

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM594894

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LOV FINISH CARE, INC.		12/06/2019	Corporation:
RECEIVING PARTY DATA			
Name:	GEORGE K HOOD LEGACY LLC		
Doing Business As:	THE LAB ZONE		
Street Address:	6114 33rd St E		
City:	Bradenton		
State/Country:	FLORIDA		
Postal Code:	34203		
Entity Type:	Corporation: FLORIDA		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	5497737	ULTIMA	
Registration Number:	4810969	GEL COAT LABS	
Registration Number:	4775358	PREMIUM FINISH CARE	
Registration Number:	4019076	POLYCHARGER	
Registration Number:	4395691	SONÜS THE PERFECT SHINE	
Registration Number:	4395687	ULTIMA	
Registration Number:	4395685	FOUR STAR 4	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	4045588977		
Email:	russ@thelabzone.com		
Correspondent Name:	Russell W Buchanan		
Address Line 1:	6114 33rd St E		
Address Line 4:	Bradenton, FLORIDA 34203		
NAME OF SUBMITTER:	/russell w buchanan/		
SIGNATURE:	/russell w buchanan/		

OP \$190.00 5497737

DATE SIGNED:

08/31/2020

Total Attachments: 176

source=signature pages #page1.tif
source=signature pages #page2.tif
source=signature pages #page3.tif
source=signature pages #page4.tif
source=signature pages #page5.tif
source=signature pages #page6.tif
source=signature pages #page7.tif
source=signature pages #page8.tif
source=signature pages #page9.tif
source=signature pages #page10.tif
source=signature pages #page11.tif
source=signature pages #page12.tif
source=signature pages #page13.tif
source=Lov Finish APA.v3.1 (Clean)(Fully Compiled).FE#page1.tif
source=Lov Finish APA.v3.1 (Clean)(Fully Compiled).FE#page2.tif
source=Lov Finish APA.v3.1 (Clean)(Fully Compiled).FE#page3.tif
source=Lov Finish APA.v3.1 (Clean)(Fully Compiled).FE#page4.tif
source=Lov Finish APA.v3.1 (Clean)(Fully Compiled).FE#page5.tif
source=Lov Finish APA.v3.1 (Clean)(Fully Compiled).FE#page6.tif
source=Lov Finish APA.v3.1 (Clean)(Fully Compiled).FE#page7.tif
source=Lov Finish APA.v3.1 (Clean)(Fully Compiled).FE#page8.tif
source=Lov Finish APA.v3.1 (Clean)(Fully Compiled).FE#page9.tif
source=Lov Finish APA.v3.1 (Clean)(Fully Compiled).FE#page10.tif
source=Lov Finish APA.v3.1 (Clean)(Fully Compiled).FE#page11.tif
source=Lov Finish APA.v3.1 (Clean)(Fully Compiled).FE#page12.tif
source=Lov Finish APA.v3.1 (Clean)(Fully Compiled).FE#page13.tif
source=Lov Finish APA.v3.1 (Clean)(Fully Compiled).FE#page14.tif
source=Lov Finish APA.v3.1 (Clean)(Fully Compiled).FE#page15.tif
source=Lov Finish APA.v3.1 (Clean)(Fully Compiled).FE#page16.tif
source=Lov Finish APA.v3.1 (Clean)(Fully Compiled).FE#page17.tif
source=Lov Finish APA.v3.1 (Clean)(Fully Compiled).FE#page18.tif
source=Lov Finish APA.v3.1 (Clean)(Fully Compiled).FE#page19.tif
source=Lov Finish APA.v3.1 (Clean)(Fully Compiled).FE#page20.tif
source=Lov Finish APA.v3.1 (Clean)(Fully Compiled).FE#page21.tif
source=Lov Finish APA.v3.1 (Clean)(Fully Compiled).FE#page22.tif
source=Lov Finish APA.v3.1 (Clean)(Fully Compiled).FE#page23.tif
source=Lov Finish APA.v3.1 (Clean)(Fully Compiled).FE#page24.tif
source=Lov Finish APA.v3.1 (Clean)(Fully Compiled).FE#page25.tif
source=Lov Finish APA.v3.1 (Clean)(Fully Compiled).FE#page26.tif
source=Lov Finish APA.v3.1 (Clean)(Fully Compiled).FE#page27.tif
source=Lov Finish APA.v3.1 (Clean)(Fully Compiled).FE#page28.tif
source=Lov Finish APA.v3.1 (Clean)(Fully Compiled).FE#page29.tif
source=Lov Finish APA.v3.1 (Clean)(Fully Compiled).FE#page30.tif
source=Lov Finish APA.v3.1 (Clean)(Fully Compiled).FE#page31.tif
source=Lov Finish APA.v3.1 (Clean)(Fully Compiled).FE#page32.tif
source=Lov Finish APA.v3.1 (Clean)(Fully Compiled).FE#page33.tif

