**\*\*\*\*\*\*\*EXAMPLE- GET WITH YOUR ATTORNEY – this is a sample not a final**

**ASSET PURCHASE**

THIS ASSET PURCHASE (the “Agreement”), dated as of April 15, 2020, is made by and between, (YOUR CO. NAME) LLC, an (Your State) limited liability company (the “Buyer”) and **ABC Mechanical dba My DADS Air Conditioning and Heating** an (Your State) limited liability company (the “Business” or “Seller,” and with the Buyer, the “Parties”).

WHEREAS, the Seller owns and operates an HVAC Business and owns certain assets and specifically a Customer Data base, customer records, website and Business phone number (the “Customer Base”);

WHEREAS, the Buyer desires to acquire 100% of the Customer Base; the Business phone number, website and all rights in agreements, contracts and orders (the “Assets”) of Seller and the Seller desires to sell the Assets; and

NOW, THEREFORE, in consideration of the mutual covenants other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties agree as follows: 1. ASSETS PURCHASED

1.1. The Seller agrees to sell to the Buyer and the Buyer agrees to purchase from the Seller, on the terms and conditions in this Agreement, the Assets. The business telephone number and the customer database list, which consists of approximately 5000 customers including 0 unit (maintenance agreements), will be delivered in an Excel spreadsheet file.

1.2. Excluded from this sale and purchase are Seller’s accounts receivable, cash, notes receivable, inventory, equipment used in the business, prepaid accounts, security deposits, tax credits and records, organizational documents, employee records, business office assets and all other assets except those listed in Section 1.1

1.3. Buyer will NOT assume any liabilities prior to closing.

1.3.1. All Liabilities under all Contracts included in the Purchased Assets, but only to the extent such Contracts are actually assigned to Buyer or Buyer otherwise becomes entitled to rights and benefits

1.3.2. any Liability to Seller's customers incurred by Seller in the ordinary course of business for nondelinquent orders outstanding as of the Closing as reflected on the Seller's books (other than any Liability arising out of or relating to breach that occurred prior to the Closing)

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1.4. It is explicitly agreed that other than those Liabilities in Section 1.3 the Buyer will assume no liabilities, obligations or commitments arising out of or relating to the Assets or the Seller’s business, of whatever kind or nature, whether contingent or absolute, whether known or unknown, whether arising prior to or on or after this Agreement and including but not limited to any ROC or liability claims that may occur from work done by **ABC Mechanical dba My DADS Air Conditioning and Heating** prior to the signing date.

2. PURCHASE PRICE FOR ASSETS.

2.1. The purchase price for the Assets will be (i) a cash payment of $00,000.00 (the “Cash Payment”) upon closing of the transaction contemplated herein (“Closing”). **(Could be 4-8% deal per year added)**

2.2. As soon as practicable after the Closing, Buyer shall deliver to Seller a statement (the “Allocation Statement”), allocating the Purchase Price among the Purchased Assets in accordance with Section 1060 of the Internal Revenue Code Seller and Buyer agree to (i) be bound by the Allocation Statement and (ii) act in accordance with the Allocation Statement in the preparation, filing and audit of any tax return (including filing Form 8594 with its federal income Tax return for the taxable year that includes the date of the Closing).

2.4. ADJUSTMENTS There are no Closing adjustments.

3. TRANSITION OF BUSINESS 3.1. During the period between this Agreement and Closing, the Seller will continue to conduct its business only in the ordinary course and will undertake no extraordinary business activities without the Buyer’s consent.

4. POST-CLOSING ASSISTANCE. Seller will make available to Buyer the services of Dan and (Sellers Owner Name) to introduce customers and answer service related issues on a reasonable basis for a period of thirty (60) days following the Closing in such a manner as to effect a smooth transition. This does not include any service or maintenance by (Sellers Owner Name).

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5. SELLER’S REPRESENTATIONS AND WARRANTIES

Seller represents and warrants as follows:

5.1. CORPORATE EXISTENCE. Seller is now and on the date of closing will be a limited liability corporation duly organized and validly existing and in good standing under the laws of the State of (Your State). Seller has all requisite corporate power and authority to own and/or operate the Assets.

