

Bidder Registration Form: March 9, 2012 at 11 am

BIDDER INFORMATION

(Office Use Only) Paddle # _____

Please Note: Bidder information must be completed in **exact** manner bidder wishes to be invoiced for successful purchases. Dealer invoices must match information on **both** dealer license and resale permit.

COMPANY/DEALERSHIP: _____ AND/OR NAME: _____

ADDRESS: _____ CITY: _____ STATE/PROVINCE: _____

ZIP/POSTAL CODE: _____ COUNTRY: _____ E-MAIL ADDRESS: _____

HOME PHONE: _____ OFFICE PHONE: _____ FAX: _____ CELLULAR: _____

IDENTIFICATION

Please Note: Bidder must provide copies of all applicable documents.

DRIVER'S LICENSE # (STATE): _____ PASSPORT # (COUNTRY): _____

DEALER LICENSE # (STATE): _____ RESALE PERMIT # (STATE): _____

FINANCIAL REFERENCES

Please Note: An original **Bank Letter of Guarantee** in an amount and in a form acceptable to Gooding, in its sole discretion, must be included with this form or registration **will not** be processed.

CREDIT CARD – VISA / MASTERCARD / AMERICAN EXPRESS CARD #: _____ EXPIRATION: _____

BANK NAME & BRANCH: _____ ADDRESS: _____

CONTACT NAME: _____ PHONE: _____ ACCOUNT #: _____

BIDDING LIMIT (US \$): _____

SIGNATURE & FEE PAYMENT

Bidder Registration Fee - \$200 - Includes 2 event entry passes and an auction catalogue.

By signing below I hereby authorize Gooding & Company to charge the amount of \$200.00 USD to the credit card I have listed above, authorize the release of my financial information to Gooding & Company for the purpose of verifying available credit for purchases at the auction, and **I acknowledge that I have read, understand and agree to be bound by the Conditions of Sale as published in this catalogue for the auction (as may be amended and supplemented as provided in the Conditions of Sale), which set forth the terms and conditions under which Gooding & Company will offer and sell the vehicles in this auction and governs the rights and obligations of the parties.**

ACCEPTED BY (Signature): _____ DATE: _____

Gooding & Company reserves the right, in its sole discretion, to refuse to register and/or issue a paddle to any person with or without cause.

Please sign and return this completed form together with a **Bank Letter of Guarantee**, on or before March 2, 2012, to the address below or before March 8, 2012, to the email or fax below:

**SAMPLE
BANK LETTER
OF GUARANTEE**

PLEASE NOTE:
No Paddle will be issued
without a Bank Letter
of Guarantee satisfactory
to Gooding & Company
in its sole discretion

(Bank Logo Here)

Gooding & Company, Inc.
Attn: Chief Financial Officer
1517 20th Street
Santa Monica, CA 90404

RE: _____
(NAME OF BIDDER and/or COMPANY NAME if applicable)

This letter should serve as notice that (BANK NAME) will irrevocably honor and guarantee payment of any check or transfer order written by our account holder (BIDDER NAME) up to the amount of (REQUESTED BIDDING LIMIT) and drawn on account number (CUSTOMER'S ACCOUNT NUMBER). This account was opened (DATE ACCOUNT OPENED) and has a current balance of (CURRENT ACCOUNT BALANCE).

This guarantee will only apply to checks or transfers made payable to Gooding & Company, Inc. for purchases made at the auction held on March 9, 2012.
No stop payment will be issued.

Please contact this office for any further information you require.

(BANK OFFICER SIGNATURE)

(BIDDER SIGNATURE)

(BANK OFFICER NAME & TITLE)

(BIDDER NAME)

(DIRECT TELEPHONE NUMBER)

(E-MAIL ADDRESS)

IMPORTANT NOTICES

Please read the *Conditions Of Sale* at the end of this document for the full terms and conditions of sale.

Prior to registering to bid, each prospective bidder must read the General Conditions as described in this catalogue, which set forth the terms and conditions under which Gooding & Company, Inc. ("Gooding") will offer and sell the vehicles in this auction and governs the rights and obligations of the parties. By registering to bid or placing a bid at this auction – whether in person, through an agent or representative, by absentee bid or by telephone bid, or by otherwise attending or participating in the auction, each bidder, Buyer and person so attending or participating represents, warrants and covenants they have reviewed, understand and accept and agree to be, and shall be, bound by all of the General Conditions.

REGISTERING TO BID

There are three ways, outlined below, in which prospective bidders may register and bid at the auction. In each instance, prospective bidders will be required to complete and sign the applicable Bidder Registration Form and provide an original Bank Letter of Guarantee in an amount and in a form acceptable to Gooding in its sole discretion. The bidder Registration Forms and a Sample Bank Letter of Guarantee are provided at the back of this catalogue and at www.goodingco.com.

Gooding reserves the right, in its sole discretion, to refuse to register and/or issue a paddle to any person with or without cause.

Gooding is an equal opportunity company that does not discriminate on the basis of race, color, national origin, gender, religion, age or disability in the provision of services.

Each prospective bidder must submit the Bidder Registration Form or Absentee and Telephone Bidder Registration Form and Bank Letter of Guarantee, within the time frame specified on the Form, to:

Morgan Carter
Fax: 310-899-0930
E-mail: morgan@goodingco.com
Tel: 310-899-1960

Whether or not the bidder is acting as an agent, unless Gooding is notified in writing by the principal in advance of the auction, on a form and in a manner acceptable to Gooding in its sole discretion, that the bidder is acting as an agent for the principal, and Gooding, in its sole discretion, acknowledges in writing such agency and issues a paddle to such agent as an agent for the designated principal, the bidder shall be deemed to be bidding as a principal for its own account and shall be personally responsible for payment in full of the Purchase Price (as defined in the Conditions of Sale) as Buyer and for fulfillment of all

Buyer's obligations and covenants under the General Conditions.