source=Lov Finish APA.v3.1 (Clean)(Fully Compiled).FE#page130.tif
source=Lov Finish APA.v3.1 (Clean)(Fully Compiled).FE#page131.tif
source=Lov Finish APA.v3.1 (Clean)(Fully Compiled).FE#page132.tif
source=Lov Finish APA.v3.1 (Clean)(Fully Compiled).FE#page133.tif
source=Lov Finish APA.v3.1 (Clean)(Fully Compiled).FE#page134.tif
source=Lov Finish APA.v3.1 (Clean)(Fully Compiled).FE#page135.tif
source=Lov Finish APA.v3.1 (Clean)(Fully Compiled).FE#page136.tif
source=Lov Finish APA.v3.1 (Clean)(Fully Compiled).FE#page137.tif
source=Lov Finish APA.v3.1 (Clean)(Fully Compiled).FE#page138.tif
source=Lov Finish APA.v3.1 (Clean)(Fully Compiled).FE#page139.tif
source=Lov Finish APA.v3.1 (Clean)(Fully Compiled).FE#page140.tif
source=Lov Finish APA.v3.1 (Clean)(Fully Compiled).FE#page141.tif
source=Lov Finish APA.v3.1 (Clean)(Fully Compiled).FE#page142.tif
source=Lov Finish APA.v3.1 (Clean)(Fully Compiled).FE#page143.tif
source=Lov Finish APA.v3.1 (Clean)(Fully Compiled).FE#page144.tif
source=Lov Finish APA.v3.1 (Clean)(Fully Compiled).FE#page145.tif
source=Lov Finish APA.v3.1 (Clean)(Fully Compiled).FE#page146.tif
source=Lov Finish APA.v3.1 (Clean)(Fully Compiled).FE#page147.tif
source=Lov Finish APA.v3.1 (Clean)(Fully Compiled).FE#page148.tif
source=Lov Finish APA.v3.1 (Clean)(Fully Compiled).FE#page149.tif
source=Lov Finish APA.v3.1 (Clean)(Fully Compiled).FE#page150.tif
source=Lov Finish APA.v3.1 (Clean)(Fully Compiled).FE#page151.tif
source=Lov Finish APA.v3.1 (Clean)(Fully Compiled).FE#page152.tif
source=Lov Finish APA.v3.1 (Clean)(Fully Compiled).FE#page153.tif
source=Lov Finish APA.v3.1 (Clean)(Fully Compiled).FE#page154.tif
source=Lov Finish APA.v3.1 (Clean)(Fully Compiled).FE#page155.tif
source=Lov Finish APA.v3.1 (Clean)(Fully Compiled).FE#page156.tif
source=Lov Finish APA.v3.1 (Clean)(Fully Compiled).FE#page157.tif
source=Lov Finish APA.v3.1 (Clean)(Fully Compiled).FE#page158.tif
source=Lov Finish APA.v3.1 (Clean)(Fully Compiled).FE#page159.tif
source=Lov Finish Bill of Sale.v2(Clean).FE#page1.tif
source=Lov Finish Bill of Sale.v2(Clean).FE#page2.tif
source=Lov Finish Bill of Sale.v2(Clean).FE#page3.tif
source=IMPORTANT PLEASE READ Trademark Conveyance Notes for LOV FINISH CARE Inc to George K Hood Legacy LLC#page1.tif

IN WITNESS WHEREOF, the sole Member and Manager has executed this document as of the day and year first above written.

GEORGE K. HOOD LEGACY LLC

MANAGER:

By: Russell W. Buchanan
Name: Russell W. Buchanan

MEMBER:

By: Russell W. Buchanan
Name: Russell W. Buchanan

[Signature Page to Buyer Incumbency Certificate]

IN WITNESS WHEREOF, the Payor has executed this Secured Subordinated Promissory Note under seal, the day and year first above written.