5.2. AUTHORIZATION. The execution, delivery and performance of this Agreement have been duly authorized and approved by the necessary corporate action, including, but not limited to, authorization of the board of directors and the sole shareholder of Seller, and this Agreement constitutes a valid and binding agreement of Seller in accordance with its terms.

5.3. TITLE TO ASSETS. Seller holds good and marketable title to the Assets, free and clear of restrictions on or conditions to transfer or assignment, and free and clear of liens, pledges, charges or encumbrances.

5.4. BROKERS AND FINDERS. Seller has employed no broker or finder for the transaction contemplated by this Agreement or taken action that would give rise to valid claims against any party for a brokerage commission, finder’s fee or other like payment.

5.5. TRANSFER NOT SUBJECT TO ENCUMBRANCES OR THIRD PARTY APPROVAL. The execution and delivery of this Agreement by Seller, and consummating the contemplated transactions, will not result in the creation or imposition of any valid lien, charge or encumbrance on any of the Assets, and will not require the authorization, consent, or approval of any third party, including any governmental division or regulatory agency.

5.6. LITIGATION. There is no judgment, order, injunction, decree or award (whether rendered by a court, administrative agency or by arbitration) to which the Seller is a party that, either individually or in the aggregate, would have a material adverse effect on the transactions contemplated by this Agreement and there is no judgment, and or, injunction, decree or award which relates to the Assets being transferred.

5.7. BANKRUPTCY. The Seller has not had or intends to have any petition for a receiving order in bankruptcy filed against it, has made or intends to make a voluntary assignment in bankruptcy, has initiated or intends to initiate any proceeding regarding a compromise or arrangement, has initiated or intends to initiate any proceeding to have itself declared bankrupt or wound-up, has initiated or intends to initiate any proceeding to have a receiver appointed to any part of its assets, has had any creditor take or anticipates that any creditor will take possession of any of its property, or has had any of the foregoing become enforceable or anticipates that any of the foregoing will become enforceable upon any of its property.

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5.8. ACCURACY OF REPRESENTATIONS AND WARRANTIES. None of the representations or warranties of Seller contain or will contain any untrue statements of a material fact or omit or will omit or misstate a material fact necessary to make statements in this Agreement not misleading. Seller knows of no fact that has resulted, or that in the reasonable judgment of Seller will result in material change in the business, operations, or assets of Seller that has not been set forth in this Agreement or otherwise disclosed to Buyer. 6. REPRESENTATIONS OF BUYER

Buyer represents and warrants as follows:

6.1. CORPORATE EXISTENCE.

Buyer is a limited liability company duly organized, validly existing, and in good standing under the laws of the State of (Your State). Buyer has all requisite corporate power and authority to enter this Agreement and perform its obligations .

6.2. AUTHORIZATION.

The execution, delivery and performance of this Agreement have been duly authorized and approved by any necessary corporate action, and this Agreement constitutes a valid and binding agreement of Buyer in accordance with its terms.

6.3. BROKERS AND FINDERS. Buyer has employed no broker or finder for the transactions contemplated by this Agreement and has taken no action that would give rise to a valid claim against any party for a brokerage commission, finder’s fee or other like payment. 6.4. ACCURACY OF REPRESENTATIONS AND WARRANTIES. None of the representations or warranties of Buyer contain or will contain any untrue statement of a material fact or omit or will omit or misstate a material fact necessary to make the misstatements contained not misleading.

7. CLOSING AND TERMINATION 7.1. Unless this agreement is earlier terminated in accordance with Section 7.7, the Closing shall take place on or before April 15, 2020 or on such earlier date when each of the conditions set forth in this Section 7 have been satisfied or waived (other than those conditions that by their nature are to be satisfied at the Closing, but subject to the fulfillment or waiver of those conditions), or at such other time as the Parties may agree (the “Closing Date”). The Closing will take place at the offices of Buyer or at such other location as the Parties agree.