BIDDING IN THE ROOM

Prospective bidders may register to bid in the room prior to the auction and during the viewing hours, but we recommend that the necessary formalities are completed prior to arriving at the auction site.

For prospective bidders whose registrations have been completed and accepted by Gooding, which acceptance and issuance of a paddle shall be in Gooding's sole discretion, bidder paddles will be available for collection at the Registration Desk at the front of the auction venue during the viewing hours and the auctions.

Each bidder is personally responsible for any use of the paddle, provided to such respective bidder for purposes of identification, and each bidder agrees that it is personally liable under the General Conditions for the full Purchase Price if the paddle is used in bidding on any Vehicle(s) whether by the respective bidder or by any other person.

ABSENTEE AND TELEPHONE BIDS

Gooding, as an accommodation and convenience, offers absentee and telephone bidding to bidders who cannot attend the auction, all as more fully set forth in and subject to the General Conditions. Please ensure that your completed and signed Absentee and/or Telephone Bidder Registration Form and Bank Letter of Guarantee are received by Gooding no later than 24 hours prior to the session of the auction in which you wish to bid.

PAYMENT

Payment of the full Purchase Price must be received by Gooding at the address below at 5:00 pm local time of the Auction location on Wednesday, March 14, 2012. Payment shall be made by wire transfer, certified bank check, cashier's check or, with prior written approval of Gooding's finance department, by personal or company check. All unpaid balances are subject to collection.

TAXES AND LICENSE FEES

The amount of all applicable state and local sales and or use tax and license fees to be collected by Gooding from the Buyer will be determined by Gooding, in its sole discretion and are additional to the final bid price and buyer's premium. Exemptions will only be allowed upon receipt of documentation acceptable to Gooding, in its sole discretion.

COLLECTION, REMOVAL AND STORAGE

All vehicles must be removed from the auction site, at Buyer's risk and expense, by 5:00 pm local time Wednesday, March 14, 2012. Any vehicles not removed by this time will be removed at Buyer's sole risk and expense and stored at Buyer's expense at a third-party warehouse, and Buyer hereby grants Gooding an irrevocable power of attorney to

remove and store such vehicles at Buyer's expense. Except in Gooding's sole discretion, no vehicle will be released until Gooding has received payment in full, in good, cleared funds of the Purchase Price.

INSPECTION OF VEHICLES

ALL SALES ARE "AS IS – WHERE IS" AND WITH ALL FAULTS AS MORE FULLY SET FORTH IN THE GENERAL CONDITIONS. NOTWITHSTANDING ANY CATALOGUE DESCRIPTION, AUCTION ANNOUNCEMENT, ADVERTISEMENT, STATEMENT, ASSURANCE OR PROMISE BY OR ON BEHALF OF GOODING OR ANY OF ITS EMPLOYEES, AGENTS OR REPRESENTATIVES, AND NOTWITHSTANDING ANY VERBAL OR WRITTEN CONDITION REPORT PROVIDED BY GOODING, GOODING HAS NO OBLIGATION OR RESPONSIBILITY, AND DOES NOT ASSUME ANY OBLIGATION OR RESPONSIBILITY, TO UNDERTAKE AN INSPECTION OF ANY VEHICLE PRIOR TO THE AUCTION. BIDDERS HAVE THE OPPORTUNITY AND THE RESPONSIBILITY, AND ARE STRONGLY ENCOURAGED, TO RESEARCH THE VEHICLES PRIOR TO THE AUCTION. DURING THE VIEWING HOURS PRIOR TO THE AUCTION BIDDERS MAY ADDITIONALLY AND ARE STRONGLY ENCOURAGED TO CONDUCT THEIR OWN INDEPENDENT INSPECTION AND EXAMINATION OF ANY VEHICLE, ACCOMPANYING SPARE PARTS, DOCUMENTATION, RESTORATION RECEIPTS, AND OWNERSHIP DOCUMENTS RELATING TO A VEHICLE AS PROVIDED BY THE SELLER TO GOODING. BIDDERS ARE SOLELY RESPONSIBLE TO SATISFY THEMSELVES, PRIOR TO BIDDING, AS TO THE CONDITION OF ANY VEHICLE AND ALL MATTERS RELATING TO THE VEHICLE, INCLUDING, BUT NOT LIMITED TO, ANY DESIRED OR NECESSARY REPAIRS, RESTORATION OR MISSING PARTS. NEITHER GOODING NOR THE SELLER SHALL BE RESPONSIBLE OR LIABLE FOR ANY REPAIRS, RESTORATION, REPLACEMENT OF PARTS OR ANY OTHER MATTER, COST OR EXPENSE RELATING TO ANY VEHICLE, WHETHER BEFORE OR AFTER THE AUCTION, AND BY PARTICIPATING IN THE AUCTION EACH BIDDER AND BUYER EXPRESSLY WAIVES, AND AGREES THAT IT WILL NOT SEEK ANY RECOVERY FROM OR PURSUE ANY CLAIM AGAINST GOODING OR THE SELLER, RELATING TO ANY OF THE FOREGOING, INCLUDING, WITHOUT LIMITATION, FOR REPAIRS, RESTORATION, OR REPLACEMENT OF PARTS. THIS NOTICE IS A PART OF THE GENERAL CONDITIONS AND IS NOT INTENDED TO LIMIT ANY OF THE OTHER TERMS OF SUCH GENERAL CONDITIONS.

