

INCIDENTAL OR PUNITIVE DAMAGES CLAIMED BY SUCH OTHER PARTY UNDER THE TERMS OF OR DUE TO ANY BREACH OF THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, LOSS OF REVENUE OR INCOME, COST OF CAPITAL, OR LOSS OF BUSINESS REPUTATION OR OPPORTUNITY.

8.13 Binding Effect; Assignment This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. No assignment of this Agreement or of any rights or obligations hereunder may be made by Seller or Buyer (by operation of law or otherwise) without the prior written consent of the other parties hereto and any attempted assignment without the required consents shall be void.

8.14 Counterparts

This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

8.15 Validity

In the event the non-refundable deposit specified in Section 2.2 above is not received by Seller by 4 pm Central Standard Time on November 2, 2009, then this Agreement shall be deemed null and void without notice or any other action by either party in which case neither party shall any further obligation or liability with respect to this Agreement or the subject matter thereof.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed effective as of the day and year first above written by their duly authorized officers or representatives.

Seller:

Buyer:

ENERGY PARTS SOLUTIONS, LLC

DERWICK ASSOCIATES, S.A.

By:



Print Name:

Jeff Canon

Title:

President

Date:

10/22/09

By:



Print Name: Leopoldo Betancourt

Title: Legal Representative

Date: October 22, 2009