Two Qing Blue and White Wine Jars
2227	Two Chinese Qing Blue and White Tripod Censers
2235	Ten Ming Longquan Plates
2217	Four Grey and Indigo Covered Boxes
2216	Four Qing Blue and White Dragon Ginger Jars
2228	Chinese Yingqing Vase
2117	Qing Blue and White Dragon Wine Jar
2128	Three Marine Encrusted Storage Jars from a Shipwreck
2231	Five Song Yingqing Bowls
2129	Six Marine Encrusted Cups
2237	Ten Ming Longquan Plates
2232	Four Vietnamese Cizhou Covered Boxes
2099	Pair of Vietnamese Blue and White Vases
2059	Two Brown Glazed Bottle Vases
2060	Qing Blue and White Dragon Wine Jar
2061	Two Philippine Brown Glazed Storage Jars
2233	Ten Qing Blue and White Dishes
2236	Five Vietnamese Blue and White Jars
2241	Ten Ming Longquan Plates
2238	Four Vietnamese Cizhou Covered Boxes
2031	Three Han Green Glazed Jars
2246	Ten Qing Blue and White Dishes

LOT #	DESCRIPTION
2100	Qing Blue and White Dragon Wine Jar
2062	Philippine Brown Glazed Storage Jar
2236	Ten Qing Blue and White Dishes
2279	Three Philippine Brown Glazed Jars
2045	Six Small Philippine Brown Glazed Lidded Jarlets
2247	Ten Blue and White Plates
2240	Two Song Yingqing Vases
2046	Qing Blue and White Dragon Wine Jar
2047	Philippine Brown Glazed Storage Jar
2244	Ten Qing Blue and White Dishes
2243	Two Qing Blue and White Wine Jars
2032	Four Han Green Glazed Jarlets
2242	Four Dingware Teapots
2263	Nine Blue and White Plates
2283	Three Philippine Brown Glazed Jars
2130	Three Shipwreck Assemblage of Dishes
2063	Philippine Green Glazed Storage Jar
2254	Nine Qing Blue and White Dishes
2033	Four Han Green Glazed Jarlets
2248	Four Ding or Celadon Vases
2043	Three Han Metallic Green Glazed Jarlets
2249	Three Celadon Chargers
2131	Three Celadon Double Loop Handle Jars
2044	Philippine Brown Glazed Storage Jar
2256	Ten Qing Blue and White Dishes
2250	Five Qing Blue and White Wine Jars
2251	Four Vietnamese Celadon Jars
2070	Four Han Metallic Green Glazed Jarlets
2257	Two Celadon Chargers
2284	Two Philippine Tribal Incised Black Clay Pottery Covered Jars with Associated Covers
2065	Two Philippine Brown Glazed Storage Jars
2252	Ten Qing Blue and White Dishes
2262	Ten Ming Kraak Blue and White Chargers
2066	Five Han Iron Brown Glazed Jarlets
2255	Four Vietnamese Celadon Jars
2064	Four Han Green Glazed Jarlets
2285	Three Chinese Apple Green Glazed Covered Ginger Jars
2287	Four Philippine Tribal Incised Black Clay Pottery Jars
2071	Philippine Brown Glazed Storage Jar
2274	Ten Qing Blue and White Dishes
2275	Chinese Longquan Garden Seat
2072	Four Han Green and Brown Glazed Jarlets
2259	Five Various Chinese Yingqing Vases
2067	Four Han Green Glazed Jarlets