CONDITIONS OF SALE

Please read the following Conditions of Sale carefully. The Conditions of Sale, together with the Important Notices, Bidder Registration Form and Absentee and Telephone Bidder Registration Form (collectively hereinafter referred to as “General Conditions”), as the General Conditions may be expressly amended by written Saleroom Addenda or announced by David Gooding or the auctioneer during the auction, constitute the sole and entire terms and agreement between Gooding & Company, Inc. (“Gooding”), seller and Buyer (as defined below) under which Gooding will offer and sell the vehicles (the “Vehicles”) in this auction and concerning the respective parties’ rights and obligations with regard to the matters addressed herein. By registering to bid or placing a bid at this auction – whether in person, through an agent or representative, by absentee bid or by telephone bid, or by otherwise attending or participating in the auction, each bidder, Buyer and person so attending or participating represents, warrants and covenants to and with Gooding that such bidder, Buyer or person attending or participating, as the case may be, has reviewed, understands, and accepts and agrees to be, and is, bound by all the General Conditions, particularly the paragraphs labeled “Limitation on Damages” and “As Is – No Warranty,” which set forth Gooding’s obligation and maximum liability in the event of loss or damage to any bidder, Buyer or attendee. Each bidder, Buyer and attendee, by participating in this auction, recognizes that he or she does so by choice and thus voluntarily agrees to these General Conditions.

Except as provided above, no employee, officer, agent, representative or contractor of Gooding is authorized by Gooding to modify, waive or contradict any of the General Conditions. No act, omission, statement, promise, assurance or commitment of Gooding or any of its employees, officers, agents, representatives, or contractors shall be or be deemed to be, or operate as, a waiver or amendment of any of the General Conditions or of any of Gooding’s rights and remedies there under or constitute a representation or warranty of any kind and shall not have or be of any force or effect. Any statements, terms, conditions, representations or warranties relating to any vehicle or the auction not expressly set forth in the general conditions shall not be, or deemed to be, of any force or effect, regardless of how or when made.

Each bidder is personally responsible for any use of the “paddle” provided to such respective bidder for purposes of identification, and each bidder agrees that it is personally liable under the General Conditions for the full Purchase Price (as defined below) if the paddle is used in bidding on any Vehicle(s), whether by the respective bidder or by any other person. By participating in the

auction and/or bidding, each bidder and Buyer is expressly representing and warranting to Gooding that they are complying with all applicable laws and the General Conditions.

GOODING & COMPANY’S INTEREST IN PROPERTY

All Vehicles in this auction are offered by Gooding as agent for the seller and not on behalf of Gooding. Gooding shall not have any liability or responsibility for any act, omission, default or failure by seller.

DESCRIPTIONS OF PROPERTY

All written and oral descriptions of the Vehicles or related information, including, but not limited to, descriptions in any catalogue or other auction-related materials, postings, announcements, press releases, advertisements, any bill of sale or invoice, and any statements or affirmations made by or on behalf of Gooding prior to or at the auction, including, without limitation, any reference to a Vehicle as being a particular model, make, or type or the rarity or uniqueness or provenance thereof, are only statements of opinion and not statements of fact and do not, and shall not under any circumstances be deemed to, create or constitute representations or warranties of any kind by Gooding or the seller. Each bidder and Buyer hereby acknowledges and agrees that they are not entitled to rely, and they each agree not to rely, upon any of such descriptions, statements, affirmations, information or materials for any purpose, and that none of the foregoing are a part of the basis of the bargain of the purchase and sale of any Vehicle nor do or shall any of the foregoing supercede or modify any of the General Conditions.

INSPECTION OF VEHICLES

Bidders are responsible to inspect the Vehicles prior to bidding, and satisfy themselves, as to the condition of the Vehicles and all other matters relating to the Vehicles, including, without limitation, condition, title, importance, value, quality, authenticity, description (including, without limitation, the catalogue description), provenance and whether or not any Vehicle complies with any applicable federal, state or other laws or regulations of any kind, and to identify any repairs, restoration or replacement parts and to ascertain completeness. As the condition and other potentially relevant matters related to a Vehicle are not necessarily easily determined, and Gooding does not claim or possess any peculiar knowledge or experience in determining such matters nor access to relevant information, Gooding does not, and does not assume any obligation or responsibility to, undertake a level of inspection necessary to obtain or verify such information, including, without limitation, any catalogue or other description or announcement or affirmation, and Gooding relies upon information provided by the seller. An employee, officer, agent or representative of Gooding may

provide a limited verbal or written condition report upon request. However, Gooding does not assume any responsibility to determine the condition of any Vehicle and any condition report (and/or any other description or information provided relating to the Vehicle, including in the auction catalogue) is not intended to and does not negate or modify the “As Is – No Warranty” or any other provisions of these Conditions of Sale, and contains only statements of opinion and not statements of fact and shall not be deemed to create representations or warranties of any kind, and in no event shall Gooding or any of its directors, employees, officers, agents or representatives have any liability or responsibility for any matters relating to or arising out of such report and/or the condition of any Vehicle, regardless of the content or omissions of, or any errors in, the report. The absence with regard to a Vehicle of any mention of repairs, damage, replacement parts or restoration in any condition report, catalogue description or statements by Gooding shall not be deemed to mean the Vehicle is free of the foregoing nor shall reference to any of the foregoing be deemed to exclude any others. Bidders are provided an opportunity to inspect the Vehicles prior to bidding and are invited and strongly encouraged to conduct and must solely rely upon their own independent inspection and examination of any Vehicle and all matters relating thereto before placing any bid.