PAYOR:

George K Hood Legacy LLC

By: Russell Buchanan
Name: Russell Buchanan
Title: Manager

PAYEE:

Lov Finish Care, Inc. dba The Lab Zone

By: Rick Vaal
Name: Rick Vaal
Title: President

RICK VAAL, on my own behalf

Rick Vaal
Name: Rick Vaal

[Signature Page to Secured Subordinated Promissory Note]

IN WITNESS WHEREOF, the Parties have executed this Asset Purchase and Sale Agreement as of the date first above written.

SELLER:

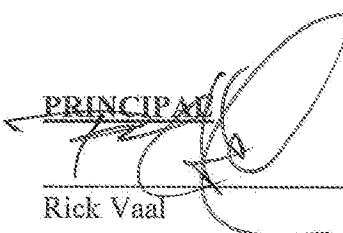
Lov Finish Care, Inc. DBA The Lab Zone

By:  (SEAL)

Name: Rick Vaal

Its: President

PRINCIPAL


Rick Vaal

(SEAL)

[Signature page to Asset Purchase Agreement – Seller]

IN WITNESS WHEREOF, the Parties have executed this Asset Purchase and Sale Agreement as of the date first above written.

BUYER PRINCIPAL:

Russell Buchanan

By: Russell Buchanan (SEAL)
Name: Russell Buchanan

BUYER:

GEORGE K HOOD LEGACY LLC

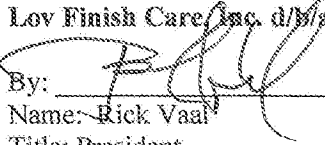
By: Russell Buchanan (SEAL)
Name: Russell Buchanan
Its: Manager

[Signature page to Asset Purchase Agreement – Buyer]

IN WITNESS WHEREOF, the parties have executed this Bill of Sale, Assignment and Assumption Agreement effective as of the date first above written.

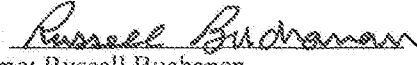
SELLER:

Lov Finish Care, Inc. d/b/a The Lab Zone

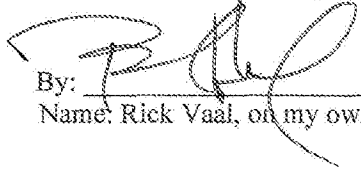
By: 
Name: Rick Vaal
Title: President

PURCHASER:

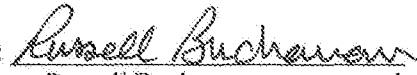
George K Hood Legacy LLC

By: 
Name: Russell Buchanan
Title: Manager

SELLER PRINCIPAL(S):

By: 
Name: Rick Vaal, on my own behalf

PURCHASER PRINCIPAL(S):

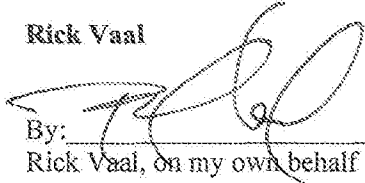
By: 
Name: Russell Buchanan, on my own behalf

[Signature Page to Bill of Sale]

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

SELLER PRINCIPAL:

Rick Vaal

By:  (Seal)
Rick Vaal, on my own behalf


BUYER:

George K Hood Legacy LLC

By:  (Seal)
Name: Russell Buchanan

SELLER COMPANY:

Lov Finish Cafe, Inc., d/b/a The Lab Zone

By:  (Seal)
Name: Rick Vaal
Title: President

[Signature Page to CNC-Consultant]

CERTIFICATE OF NONFOREIGN STATUS OF TRANSFEROR

Section 1445 of the Internal Revenue Code provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person.

To inform George K Hood Legacy LLC ("Transferee") that withholding of tax is not required upon disposition of a U.S. real property interest, the undersigned transferor ("Transferor") hereby certifies the following:

1. That the Transferor is the owner of the real property interest (the "Assets") as further defined in the Asset Purchase Agreement between Transferor and Transferee.
2. Transferor is not a nonresident alien, foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations);
3. Transferor is not a disregarded entity as defined in Treasury Regulations section 1.1445-2(b)(2)(iii);
4. Transferor's taxpayer identifying number is: _____; and,
5. Transferor's address is: 6114 33rd Street, East Bradenton, Florida 34203.