LOT #	DESCRIPTION
2288	Two Chinese Apple Green Glazed Ginger Jars
2073	Four Philippine Brown Jars with Spouts
2068	Three Philippine Brown Glazed Storage Jars
2260	Ten Qing Blue and White Dishes
2261	Chinese Yingqing Tea Pot
2264	Ten Qing Blue and White Bowls
2034	Two Qing Blue and White Covered Boxes and Three Tripod Censers
2104	Two Philippine Brown Glazed Storage Jars
2276	Four Philippine Brown Jars with Spouts
2113	Philippine Brown Glazed Storage Jar
2277	Ten Qing Blue and White Dishes
2265	Pair of Song Yingqing Vases
2074	Five Han Green Glazed Jars
2106	Two Vietnamese Blue and White Covered Jars and a Teapot
2266	Five Song Yingqing Bowls
2102	Two Philippine Brown Storage Jars
2101	Two Vietnamese Blue and White Vases
2075	Philippine Brown Glazed Storage Jar
2268	Ten Qing Blue and White Dishes
2103	Song Longquan Covered Funerary Urn
2107	Pair of Song Yingqing Vases
2119	Two Marine Encrusted Storage Jars with Loop Handles
2291	Two Philippine Tribal Incised Black Clay Pottery Covered Jars
2114	Twenty Yingqing Bowls
2069	Two Philippine Partially Glazed Biscuit Storage Jars
2289	Ten Qing Blue and White Dishes
2118	Three Philippine Brown Storage Jars
2294	Massive Philippine Carved Wood Dabakan
2295	Massive Philippine Carved Wood Dabakan
2296	Massive Philippine Carved Wood Dabakan
2076	Massive Philippine Brown Glazed Storage Jar
2280	Ten Qing Blue and White Dishes
2269	Two Yingqing Tea Pots
2007	Philippine Bronze Lantaka
2006	Philippine Bronze Lantaka
2005	Philippine Bronze Lantaka
2004	Philippine Bronze Lantaka
2003	Philippine Bronze Lantaka
2002	Philippine Bronze Lantaka
2001	Philippine Bronze Boat Gun
2270	Ten Qing Blue and White Dishes
2301	Three Wood Spears with Arrowhead Points
2300	Three Wood Spears

LOT #	DESCRIPTION
2299	Three Wood Spears with Arrowhead Points
2298	Three Wood Spears with Arrowhead Points
2297	Three Wood Spears with Arrowhead Points
2025	Han Style Verdigris Patinated Bronze Model of a Cart Carrying Two Figures
2302	Large Ifugao or Bontoc Bulul Style Seated Male Figure
2303	Large Ifugao or Bontoc Bulul Style Male Figure
2271	Chinese Longquan Tripod Censer
2272	Ten Ming Kraak Blue and White Chargers
2023	Five Cannon Balls
2008	Partial Philippine Lantaka
2120	Three Philippine Brown Storage Jars
2121	Four Brown Glazed Storage Jars
2009	Philippine Bronze Signal Gun
2286	Ten Ming Kraak Blue and White Chargers
2010	Philippine Bronze Signal Gun
2011	Philippine Bronze Signal Gun
2012	Philippine Bronze Signal Gun
2020	Philippine Bronze Signal Gun
2019	Philippine Bronze Signal Gun
2018	Philippine Bronze Signal Gun
2017	Philippine Bronze Signal Gun
2016	Philippine Bronze Signal Gun
2015	Philippine Bronze Signal Gun
2290	Ten Ming Kraak Blue and White Chargers
2014	Philippine Bronze Signal Gun
2013	Philippine Bronze Signal Gun
2292	Ten Ming Kraak Blue and White Chargers
2021	Philippine Bronze Signal Gun
2022	Philippine Bronze Signal Gun
2293	Ten Ming Kraak Blue and White Chargers
2024	Shipwreck Bronze Ship Bell, Dated 1865
2253	Ten Ming Kraak Blue and White Chargers
2278	Ten Ming Kraak Blue and White Chargers
2245	Ten Ming Kraak Blue and White Chargers
2208	Ten Ming Kraak Blue and White Chargers
2185	Ten Ming Kraak Blue and White Chargers
2177	Ten Ming Kraak Blue and White Chargers
2169	Ten Ming Kraak Blue and White Chargers
2162	Ten Ming Kraak Blue and White Chargers
2267	Ten Ming Kraak Blue and White Chargers



AUCTIONS BY THE BAY, INC.

Terms and Conditions of Sale

STANDARD CONDITIONS OF SALE

These Conditions of Sale are binding on all purchasers at Auction. Please read carefully.

By registering to bid at auction, in person, or through an agent, by absentee bid, or telephone or any other means including the Internet and e-mail, you agree to be bound by these Conditions of Sale (and changes made as noted below.)

All property and every lot for sale in our catalogue is offered subject to the following terms and conditions, along with any changes that may be published or announced prior to or during a sale by Auctions By The Bay, Inc. (ABB). The terms "ABB" "us," "we," or "our" as used herein all refer to Auctions By The Bay, Inc. Unless otherwise indicated in the catalogue or at time of sale, ABB acts at all times solely as the agent for the seller. All sales shall be deemed to occur in California regardless whether by telephone, mail or through the Internet or the physical location of the buyer.

DEFINITIONS

Hammer price: The highest bid received for a lot upon the fall of the auctioneer's hammer.