CERTIFICATE OF TITLE

GOODING MAKES NO REPRESENTATION OR WARRANTY WITH REGARD TO ANY EXISTING CERTIFICATE OF TITLE OR REGISTRATION WITH REGARD TO ANY VEHICLE. IT IS THE BIDDER’S AND BUYER’S RESPONSIBILITY TO MAKE ITS OWN INDEPENDENT INVESTIGATION WITH REGARD TO THE TITLE, INCLUDING EXAMINING ANY AND ALL DOCUMENTATION PERTAINING TO THE TITLE PROVIDED BY THE SELLER AND MADE AVAILABLE BY GOODING PRIOR TO THE AUCTION, AND DETERMINING WHETHER A VEHICLE CAN BE REGISTERED. GOODING DOES NOT GUARANTEE OR MAKE ANY REPRESENTATION OR WARRANTY THAT ANY OR ALL TITLE DOCUMENTATION OR REGISTRATION WILL SATISFY THE REQUIREMENTS OF ANY STATE IN THE UNITED STATES OR OF ANY FOREIGN GOVERNMENT, AND GOODING SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCES WITH REGARD TO WHETHER OR NOT SUCH DOCUMENTATION IS ACCEPTABLE, COMPLETE OR ADEQUATE, OR OTHERWISE IN CONNECTION THEREWITH, AND ALL SUCH TITLE DOCUMENTATION IS PROVIDED BY THE SELLER AND GOODING DOES NOT ASSUME ANY RESPONSIBILITY OR LIABILITY WITH REGARD TO SUCH TITLE DOCUMENTATION OR THE QUALITY OR MARKETABILITY OF TITLE TO ANY VEHICLE. THE BUYER OF A VEHICLE IS SOLELY RESPONSIBLE FOR COMPLYING WITH ALL REGISTRATION REQUIREMENTS AS TO SUCH VEHICLE.

ABSENTEE AND TELEPHONE BIDDING

Subject to availability during the auction and prior approval in its discretion, Gooding, only as an accommodation and convenience, offers absentee and telephone bidding to bidders who cannot attend the auction. Neither Gooding nor any of its employees, directors, officers, agents or representatives shall have any liability or responsibility of any kind if Gooding elects or is unable to provide absentee or telephone bidding or for any failure to execute such bids for any reason whatsoever, including, without limitation, electronic or telecommunication failure, or for any errors or omissions in connection therewith, and the bidder accepts and assumes all responsibility and liability for any errors or omissions relating thereto or failure to execute (including timely execution thereof) any bid regardless of reason, neglect or fault. Telephone bids and the bidder's telephone conversation with Gooding's employee, officer, agent or representative may be recorded, and by participating or bidding at the auction by phone the bidder expressly consents to all such recording.

CURRENCY CONVERTER

Gooding may provide a currency converter during the auction as an accommodation to bidders who wish to follow the bidding in foreign currencies, and any rates quoted or displayed are only indications of the conversion amount and shall not be relied upon by any bidder or Buyer for any purpose, including, but not limited to, bidding. Gooding shall not be liable or responsible for any errors or omissions in connection with such currency conversions or rates, and the bidder accepts and assumes all responsibility and liability for any errors or omissions relating thereto and for calculating any conversion rates. Currency conversion rates may change from the time of bidding to the time of payment. All bids are made in and must be paid in US Dollars.

ESTIMATES

Estimates (which do not include the Buyer's premium or any taxes) for the Vehicles printed in this catalogue are only opinions, are prepared well in advance of the auction, are subject to change and may be amended either orally or in writing prior to or at the auction. Estimates should not be relied upon, and each bidder and Buyer hereby agrees not to rely upon any estimate, as fact or a guarantee or prediction of the actual selling price or value of a Vehicle, and Gooding shall not have any liability with regard to any estimates under any circumstances.

RESERVES

Unless otherwise specified in the catalogue or announced at the auction, the Vehicles will be offered subject to a reserve, which is the minimum amount that the seller is willing to accept with regard to the respective Vehicle. Reserves are confidential and will not exceed the low presale estimate. Gooding may act to protect the reserve by bidding through the auctioneer, who may open bidding below the reserve by placing a bid on behalf of the seller, place bids on behalf of the seller up to the reserve amount, place bids in response to other bidders, or if the opening bid is below the reserve can elect to withdraw the Vehicle from bidding. The auctioneer shall not be obligated to specifically identify bids placed on behalf of the seller to protect the reserve nor will he place a bid on behalf of the seller at or above the reserve. Sellers may not bid on Vehicles they

have consigned to Gooding without prior announcement at the auction.

AUCTIONEER'S DISCRETION/ BIDDING DISPUTES

The auctioneer, in his sole discretion, has the right to refuse any bid and to split or advance bidding in increments as he may choose, regardless of any increment parameters set forth in this catalogue or otherwise. The auctioneer has the final say in the event of concern or doubt by the auctioneer about the validity of any bid, any error relating to bidding or any bid (including, but not limited to, error by the auctioneer or Gooding), or any dispute between bidders. The auctioneer may choose, in his sole discretion, including, but not limited to, in the event of concern, error, dispute or doubt with regard to any bid or bidding, to continue bidding, refuse a bid, cancel a bid, determine the successful bidder, withdraw a Vehicle, reoffer a Vehicle, reopen bidding or restart the bidding, as the case may be. In any dispute, Gooding's records, whether audio, visual or written, are conclusive. Once made, a bidder may not retract or rescind any bid.