7.2. The respective obligations of each Party to consummate the transaction contemplated will be subject to the satisfaction at or prior to Closing of each of these conditions:

7.2.1. The Parties will have made all necessary filings and received all necessary governmental, regulatory, third party and member approvals and consents to consummate the transaction contemplated .

7.2.2. A Bill of Sale; Assumption Agreement. Seller will have executed and delivered to Buyer the Bill of Sale and the Assumption Agreement.

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7.3. The obligations of the Seller to consummate the transactions contemplated will be subject to the satisfaction at or prior to Closing each of these conditions (it being understood that each such condition is solely for the benefit of the Seller and may be waived by the Seller in writing in its sole discretion without notice, liability or obligation to any person):

7.3.1. The representations and warranties of the Buyer in this Agreement will be true and correct in all material respects (except for such representations and warranties qualified by their terms by a reference to materiality, which representations and warranties as so qualified will be true and correct ) on and by the date of this Agreement and on and by the Closing Date as though such representations and warranties were made on and by such date (except for representations and warranties which address matters only on a specified date, which representations and warranties will be true and correct regarding such specified date). The Buyer will have performed and complied materially with all covenants, obligations and conditions of this Agreement required to be performed and complied with by it at or prior to the Closing. 7.3.2. There will be no material adverse change in the operations, assets, results of operations, or condition, financial or otherwise, of the Buyer.

7.4. The obligations of the Buyer to consummate the transactions contemplated will be subject to the satisfaction at or prior to Closing each of these conditions (it being understood that each such condition is solely for the benefit of the Buyer and may be waived by the Buyer in writing in its sole discretion without notice, liability or obligation to any person): 7.4.1. The representations and warranties of the Seller in this Agreement will be true and correct materially (except for such representations and warranties qualified by their terms by a reference to materiality, which representations and warranties as so qualified will be true and correct ) on and by the date of this Agreement and on and by the Closing Date as though such representations and warranties were made on and by such date (except for representations and warranties which address matters only on a specified date, which representations and warranties will be true and correct regarding such specified date). The Seller will have performed and complied materially with all covenants, obligations and conditions of this Agreement required to be performed and complied with by it at or prior to the Closing.

7.5. There will not have occurred a material adverse effect regarding the Seller since the date of the Agreement.

7.6. Prior to the Closing, this Agreement may be terminated and the transactions contemplated abandoned by authorized action taken by the terminating Party:

7.6.1. by mutual written consent duly authorized by the Parties;

7.6.2. The terminating party shall have discovered a material error, misstatement, or omission in the representations and warranties made in this Agreement by the other party which shall not have been cured by such other party within fifteen (15) days after written notice to such other party specifying in detail such asserted error, misstatement, or omission, or by the closing date, whichever first occurs. 7.6.3. The party with a right to terminate this Agreement pursuant to Section 7.6.2 will not be bound to exercise such right, and its failure to exercise such right shall not constitute a waiver of any other right it may have under this Agreement, including but not limited to remedies for breach of a representation, warranty, or covenant.

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8. NON-COMPETITION/CONFIDENTIALITY/NON-SOLICITATION COVENANT 8.1. Noncompetition. From the Closing Date for a two (2) year period thereafter , (Sellers Owner Name), (Sellers Owner Name) shall not, individually or jointly with others, directly or indirectly, whether for his, her or its own account or for that of any other person or entity, engage in or own or hold any ownership interest in any person or entity engaged in a contracting company business that operates primarily the same as or substantially similar to that of the Contracting company sold hereunder, anywhere within (County Name)County, (Your State).

8.2. Confidentiality. 8.2.1. Definition. For this Agreement, "Proprietary Information" will include all information, whether owned, licensed or otherwise used by or in the possession of the Seller, which reasonably would be considered proprietary or confidential to the business of the Seller including but not limited to proprietary or confidential trade or industrial practices, marketing and technical plans, technology, personnel, organization or internal affairs, plans for products and ideas, and proprietary techniques and other trade secrets. Notwithstanding the foregoing, "Proprietary Information" will not include information that has entered the public domain.