Buyer's premium: The amount paid by the buyer as a percentage of the hammer price and in addition thereto.

Purchase price: The aggregate of the hammer, buyer's premium and applicable taxes or other fees, if any, as may be required by law.

Reserve: The minimum price at which the lot may be sold.

Buyer: The person or entity who buys property at auction or private sale.

Consignor: The seller, or the seller's representative, on behalf of whom we are selling the Property.

Lot: The single item or group of items offered by us for sale.

Property: The item or items comprising an auction lot being offered for sale.

BUYER'S PREMIUM

The Buyer shall pay a Buyer's Premium on each lot of seventeen percent (17 %) of the Hammer price up to \$50,000.00, plus ten percent (10%) of any amount in excess of \$50,000.00, which Premium shall be retained by ABB.

TERMS OF SALE

a. The Purchase of and Payment for Property

The sale of a lot shall be to the highest bidder as determined by the auctioneer, in accord with these Conditions of Sale. Title to the lot shall pass with the fall of the Auctioneer's hammer. Buyer shall pay the Purchase price, as defined above, and such other fees as may be due, in full, within seven (7) days of the auction sale. Sale is not final and property will not be released to Buyer until good funds for all amounts due, are received by ABB. Payment may be made (i) in cash, (ii) by wire transfer, (iii) by money order or other guaranteed funds, or (iv) by personal check (when buyer's credit is approved). No lot shall be transferred by Buyer to another person until the sale is final. In the event of partial payment for any lot or lots we shall apply payments, in our discretion, to the lot or lots we select. The Buyer grants ABB a security interest in the purchased Property, and we may retain as collateral any property purchased and any funds in our possession, to secure a Buyer's obligations to us, if any. We retain the rights of a secured party under the California Commercial Code. All fees, taxes, premiums or other sums due and not paid pursuant to this paragraph shall bear interest at 1.5 % per month from the 8th day following the sale to the date paid in full.

b. Collection of Property

Upon transfer of title, Buyer assumes full responsibility, including risk of loss and damage, for the Property. Purchased property shall be removed at Buyer's expense within fifteen (15) days after the sale becomes final. Property not removed shall be subject to a service fee of \$50, and a storage fee, if retained by ABB, of 1% of the purchase price per month. ABB may also, in its sole discretion, elect to place the Property in a public storage facility at the Buyer's sole risk, responsibility and expense.

c. Liability for delivery of property

If, for any reason whatsoever, we are unable to deliver the purchased Property to the Buyer, ABB shall be liable to the Buyer only for the Purchase price paid by the Buyer and in no event shall we be liable for incidental or consequential damages, including, but not limited to, business interruption or loss of profit.

THE AUCTION PROCEDURE

a. Registration

Bidders must register in advance to bid at auction. (a) If by mail or on the Internet please comply with, sign and send back the requisite form or absentee bid. (b) To telephone bid, Bidders must complete, sign and fax a copy of the Telephone Bid Registration Form, which is available only by calling ABB. Telephone lines are limited, and available on a first-come, first-serve basis. Registration to bid by telephone must be completed by 5 p.m. the day prior to the auction. (c) When intending to bid in person, pre register at the desk and obtain a bidding paddle. The auctioneer may refuse to recognize any person not registered and not having a paddle number. ABB reserves the right at its sole discretion, to refuse anyone the right to register and participate at an auction.

b. Announcements

We may, at the commencement of, or during the Auction, announce changes in or modifications to the Conditions of Sale or descriptions of Property.

c. Absentee Bids

For a Buyer's convenience, absentee bids will be accepted, when properly executed and submitted in a timely manner. However, we neither accept any responsibility to an absentee bidder, nor any liability whatsoever for a failure to execute the absentee bid for any reason. In the event that identical multiple absentee bids are the highest bids received for the same lot then the earliest received of the competing absentee bids shall prevail at that bid amount.

d. Auctioneer's Discretion

The Auctioneer has the absolute discretion to 1) pass a lot or withdraw it from sale at any time prior to its actual sale; 2) refuse to recognize any bidder; 3) refuse to recognize any bid; 4) resolve any dispute between bidders or resolve any doubtful bid by deciding who is the successful bidder or nullifying the auction of the lot and reoffering it for sale. The Auctioneer's decision is binding as to disputes arising at auction. If a dispute arises post sale, our records of the sale shall be conclusive. Both the Auctioneer and ABB shall be without any liability whatsoever resulting from the exercise of the discretion referred to herein.

e. Reserves

All Property is offered for sale subject to a Reserve unless otherwise stated by us at time of sale. ABB may protect the Reserve by an initial bid or continued bidding on behalf of the consignor. Any bids by ABB staff after the Reserve is met shall be made only on behalf of registered bidders. Neither the consignor nor an agent or representative of the consignor is allowed to bid on their own property.