THE BUYER

The buyer ("Buyer") is the highest bidder acknowledged by the auctioneer and accepted by Gooding, subject to the reserve, if any, and the terms of these Conditions of Sale. The fall of the auctioneer's hammer marks the acceptance of the Buyer's bid and a contract of purchase and sale is made between the Buyer and seller. Gooding is not a party to the contract of purchase and sale and Gooding shall not be liable or responsible for any breach or default of such contract by either Buyer or seller. Subject to the General Conditions, including, without limitation, the Buyer's fulfillment of Buyer's obligations and covenants under these Conditions of Sale, title to the specified Vehicle shall pass to the Buyer when the full Purchase Price (as defined below) is paid in accordance with these Conditions of Sale. Upon the fall of the hammer, the Buyer is thereupon responsible for and assumes all risk of loss or damage to such Vehicle. Gooding, its employees, officers, directors, agents and representatives shall not be liable for any loss or damage to or any loss or damage caused by any Vehicle at any time. Immediately following the fall of the hammer, the Buyer shall be required to execute a Confirmation of Purchase, which confirms Buyer's purchase of the Vehicle as announced by the auctioneer. Whether or not the bidder is acting as an agent, unless Gooding is notified in writing by the principal in advance of the auction that the bidder is acting as an agent for the principal and Gooding accepts in writing in its discretion such notice, the bidder shall be deemed to be bidding as a principal for its own account and shall be personally responsible for payment in full of the Purchase Price as Buyer and for fulfillment of Buyer's obligations and covenants under the General Conditions. All sales are final. No person shall be entitled to bid or shall bid at the auction unless they have complied with the requirements of the General Conditions, including, without limitation, registering in advance with Gooding by completing all such registration and other forms and providing financial and other information as Gooding in its discretion may request or require.

PAYMENT

The purchase price to be paid by the Buyer is, and the Buyer

acknowledges it is, responsible for and agrees to timely pay, the sum of the final bid price (the highest bid acknowledged and accepted by the auctioneer), plus the buyer's premium of 10% of the final bid price, plus all applicable state and local sales and or use tax and license fees, plus any and all costs and expenses incurred on behalf of the Buyer and/or as a result of the Buyer's failure to timely and fully comply with the General Conditions, including, but not limited to, removal, transport and storage costs for the Vehicle and taxes thereon, plus all other amounts due and owing pursuant to the General Conditions (collectively, the "Purchase Price"). Payment of the full Purchase Price is due to Gooding on or before 5:00 pm local time of the Auction location on Wednesday, March 14, 2011. Gooding reserves the right to impose a late charge of up to a maximum of 18% per annum (or the maximum rate permitted by law if less than 18%) on any portion of the Purchase Price if the Buyer does not make timely payment of the Purchase Price when due under these Conditions of Sale. All payments must be made by wire transfer, certified bank check, cashier's check or, with prior approval of Gooding's credit department, personal or company check. Unless otherwise agreed to by Gooding in writing, Gooding will not accept payment of any portion of the Purchase Price from any party other than the Buyer. Title to a Vehicle does not pass to the Buyer, and the Vehicle will not be released to a Buyer, until good and cleared funds in the amount of the full Purchase Price are received by Gooding in accordance with the General Conditions.

COLLECTION, REMOVAL AND STORAGE

Buyer must comply with all of the General Conditions, including, but not limited to, Gooding shall have received payment in full, in good cleared funds, of the Purchase Price, and all Vehicles must be removed from the auction site at Buyer's risk and expense, by 5:00 pm local time on Wednesday, March 16, 2011. If not removed timely by Buyer, in addition to any and all other remedies and rights Gooding may have, Gooding shall have the right (but not the obligation) to remove any Vehicle at Buyer's sole risk and expense and store it, at Buyer's account, including, without limitation, removal, storage, transportation and handling expenses and costs and applicable taxes, at a third-party warehouse, and Buyer hereby grants Gooding an irrevocable power of attorney to remove and store such vehicles at Buyer's expense. Except in Gooding's sole discretion, no Vehicle shall be released to Buyer until Gooding has received payment in full, in good cleared funds, of the Purchase Price for the Vehicle, and Buyer has fully complied with the General Conditions.

ROADWORTHINESS/COMPLIANCE

Notwithstanding any verbal or written statement or description of any kind regarding any Vehicle, whether by or on behalf of Gooding or seller, including, without limitation, in the catalogue for the auction, all Vehicles are sold "as is" and only as collector's items and Vehicles may not be suitable for use on the road. The Buyer of any Vehicle who intends to use the Vehicle on the road is responsible for determining roadworthiness and for complying with all applicable regulations regarding title, registration, insurance, emission control, safety equipment and the Buyer assumes all risk of whether any such Vehicle will or does comply, and neither Gooding nor seller shall have any liability or responsibility of any kind for failure to comply or lack of roadworthiness by any Vehicle.

EXPORT PERMITS

The Buyer is responsible for determining whether or not an export permit is required to export a Vehicle and for obtaining and paying the costs of any permits or licenses necessary to export any Vehicle from the United States and/or import it into any other country, and for the payment of any import duty that may be levied by the country of import. Gooding makes no representation or warranty of any kind with regard to whether or not any Vehicle can be exported or imported or the issuance of an export or import permit for any Vehicle.

COPYRIGHT

Gooding shall own the copyright in all photographs, illustrations and written descriptions of the Vehicles created by or for Gooding, including, without limitation, Gooding shall have the right to use, publish, display and reproduce any and all of the foregoing for any purpose and in any media at its discretion at any time in any manner whether before and/or after the auction, and no bidder or Buyer shall have any right, title or interest to any of the foregoing. Each bidder and Buyer agrees they will not use, reproduce or publish for any purpose any such photographs, illustrations or written descriptions created by or for Gooding.