8.2.2. No Disclosure, Use, or Circumvention. The Seller and its members and Affiliates will not disclose any Proprietary Information to any third parties and will use no Proprietary Information in the Seller's business or any affiliated business without the prior written consent of the Buyer and then only to the extent specified in that consent. Consent may be granted or withheld at the sole discretion of the Buyer. The Seller, its members and Affiliates will not contact any suppliers, customers, employees, affiliates or associates to circumvent the purposes of this provision.

8.2.3. Maintenance of Confidentiality. The Seller will take all steps reasonably necessary or appropriate to maintain the strict confidentiality of the Proprietary Information and to assure compliance with this Agreement.

8.3. Non-Solicitation. For a period two (2) years following the Closing Date, (Sellers Owner Name) or (Sellers Owner Name) will not offer employment to any employee of the Buyer or its Affiliates or otherwise solicit or induce any employee of the Buyer or its Affiliates to terminate his or her employment, nor will the Sellers, (Sellers Owner Name) or (Sellers Owner Name) act as partner, consultant, agent, owner or part owner, or in any other capacity for any person or entity which solicits or otherwise induces any employee of the Buyer or its Affiliates to terminate his or her employment with the Buyer; provided however, it will not violate this Section 8 f any employee of Buyer or its Affiliates are employed both at a contracting company owned by Buyer or its Affiliates and also at a contracting company owned by Seller, Dan or Kathy Novak, or any of their Affiliates.

8.4. Reasonableness of Restrictions; Reformation; Enforcement. The parties recognize and acknowledge that the geographical and time limitations in Section 8.1, and Section 8.3and are reasonable and properly required to protect the Buyer's interests. Parties agree that if any portion of the restrictions are held to be unreasonable, arbitrary, or against public policy, then the restrictions will be considered divisible, both on the time and to the geographical area, with each month of the specified period being deemed a separate period of time and each radius mile of the restricted territory being deemed a separate geographical area, so the lesser period of time or geographical area will remain effective so long as the same is not unreasonable, arbitrary, or against public policy. The parties agree that in the event any court of competent jurisdiction determines the specified period or the specified geographical area of the restricted territory to be unreasonable, arbitrary, or against public policy, a lesser time period or geographical area that is determined to be reasonable, non-arbitrary, and not against public policy may be enforced. If any of the covenants contained are violated and if any court action is instituted by the Buyer to prevent or enjoin such violation, then the period of time during which the business activities will be restricted, as provided in this Agreement, will be lengthened by a period of time equal to the period between the date of the breach of the terms or covenants contained in this Agreement and the date on which the decree of the court disposing of the issues upon the merits will become final and not subject to further appeal.

8.5. In the event it is necessary for the Buyer to initiate legal proceedings to enforce, interpret or construe any of the covenants in SECTION 8.1, SECTION 8.2 and SECTION 8.3 hereof, the prevailing party in such proceedings shall be entitled to receive from the non-prevailing party, in addition to all other remedies, all costs, including reasonable attorneys' fees, of such proceedings including appellate proceedings.

8.6. Specific Performance. The parties agree that a breach of any of the covenants in SECTION 8.1, SECTION 8.2 and SECTION 8.3 will cause irreparable injury to the Buyer for which the remedy at law will be inadequate and would be difficult to ascertain and therefore, in the event of the breach or threatened breach of any such covenants, the Buyer will be entitled, in addition to any other rights and remedies it may have at law or in equity, to obtain an injunction to restrain any threatened or actual activities in violation of any such covenants. The parties consent and agree that temporary and permanent injunctive relief may be granted in any proceedings that might be brought to enforce any such covenants without the necessity of proof of actual damages, and in the event the Buyer does apply for such an injunction, that the Buyer has an adequate remedy at law will not be raised as a defense.

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9. SELLERS INDEMNIFICATION. Seller agrees to indemnify and hold Buyer, its successors and assigns harmless from and against:

9.1. All claims, liabilities and obligations of every kind and description, contingent or otherwise, arising out of or related to the operation of Seller’s business prior to midnight on the date of Closing, except for claims, liabilities and obligations of Seller expressly assumed by Buyer under this agreement or paid by insurance maintained by Seller or Buyer.