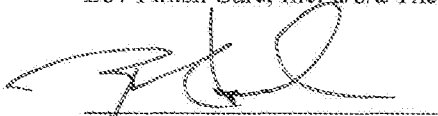
The undersigned understands that this certification may be disclosed to the Internal Revenue Service by the Transferee and that any false statement made here could be punished by fine, imprisonment, or both.

UNDER PENALTIES OF PERJURY THE UNDERSIGNED DECLARES THAT THE UNDERSIGNED HAS AUTHORITY TO EXECUTE THIS DOCUMENT ON BEHALF OF SELLER AND EXAMINED THIS CERTIFICATION AND TO THE BEST OF THE UNDERSIGNED'S KNOWLEDGE AND BELIEF, IT IS TRUE, CORRECT AND COMPLETE.

TRANSFEROR:


Lov Finish Care, Inc. d/b/a The Lab Zone

Dated: December 6, 2019



By: Rick Vaal
Its: President

IN WITNESS WHEREOF, the Guarantor each have duly executed this Unconditional Personal Guaranty as of the date first set forth above.



Russell Buchanan on my own behalf

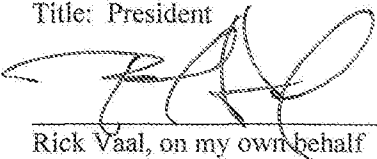
AGREED AND ACCEPTED:

Lov Finish Care, Inc.

By: 

Name: Rick Vaal

Title: President



Rick Vaal, on my own behalf

[Signature Page to Personal Guaranty]

IN WITNESS WHEREOF, the Payor has executed this Secured Subordinated Promissory Note under seal, the day and year first above written.

PAYOR:

George K Hood Legacy LLC

By: Russell Buchanan
Name: Russell Buchanan
Title:

Lov Finish Care, Inc. dba The Lab Zone

By: [Signature]
Name: Rick Vaal
Title: President

RICK VAAL, on my own behalf
[Signature]
Name: Rick Vaal

[Signature Page to Secured Subordinated Promissory Note]

IN WITNESS WHEREOF, the Debtor and Secured Party have each executed this Agreement with the proper authority of their managers as of the day and year first above written.

DEBTOR:

George K Hood Legacy LLC, a Florida limited liability company

By: Russell Buchanan (Seal)
Name: Russell Buchanan
Title: Manager

SECURED PARTY:

Lov Finish Care, Inc., a Florida corporation

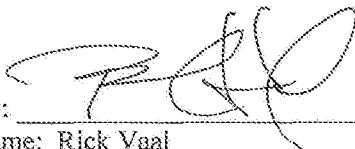
By: Rick Vaal (Seal)
Name: Rick Vaal
Title: President

[Signature Page to Security Agreement]

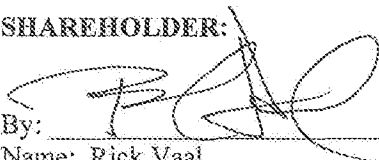
IN WITNESS WHEREOF, the sole Director and Shareholder has executed this document as of the day and year first above written.

Lov Finish Care, Inc. d/b/a The Lab Zone

DIRECTOR:

By: 
Name: Rick Vaal

SHAREHOLDER:

By: 
Name: Rick Vaal

[Signature Page to Seller Incumbency Certificate]

This document is effective as of the date and year set forth above.

GEORGE K HOOD LEGACY LLC

MANAGER:

By: Russell W Buchanan
Name: Russell W. Buchanan

MEMBER:

By: Russell W Buchanan
Name: Russell W. Buchanan

[Signature Page to George K Hood Legacy LLC Resolutions]

This document is effective as of the date and year set forth above.