RELEASE

By attending the auction, each attendee grants all necessary rights to Gooding and agrees that Gooding has permission and license to use his or her likeness for television, video, still photography and/or any other visual/audio recording, display, transmission, broadcast and/or publication for any and all purposes (including, without limitation, advertising and marketing) at any time or times, including, without limitation, concurrent with and/or subsequent to the auction, waives all rights or claims (including, without limitation, residual rights and rights of privacy and publicity) that might arise from use of the bidder's image, voice, picture or likeness for any purpose, including, without limitation, at any future date, under all applicable laws, including, without limitation, common law or by statute, and agrees that admission onto the auction site constitutes full and express acceptance of the above terms and conditions.

GOODING & COMPANY'S RIGHTS

Gooding reserves the right, in its sole discretion, to (a) withdraw any Vehicle at any time prior to or at the auction, (b) postpone or cancel the auction of any or all of the Vehicles for any reason and/or (c) reject or refuse any bid from any party before or during the auction. Each bidder and/or Buyer agrees that Gooding shall not have any liability whatsoever to any bidder for exercise of any of the foregoing rights, or for any errors in execution or failure to execute any bid(s), regardless of circumstances or events of any kind.

NONCOMPLIANCE OF BUYER/REMEDIES

If the Buyer or a bidder fails to comply with any of the General Conditions, including, without limitation, a Buyer or bidder fails to timely pay the full Purchase Price and/or remove a Vehicle when and as required by these Conditions of Sale, the Buyer or bidder, as the case may be, shall be in breach and default of the General Conditions, and shall be liable to Gooding, and each bidder and Buyer agree that Gooding shall be entitled to recover from such

Buyer or bidder, as the case may be, any and all damages, costs, expenses, fees (including attorneys' fees) and other amounts suffered and/or incurred by Gooding as a result of such failure to comply (including, without limitation, any such damages, costs, expenses, fees and other amounts suffered or incurred as a result of suit(s) by the seller or other third parties). Further, in such event of a failure to comply, Gooding may, in its sole discretion, at any time and from time to time, in addition to all other available remedies under the General Conditions, at law and otherwise, and without any notice to such Buyer or bidder, take any one or more of the following actions to the fullest extent allowed by law (a) hold the defaulting Buyer or bidder, as the case may be, liable for the Purchase Price and all damages, costs and expenses suffered or incurred by Gooding as a result of such default and failure to comply, including, but not limited to, initiating legal action against the Buyer or bidder, including, without limitation, an action for specific performance; (b) cancel or rescind the sale; (c) resell the Vehicle(s) with or without reserve privately or at public auction and the Buyer or bidder shall be liable for any deficiency between the Purchase Price (plus all damages, costs, expenses, fees [including attorneys' fees] incurred by Gooding as a result of noncompliance and all commissions, premiums and fees applicable to such resales) and the price received upon the resale; (d) remove or arrange for the removal and storage of the Vehicle at the sole risk and cost of such defaulting Buyer or bidder; (e) offset any sums due from Gooding to the Buyer or bidder against the Purchase Price and all other amounts due and owing by the Buyer or bidder under the General Conditions; (f) repossess the Vehicle(s) for which the Purchase Price or any portion thereof is unpaid, and resell such Vehicle(s) and apply the sale proceeds against amounts owed by such Buyer or bidder under the General Conditions; and/or (g) take any other action that Gooding in its sole discretion deems necessary or desirable, including any combination of the foregoing remedies. If Buyer or bidder has purchased more than one Vehicle and Gooding receives less in payment than the total due for all Vehicles purchased, Gooding shall, in its sole discretion, apply the funds received toward payment of whichever Vehicle(s) it determines, regardless of what the Buyer or bidder may or may not direct. Each Buyer and bidder by registering to bid or by placing a bid at the Auction hereby agrees to grant Gooding and Gooding shall be deemed to have a first priority security interest in, and Gooding may retain as collateral security for such Buyer's or bidder's obligations to Gooding, any Vehicle and any other property in Gooding's possession owned by such Buyer or bidder and any and all proceeds (including proceeds as defined under the Uniform Commercial Code in effect in California), including insurance proceeds, of any of the foregoing. Gooding shall have all the rights and remedies provided to a secured party under the UCC and shall be entitled to file one or more financing statements as Gooding may desire, with regard to any and all such Vehicles and other personal property, and shall be entitled to sell any such property in Gooding's possession and apply against the Purchase Price and other amounts due and owing by the Buyer or bidder the proceeds from such sale. If Buyer or bidder defaults and Gooding elects, which it may do in its discretion, to pay the seller a portion of the net proceeds due seller with regard to the sale of the Vehicle, Gooding shall have all the rights and remedies of seller against the Buyer or bidder, including, without limitation, the right to pursue the Buyer or bidder for all such amounts and any and all other amounts, damages, costs,

fees and expenses as may be available under the General Conditions, at law, in equity or otherwise.

JURISDICTION

The auction, the General Conditions and the relationship and rights and obligations of the parties shall be governed solely and exclusively by the laws of the state of California, without regard to such state's choice of law rules and regardless of where the bidder or Buyer is located or received any auction materials. Each bidder and Buyer agree that any dispute (including any claim, counterclaim or other action) arising with regard or relating to any of the General Conditions, the auction or any Vehicle shall be brought and adjudicated only in the Los Angeles Superior Court or the United States District Court for the Central District of California, to the exclusion of all other venues and jurisdictions, and each bidder and Buyer, by registering to bid at or participating in the auction (whether in person, through an agent or representative, by absentee bid or telephone bid), and any person attending the auction, hereby agrees to and does submit and consent to exclusive jurisdiction in such courts and hereby agrees to and does submit and consent to personal jurisdiction of any and all such courts in California.