DISCLAIMER OF WARRANTIES

Except for warranty of title, neither we nor the Consignor make any warranties, guarantees or representation, express or implied, with respect to the Property, including, but not necessarily limited to, any implied warranty of "fitness for purpose" or "merchantability." Any and all statements and descriptions in any catalogue or elsewhere by ABB, relating to age, attribution, authenticity, size, genuineness, provenance, historical relevance or significance, physical condition, importance, quality, quantity, rarity, period, culture, source or origin, are presented as statements of qualified opinion only.

ABB's disclaimer of liability covers information contained in catalogues, and all other printed material published by us, including condition reports. Buyers assume the responsibility to inspect the Property and make their own decision as to the nature, quality and value of the Property.

Neither ABB nor the Consignor make any warranty or representation with regard to the existence of or the transfer of intellectual property rights, except and to such extent as may, from time to time, be explicitly stated.

No employee of ABB is authorized to nor shall make any warranty or representation on ABB's behalf, except as stated in the catalog or in any written addendum.

ESTIMATES OF VALUE

All estimates of value as published in our Catalogues or elsewhere are statements of qualified opinion as to the range of the price a willing buyer might pay for the Property at auction. The actual price paid at auction or subsequently, may vary substantially from the estimates. ABB shall not be liable for any such differential.

BUYER'S DEFAULT

If a Buyer fails to pay for purchased Property, or otherwise does not comply with these Conditions of Sale, the Buyer shall be in default. In addition to all remedies available in law, to ABB and to the Consignor, the Buyer shall be liable for the entire Purchase price. Additionally, at our option, we may either cancel the sale and retain all payments made by Buyer as well as retain any and all Property of Buyer in our possession as security against payment of the sums in default, or we may re-offer the Property for sale, at auction or privately, without reserve. Buyer shall be liable to us and the Consignor for the additional fees, commissions and costs on both sales (including handling, storage and court costs and attorney's fees) resulting from the cancellation or resale of the Property and in the event of resale, any deficiency which may result.

RESCISSION

The sole and exclusive remedy, available only to the original buyer, is the limited right of rescission set forth herein. ABB will cancel the sale of Property if the original buyer establishes to our satisfaction that there has been a breach of the Consignor's warranty of title, or that the identification of Authorship* of the Property as set forth in **Bold Type Heading** is not substantially correct, based on a fair reading of the Catalogue (as may be amended by posted or announced changes.) **IN ALL INSTANCES, YOU MUST GIVE WRITTEN NOTICE TO US WITHIN SIX (6) MONTHS OF THE SALE OF THE PROPERTY, SETTING FORTH THE BASIS FOR YOUR CLAIM AND, AT YOUR SOLE EXPENSE AND RISK, RETURN THE PROPERTY IN QUESTION TO ABB WITHIN SEVEN (7) DAYS AFTER NOTICE IS GIVEN AND IN THE SAME CONDITION AS WHEN SOLD.** Upon review of the claim and the property, if we are satisfied with the bases for your claim and the property is in the same condition it was in when sold, ABB will rescind the sale and return to you the Purchase price, unless we have already remitted funds to the Consignor. In that event, and at ABB's sole discretion, ABB shall either pay you as provided above, or shall pay you only that portion of the Purchase price retained by us (the Seller's commission, the buyer's premium and any sales taxes collected) and on your behalf make demand on the Consignor for the balance and upon receipt of the funds remit same to you. Should the Consignor refuse to return the funds to you or to ABB, we shall disclose the Consignor's identity and assign to you any and all rights ABB may have against the Consignor. Any and all liability ABB may have as agent for the

Consignor shall thereupon terminate.

BUYER EXPRESSLY UNDERSTANDS AND AGREES THAT ABB SHALL HAVE NO OTHER LIABILITY TO THE BUYER EXCEPT FOR THE RETURN OF THE PURCHASE PRICE AND THAT IN NO EVENT SHALL ABB BE LIABLE FOR ANY DAMAGES, INCLUDING BUT NOT LIMITED TO INCIDENTAL, CONSEQUENTIAL OR COMPENSATORY DAMAGES OR LOSS OF PROFIT OR BUSINESS OPPORTUNITY.