9.2. All damage or deficiency resulting from any material misrepresentation or breach of warranty or covenant, or nonfulfillment of any agreement by Seller under this agreement.

9.3. Seller’s indemnity obligations under 7.3will be subject to the following:

9.3.1. If any claim is asserted by a third party against Buyer for which Buyer has a claim against Seller for indemnification under this paragraph, the Buyer will promptly give written notice to Seller concerning such claim and Seller will, at no expense to Buyer defend the claim.

9.3.2. Seller will not be required to indemnify Buyer for any amount that exceeds the total purchase price paid by Buyer under Section 2.

10. BUYERS INDEMNIFICATION. Buyer agrees to defend, indemnify and hold harmless Seller from and against:

10.1. Any all claims, liabilities and obligations of every kind and description arising out of or related to the operation of the business following closing or arising out of Buyer’s failure to perform obligations of Seller assumed by Buyer under this agreement.

10.2. All damage or deficiency resulting from any material misrepresentation, breach of warranty or covenant, or nonfulfillment of any agreement by Buyer under this agreement.

11. INDEMNIFICATION PROCESS. If any Action is commenced or threatened that may give rise to a claim for indemnification (an “Indemnification Claim”) by any person entitled to indemnification under this Agreement (each, an “Indemnified Person”) against the Seller, then such Indemnified Person will promptly give written notice to the Seller of such Indemnification Claim including a description thereof in reasonable detail sufficient for the Seller to assess whether such claim is a valid Indemnification Claim (an “Indemnification Notice”). Failure to notify the Seller will not relieve the Seller of any liability it may have to the Indemnified Person, except to the extent the defense of such Action is materially and irrevocably prejudiced by the Indemnified Person’s failure to give such notice. In the event of an Indemnification Claim that arises out of the claim of any third party, the Seller may elect at any time to assume and thereafter conduct the defense of the Indemnification Claim, at the Seller’s expense, with counsel of the Seller’s choice satisfactory to the Indemnified Person. Until the Seller assumes the defense of such Indemnification Claim, the Indemnified Person may defend against the Indemnification Claim in any manner the Indemnified Person reasonably may deem appropriate and the reasonable costs of such defense will be borne by the Seller and will be deemed Damages . In the event the Seller assumed the defense of any Indemnification Claim, the Seller will not approve of the entry of any judgment or enter into any settlement regarding the Indemnification Claim without the Indemnified Person’s prior written consent.

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12. MISCELLANEOUS

12.1. Except as otherwise provided , no Party will assign or transfer this Agreement or any rights or obligations without the prior written consent of the other Party, and any such attempted assignment without such prior written consent will be void and of no force and effect. With written notice to the other Party, a Party may assign or transfer this Agreement to an entity controlling, controlled by or under common control with such Party, (ii) as part of a sale of substantially all of such Party’s assets or (iii) for a merger of such Party with or into another entity; provided, that in each such case the assigning or transferring Party will remain fully and primarily liable . This Agreement will be binding upon and inure to the benefit of the heirs, personal representatives, successors, and assigns of the Parties.

12.2. This Agreement will be governed by and will be construed in accordance with the laws of the State of (Your State). EACH PARTY HERETO AGREES TO SUBMIT TO THE PERSONAL JURISDICTION AND VENUE OF THE STATE AND/OR FEDERAL COURTS LOCATED IN (COUNTY NAME)COUNTY, (YOUR STATE) FOR RESOLUTION OF ALL DISPUTES ARISING OUT OF, IN CONNECTION WITH, OR BY REASON OF THE INTERPRETATION, CONSTRUCTION AND ENFORCEMENT OF THIS AGREEMENT, AND HEREBY WAIVES THE CLAIM OR DEFENSE THEREIN THAT SUCH COURTS CONSTITUTE AN INCONVENIENT FORUM. AS A MATERIAL INDUCEMENT FOR THIS AGREEMENT, EACH PARTY SPECIFICALLY WAIVES THE RIGHT TO TRIAL BY JURY OF ANY ISSUES SO TRIABLE. The substantially prevailing party in any litigation arising will be entitled to an award of a reasonable sum as attorneys fees and costs in connection with such litigation.