BINDING ON SUCCESSORS

The General Conditions shall be binding on each attendee or participant, as the case may be, in the auction, and each bidder and Buyer and Gooding, and their respective agents, heirs, executors, legal representatives, successors and assigns.

ATTORNEYS' FEES

If Gooding engages counsel to assist it to enforce any part of the General Conditions, with regard to any bidder, attendee, Buyer or other party, such bidder, attendee, Buyer or other party, as the case may be, shall be responsible for all reasonable fees (including, without limitation, attorneys' fees), costs and all expenses incurred by Gooding (including, without limitation, costs and all expenses related to evaluating, analyzing, assessing, enforcing, preparing for and conducting litigation of any kind or nature), whether or not legal proceedings are commenced. If proceedings are initiated with regard or relating in any way to or arising out of the General Conditions, any Vehicle, and/or the auction, the prevailing party shall recover its reasonable attorneys' fees, costs and expenses; provided, however, and notwithstanding the foregoing, if a bidder, attendee, Buyer or other party fails to first present any claim directly to Gooding and allow for a reasonable opportunity and period to mediate (and participate in such mediation of) such claim before initiating legal action against Gooding or any of its officers, directors, employees, agents or representatives, then such bidder, attendee, Buyer, or other party as the case may be, shall not be entitled to recover on any such claim any attorneys' fees whether or not such bidder, attendee, Buyer or other party prevails on such claim.

LIMITATION ON DAMAGES

EACH ATTENDEE AT THE AUCTION AND EACH BIDDER AND BUYER BY ATTENDING OR PARTICIPATING IN THE AUCTION WHETHER IN PERSON, THROUGH AN AGENT OR REPRESENTATIVE, BY TELEPHONE BID OR ABSENTEE BID AGREES THAT (A) ANY CLAIMS RELATING TO THE AUCTION, SALE OF A VEHICLE OR THE GENERAL CONDITIONS MUST BE FIRST

PRESENTED DIRECTLY TO GOODING BEFORE FILING A LEGAL ACTION, AND (B) GOODING SHALL NOT HAVE ANY LIABILITY TO ANY ATTENDEE, BIDDER, BUYER OR OTHER PARTY FOR INJURY OR DAMAGE OF ANY KIND RESULTING FROM OR RELATING TO THE NEGLIGENCE OF GOODING OR ANY OF ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR REPRESENTATIVES, ACTIVE OR OTHERWISE, OR RELATING IN ANY WAY TO ANY VEHICLE(S) OR THE AUCTION OR ANY ACT OR OMISSION OF ANY OF THE FOREGOING, UNLESS GOODING OR ITS EMPLOYEES, OFFICERS, DIRECTORS, AGENTS OR REPRESENTATIVES ARE GROSSLY NEGLIGENT AND GOODING'S SOLE LIABILITY AND DAMAGES, AND EACH ATTENDEE'S, BIDDER'S, BUYER'S AND OTHER PARTY'S SOLE AND EXCLUSIVE REMEDY, IF ANY, AT LAW, UNDER THE GENERAL CONDITIONS AND OTHERWISE AND ARISING OUT OF OR DIRECTLY OR INDIRECTLY RELATING IN ANY WAY TO THE AUCTION, ANY VEHICLE(S) (INCLUDING, BUT NOT LIMITED TO, ANY INABILITY TO DELIVER POSSESSION OF A VEHICLE TO THE BUYER), THE GENERAL CONDITIONS OR OTHERWISE, ARE IN ALL EVENTS AND CIRCUMSTANCES LIMITED EXCLUSIVELY TO AND SHALL NOT EXCEED AN AMOUNT EQUAL TO THE BUYER'S PREMIUM PAID BY SUCH BUYER TO GOODING WITH REGARD TO SUCH RESPECTIVE VEHICLE, IF ANY, OR ADMITTANCE OR REGISTRATION FEES, IF ANY, PAID TO GOODING BY THE RESPECTIVE BUYER, ATTENDEE OR BIDDER TO ATTEND AND/OR BID AT THE AUCTION, AS THE CASE MAY BE. THE AMOUNTS PAYABLE BY ANY ATTENDEE, BIDDER OR BUYER ARE NOT SUFFICIENT TO WARRANT GOODING ASSUMING ANY RISK OF DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, CONSEQUENTIAL DAMAGES TO THE BIDDER, ATTENDEE OR BUYER AS A RESULT OF OR RELATING TO ANY NEGLIGENCE, BREACH OR FAILURE TO PERFORM BY GOODING OR ANY OF ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR REPRESENTATIVES. IN NO EVENT SHALL GOODING OR ANY OF ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR REPRESENTATIVES BE LIABLE FOR, AND EACH ATTENDEE, BIDDER AND BUYER HEREBY EXPRESSLY, KNOWINGLY AND INTENTIONALLY WAIVES AND AGREES THEY SHALL NOT SEEK ANY SPECIAL, INDIRECT, PUNITIVE, CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY KIND ARISING OUT OF OR DIRECTLY OR INDIRECTLY RELATING IN ANY WAY TO THE AUCTION OR ANY VEHICLE(S), INCLUDING, WITHOUT LIMITATION, ANY LOST PROFIT, APPRECIATION, LOSS OF OPPORTUNITY OR LOSS OF INVESTMENT, REGARDLESS OF THE ACTS OR OMISSIONS OR FAULT OF GOODING OR ANY OF ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR REPRESENTATIVES.