Lov Finish Care, Inc. d/b/a The Lab Zone

DIRECTOR:

By: 
Name: Rick Vaal

SHAREHOLDER:

By: 
Name: Rick Vaal

[Signature Page to Seller Resolutions]

ASSET PURCHASE AND SALE AGREEMENT
FOR
LOV FINISH CARE, INC. DBA THE LAB ZONE
BY
GEORGE K HOOD LEGACY LLC
CLOSING DATE: DECEMBER 6, 2019

TABLE OF CONTENTS

ARTICLE I ASSET PURCHASE1

1.1 Purchase and Sale of Assets; Assumption of Liabilities.....1

1.2 Purchase Price.....2

1.3 Purchase Price Adjustments.....2

1.4 Allocation of Purchase Price.....3

1.5 The Closing.....3

1.6 Further Assurances.....5

ARTICLE II REPRESENTATIONS AND WARRANTIES OF THE SELLER6

2.1 Organization, Qualification and Power.....6

2.2 Authority.....6

2.3 Noncontravention.....6

2.4 Financial Statements.....7

2.5 Absence of Certain Changes.....7

2.6 Tax Matters.....8

2.7 Title to Real and Personal Property.....8

2.8 Leases.....9

2.9 Intellectual Property.....10

2.10 Contracts.....11

2.11 Sufficiency of Assets.....13

2.12 Litigation.....13

2.13 Employment Matters.....13

2.14 Employee Benefits.....14

2.15 Environmental Matters.....16

2.16 Legal Compliance.....16

2.17 Permits.....16

2.18 Accounts Receivable.....16

2.19 Certain Payments.....17

2.20 Brokers’ Fees.....17

2.21 Insurance.....17

2.22 Affiliated Transactions.....17

2.23 Accuracy of Information.....17

ARTICLE III REPRESENTATIONS AND WARRANTIES OF THE BUYER AND THE BUYER PRINCIPAL18

3.1 Organization.....18

3.2 Authority.....18

3.3 Noncontravention.....18

3.4 Brokers’ Fees.....19

3.5 Accuracy of Information.....19

3.6 Inspection of the Acquired Assets and Books and Records.....19

ARTICLE IV COVENANTS	20
4.1 Elimination of Intercompany Items.....	20
4.2 Tax Clearance Certificates.	20
ARTICLE V INDEMNIFICATION.....	20
5.1 Indemnification by the Seller and the Principal.	20
5.2 Indemnification by the Buyer and the Buyer Principal.....	21
5.3 Claims for Indemnification.	21
5.4 Survival; Limitations.....	22
5.5 Sole Remedy.	23
5.6 Offset.....	24
5.7 Treatment of Indemnification Payments.....	24
ARTICLE VI TAXES.....	24
6.1 Payment of Taxes.	24
6.2 Transfer Taxes.....	24
6.3 Reimbursement of Taxes Paid.....	25
ARTICLE VII EMPLOYEE MATTERS	25
7.1 Offer of Employment; Continuation of Employment.	25
7.2 Liability for Employees and Benefits.....	25
7.3 WARN.....	26
ARTICLE VIII OTHER POST-CLOSING COVENANTS.....	26
8.1 Payment of Certain Monies.....	26
8.2 Confidentiality.....	26
8.3 Non-Compete/Non-Solicitation Agreements.	27
8.4 Further Assurances.....	28
8.5 Cooperation and Preservation of Books and Records.....	28
ARTICLE IX DEFINITIONS.....	29
ARTICLE X MISCELLANEOUS	37
10.1 Press Releases and Announcements.....	37
10.2 No Third Party Beneficiaries.....	37
10.3 Entire Agreement.	37
10.4 Succession and Assignment.	37
10.5 Notices.....	38
10.6 Amendments and Waivers.	38
10.7 Severability.....	39
10.8 Expenses.....	39
10.9 Specific Performance.	39

10.10	Governing Law.....	39
10.11	Submission to Jurisdiction and Attorneys' Fees.	39
10.12	Bulk Transfer Laws.....	40
10.13	Construction.	40
10.14	Incorporation of Exhibits and Schedules.	41
10.15	Further Representations.....	41
10.16	Counterparts and Electronic Signature.....	41

Exhibits:

Exhibit A	–	Form of Bill of Sale, Assignment and Assumption Agreement
Exhibit B	–	Form of Seller Note, Security Agreement and Guaranty
Exhibit C	–	Form of Principal Consulting and Non-Competition Agreement
Exhibit D	–	Employees Required to Sign Employment Agreement/Hired by Buyer
Exhibit E	–	Working Capital Hypothetical

ASSET PURCHASE AND SALE AGREEMENT

This ASSET PURCHASE AND SALE AGREEMENT (the “Agreement”) is entered into as of December 6, 2019, 12:01 AM (the “Effective Date”), by and among (i) Lov Finish Care, Inc. DBA The Lab Zone, a Florida corporation (the “Seller”), (ii) Rick Vaal (the “Principal”), as holder of all of the outstanding equity and securities of the Seller, (iii) Gerooge K Hood Legacy LLC, a Florida limited liability company (the “Buyer”), and (iv) Russell Buchanan, as holder of all of the outstanding equity and securities of the Buyer (the “Buyer Principal”). The Seller, the Principal, the Buyer and the Buyer Principal are each sometimes individually referred to herein as a “Party” and are sometimes collectively referred to herein as the “Parties.”