12.3. Any notice or other communication required or permitted to be given under this Agreement will be in writing and will be mailed by certified mail, return receipt requested, postage prepaid, addressed to the parties as follows:

To the Buyer:

(YOUR NAME/Gary Elekes and Adress of business buying Assets)

To the Seller: (Sellers Owner Name) and (Sellers Owner Name and address)

All notices and other communications will be deemed to be given at the expiration of three (3) days after the date of mailing. The addresses to which notices or other communications will be mailed may be changed from time to time by giving written notice to the other parties.

12.4. This Agreement constitutes the entire agreement between the parties pertaining to its subject matter and it supersedes all prior contemporaneous agreements, representations, and understandings of the parties. No supplement, modification, or amendment of this Agreement will be binding unless executed in writing by all parties.

12.5. This Agreement may be executed and delivered in two or more counterparts, each of which, when so executed and delivered, will be an original, and such counterparts together will constitute but one and the same instrument and agreement, and the Agreement will not be binding on any party until all parties have executed it. This Agreement may be signed by a facsimile or electronic signature, which will have the same force and effect as an original signature.

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12.6. If any part of this Agreement is declared by any court or other judicial or administrative body to be null, void or unenforceable, said provision will survive to the extent it is not so declared, and all of the other provisions of this Agreement will remain in full force and effect only if, after excluding the portion deemed unenforceable, the remaining terms will provide for the consummation of the transactions contemplated in substantially the same manner as originally set forth at the later of the date this Agreement was executed or last amended.

12.7. At the request of Buyer after the Closing Date, Seller will execute and deliver such documents and take such commercially reasonable actions as Buyer may reasonably request to effectuate the purposes of this Agreement.

13. Expenses. Whether or not the Asset Purchase is consummated, all fees and expenses in connection with the Asset Purchase including, without limitation, all legal, accounting, financial advisory, consulting and all other fees and expenses of third parties incurred by a party in connection with the negotiation and effectuation of the terms and conditions of this Agreement and the transactions contemplated , will be the obligation of the respective party incurring such fees and expenses

14. Survival. All covenants, agreements, representations, warranties and conditions of the Closing in this Agreement are intended to be made or performed on or prior to the Closing will survive after the Closing will survive the Closing for twenty four (24) months and then expire

15. Counsel and Waiver of Conflicts. Buyer acknowledges that Seller has advised Buyer to retain counsel of their own choice in connection with this Agreement; (ii) it has read this Agreement; (iii) it has been represented in the preparation, negotiation and execution of this Agreement by legal counsel of its own choice or has voluntarily declined to seek such counsel; and (iv) it understands the terms and consequences of this Agreement and is fully aware of the legal and binding effect of this Agreement. Seller understands that the Purchaser has represented themselves in the preparation, negotiation and execution of this Agreement.

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 16. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. A facsimile, telecopy, PDF or other reproduction of this Agreement may be executed by one or more parties hereto, and an executed copy of this Agreement may be delivered by one or more parties by facsimile or similar electronic transmission device pursuant to which the signature of or on behalf of such party can be seen, and such execution and delivery shall be considered valid, binding and effective for all purposes. At the request of any party, all parties agree to execute an original of this Agreement as well as any facsimile, telecopy, PDF or other reproduction hereof.

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 IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the date and year first above written.

Dated:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(YOUR CO. NAME), LLC

BY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ . Name or LLC Member

Dated:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(YOUR CO. NAME), LLC

BY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name or LLC Member

(YOUR CO. NAME), LLC

BY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name or LLC Member

Dated:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

ABC Mechanical dba My DADS Air Conditioning and Heating, LLC

BY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Sellers Owner Name), Member

Dated:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Sellers Owner Name), as to Section 8

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Sellers Owner Name)

Dated:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

ABC Mechanical dba My DADS Air Conditioning and Heating

BY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Sellers Owner Name), Member

Dated:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_