“AS IS” – NO WARRANTY

ALL SALES ARE “AS IS – WHERE IS” AND WITH ALL FAULTS. BIDDERS AND BUYERS ARE INVITED AND STRONGLY ENCOURAGED TO CONDUCT THEIR OWN INDEPENDENT INSPECTION AND EXAMINATION OF THE VEHICLES AND ARE RESPONSIBLE TO INSPECT THE VEHICLES PRIOR TO BIDDING, AND SATISFY THEMSELVES, AS TO THE CONDITION OF THE VEHICLES AND ALL OTHER MATTERS RELATING TO THE VEHICLES PRIOR TO BIDDING. NOTWITHSTANDING ANY CATALOGUE DESCRIPTION, AUCTION ANNOUNCEMENT, AFFIRMATION, ADVERTISEMENT, PRESS RELEASE, STATEMENT (VERBAL OR WRITTEN) BY OR ON BEHALF OF GOODING AND/OR SELLER,

WHENEVER AND HOWEVER MADE, INCLUDING, WITHOUT LIMITATION, IN THE CATALOGUE, BILL OF SALE, TITLE DOCUMENTS, INVOICE OR OTHER WRITING, ALL SALES ARE MADE WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, AND NO CATALOGUE DESCRIPTION, AUCTION ANNOUNCEMENT, WRITTEN OR VERBAL INFORMATION, DESCRIPTION, POSTING, REFERENCE, ADVERTISEMENT, PRESS RELEASE, STATEMENT (VERBAL OR WRITTEN) BY OR ON BEHALF OF GOODING AND/OR SELLER, WHENEVER AND HOWEVER MADE, IS INTENDED TO BE, OR SHALL BE DEEMED TO BE OR DEEMED TO CREATE, A REPRESENTATION OR WARRANTY OR ASSUMPTION OF ANY LIABILITY BY GOODING OR SELLER. NEITHER GOODING NOR THE SELLER MAKES ANY REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AS TO TITLE WITH REGARD TO ANY VEHICLE. FURTHER, REGARDLESS OF ANY ANNOUNCEMENT, STATEMENT, AFFIRMATION OR DESCRIPTION (WHETHER ORAL OR WRITTEN), NEITHER GOODING NOR THE SELLER MAKES ANY REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, CORRECTNESS, ACCURACY OR ADEQUACY OF ANY DESCRIPTION (INCLUDING, WITHOUT LIMITATION, THE CATALOGUE DESCRIPTION), PERFORMANCE, ROADWORTHINESS, CONDITION, AUTHENTICITY, QUALITY, PROVENANCE, TITLE, RARITY OR HISTORICAL RELEVANCE WITH REGARD TO ANY VEHICLE OR WHETHER OR NOT ANY VEHICLE COMPLIES WITH ANY FEDERAL OR STATE LAWS, REGULATIONS OR ORDINANCES OF ANY KIND, NOR DO GOODING OR THE SELLER ACCEPT OR ASSUME ANY LIABILITY OR RESPONSIBILITY FOR ANY OF THE FOREGOING. GOODING AND THE SELLER HEREBY EXPRESSLY DISCLAIM ANY AND ALL REPRESENTATIONS AND WARRANTIES, INCLUDING ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATIONS OR WARRANTIES RELATING TO TITLE, WARRANTY FOR A PARTICULAR PURPOSE, MERCHANTABILITY, QUALITY, VALUE, ESTIMATES, ACCURACY OF INFORMATION OR DESCRIPTION AND ANY WARRANTY OF CONDITION OF THE VEHICLE (INCLUDING AS TO ANY CONDITION REPORT). NEITHER GOODING NOR THE SELLER SHALL HAVE ANY LIABILITY OR RESPONSIBILITY FOR ANY ERRORS, OMISSIONS AND/OR INACCURACIES IN ANY DESCRIPTION, ANNOUNCEMENT, POSTINGS, STATEMENTS, DOCUMENTS OR MATERIALS, INCLUDING, WITHOUT LIMITATION, IN THE CATALOGUE, REGARDLESS WHEN MADE. EACH BIDDER AND BUYER ACKNOWLEDGES AND AGREES THAT THEY ARE NOT ENTITLED TO RELY AND THEY EACH AGREE NOT TO RELY, UPON ANY OF SUCH ORAL OR WRITTEN DESCRIPTIONS, STATEMENTS, ANNOUNCEMENTS, INFORMATION OR MATERIALS OF ANY KIND FOR ANY PURPOSE. EACH BIDDER AND BUYER EXPRESSLY ACKNOWLEDGES AND AGREES, THAT IN NO EVENT SHALL GOODING OR ANY DIRECTOR, OFFICER, EMPLOYEE, AGENT OR REPRESENTATIVE OF GOODING BE LIABLE FOR ANY SPECIAL, INDIRECT, COMPENSATORY, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY KIND ARISING IN CONNECTION WITH OR RELATING IN ANY WAY TO THE AUCTION, ANY VEHICLE(S), THE GENERAL CONDITIONS OR ANY ACT OR OMISSION OR FAULT OF GOODING OR ANY OF ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR REPRESENTATIVES, INCLUDING, WITHOUT LIMITATION, ANY LOST PROFIT, LOST

APPRECIATION, OR LOSS OF INVESTMENT OR LOST OPPORTUNITY, EACH AND ALL OF WHICH ARE HEREBY EXPRESSLY WAIVED.

MISCELLANEOUS

Headings are for ease of reference only and may not be used to interpret the substance of the section to which they apply. If any term, provision, condition or covenant of the General Conditions or its application to any party or circumstance shall be held, to any extent, invalid or unenforceable, the remainder of the General Conditions, or the application of the term, provision, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected, and shall be valid and enforceable to the fullest extent permitted by law. In the event of a conflict between these Conditions of Sale and any other document constituting a part of the General Conditions, the Conditions of Sale shall prevail unless the other conflicting provision is more strict against the Buyer or bidder. Time is of the essence under the General Conditions.