

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 the 10th day following the Effective Date, then at the election of the Seller, in its sole discretion, this Agreement shall be deemed null and void upon notice thereof to Buyer in which case neither party shall have 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: 

By: 

Print Name: Jeff Canon

Print Name: Leopoldo Betancourt

Title: President

Title: Legal Representative

Date: 10/22/09

Date: 22 of October, 2009