*Authorship refers to the maker or creator of the Property, and the period, social culture, and origin of the Property as stated in the **Bold Type Heading** for a given lot in our catalogue. It does not refer to the descriptions which may be contained in the information below the **Bold Type Heading**.

MISCELLANEOUS

- a. *Modification*: No modification or amendment of the Conditions of Sale shall bind ABB unless contained in a writing signed by ABB, except as may be posted or published as noted above or verbally announced at time of sale.
- b. *Severability*: If, for any reason, any part of the Conditions of Sale is held to be invalid or unenforceable, the remaining portion shall be valid and enforceable.
- c. *Successors and Assigns*: The Conditions of Sale shall be binding on all the heirs and assigns of the Buyers and bidders and inure to the benefit of ABB's successors and assigns.
- d. *Jurisdiction, Venue, Choke of Law*: Dispute resolution shall occur in Alameda County, California, USA. The provisions of the Conditions of Sale will be construed and disputes determined by application of California Law, without regard to conflicts of law.
- e. *Notice, Service of Process*: Buyers agree to accept all notices and service of process relating to dispute resolution at the address provided by Buyer on any registration forms required to be executed as a condition of bidding in our auction.
- f. *Dispute Resolution*: All disputes and claims arising out of or relating to events and actions covered herein, brought by or against us, shall be resolved by mediation or binding arbitration in accord with the procedures set forth below. This provision does not apply to claims brought by the Buyer directly against the Consignor, including, but not limited to any action brought pursuant to the rescission provisions noted above

MEDIATION AND ARBITRATION PROCEDURES

- (a) Within 30 days of written notice that there is a dispute, the parties or their representatives may meet at a time and place mutually agreed upon, to mediate their differences. If the parties agree, a mediator acceptable to the parties shall be selected. The mediator shall be an attorney, trained in mediation techniques and familiar with commercial law and the California Uniform Commercial Code (UCC). The mediator's fees shall be shared equally and paid by all parties. At the mediation, all parties shall have actual authority to settle the dispute. Any statements made during, and all aspects of, the mediation process shall be kept confidential and shall not be admissible in any subsequent arbitration or judicial proceeding. Any resolution shall be confidential. (b) If the parties cannot agree to mediation, or if mediation does not resolve the dispute, or in any event no longer than 60 days after receipt of written notice referred to above, the parties shall submit the dispute for binding arbitration before a single neutral arbitrator jointly selected, or absent agreement, selected from the panel of Arbitrators provided by the American Arbitration Association (AAA). If, within 15 days, the parties cannot agree on an arbitrator, then AAA shall select one (1) person as arbitrator in accord with AAA rules. The arbitrator shall be an attorney, experienced in commercial law and with the UCC. The arbitrator shall be required to follow the law in making his award, and the award shall be in writing and shall set forth findings of fact and legal conclusions. (c) The arbitration shall occur within 60 days of the selection of the arbitrator, in either Oakland or San Francisco, California, unless the parties agree to another location. Discovery and the procedure for the Arbitration shall, unless otherwise agreed to by the parties, follow the procedures and policies of AAA governing commercial arbitration, subject however to the following modifications:
 1. All arbitration proceedings shall be confidential. None of the parties nor the arbitrator, may disclose the existence, content or results of the arbitration without the written consent of all parties.
 2. The parties shall attempt to agree on the issues to be arbitrated, or identify the disputed issues in writing no later than 45 days prior to arbitration.
 3. Unless otherwise agreed by the parties, discovery, if any, shall be limited as follows: (a) Requests for no more than 10 clearly identified categories of documents, to be provided to the requesting party within 14 days of written request therefore; (b) Depositions: No more than two (2) per party, provided however, the deposition(s) are to be completed within one (1) day; (c) Compliance with the above shall be enforced by the arbitrator in accord with California law.
 4. Each party shall have no longer than eight (8) hours to present its position. The entire hearing before the arbitrator shall not take longer than three (3) consecutive days, unless all parties agree otherwise in writing. The award shall be made in writing no more than 30 days following the end of the proceeding. Judgment upon the award rendered by the arbitrator may be entered by any court having jurisdiction thereof. Each party shall bear its own attorney's fees and costs in connection with the proceedings and shall share equally the fees and expenses of the arbitrator.