INTRODUCTION

1. The Seller is engaged in the Business, including the business conducted under the name “The Lab Zone” and “Lov Finish Care”, and the Seller owns all of the Acquired Assets.
2. The Buyer desires to purchase from the Seller and the Seller desires to sell to the Buyer the Business, including all of the Acquired Assets used in the conduct of the Business, upon the terms and subject to the conditions set forth herein;
3. Each capitalized term used in this Agreement shall have the meaning ascribed to it in ARTICLE IX or elsewhere in this Agreement.

NOW, THEREFORE, in consideration of the representations, warranties, covenants and agreements contained in this Agreement and other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

ARTICLE I ASSET PURCHASE

1.1 Purchase and Sale of Assets; Assumption of Liabilities.

(a) Sale and Transfer of Assets. Upon the terms and subject to the conditions set forth in this Agreement, at the Closing, the Seller shall sell, convey, assign, transfer and deliver to the Buyer, and the Buyer shall purchase, acquire and accept from the Seller, all of the Seller’s right, title and interest in and to the Acquired Assets, free and clear of all Security Interests. Notwithstanding the foregoing, the Excluded Assets are expressly excluded from the purchase and sale contemplated hereby and, as such, are not included in the Acquired Assets.

(b) Assumed Liabilities. Upon the terms and subject to the conditions set forth in this Agreement, at the Closing, the Buyer shall assume and agree to pay, perform and discharge when due the Assumed Liabilities, if any.

(c) Excluded Liabilities. Notwithstanding anything in this Agreement or any other writing to the contrary, the Buyer shall assume only the Assumed Liabilities and shall not assume any Excluded Liability or any other liabilities of the Seller or its Affiliates, whether presently

in existence or arising hereafter. All Excluded Liabilities shall be retained by and remain obligations and liabilities of the Seller.

1.2 Purchase Price.

In consideration for the sale and transfer of the Acquired Assets, at the Closing, the Buyer shall assume the Assumed Liabilities as provided in Section (b) and the Buyer shall pay to the Seller an aggregate purchase price (the "Purchase Price") equal to Seven Million Five Hundred Thousand and no/100 US Dollars (\$7,500,000.00), payable as set forth in Section (c)(vii) and subject to adjustments as provided below in Section 1.3 or otherwise in this Agreement.

1.3 Purchase Price Adjustments.

The Purchase Price was calculated on the assumptions that the Seller would deliver to the Buyer Working Capital (as part of the Acquired Assets) equal to the Net Working Capital Amount. Within two (2) days prior to the Closing Date, the Seller shall prepare and deliver to the Buyer its calculation of the estimated Working Capital to be delivered as part of the Acquired Assets as of the Closing Date (the "Working Capital Statement"). As promptly as practical following the delivery of the foregoing statement (but in no event later than the Closing Date), the Buyer shall review the applicable statements and provide any objections in accordance with this Section 1.3(b).

(a) Upon the final determination of the Working Capital Statement (as finally determined pursuant to Section 1.3(b)), (A) to the extent that the Net Working Capital delivered as part of the Acquired Assets as of the Closing Date reflected in such Working Capital Statement is ten percent (10%) greater than the Net Working Capital Amount ("Working Capital Threshold"), there shall be a dollar-for-dollar adjustment to the Purchase Price for the amount over the Working Capital Threshold, which Seller agrees to accept and Buyer agrees to pay from the excess Working Capital or (B) to the extent that the Working Capital delivered as part of the Acquired Assets as of the Closing Date reflected in such Working Capital Statement is ten percent (10%) less than the Net Working Capital Amount, the Purchase Price shall be reduced by such shortfall of the Working Capital Threshold and said reduction amount shall be paid to the Buyer by the Seller and the Principals, jointly and severally, offsetting any such amount owed to it by the Seller against the Seller Note in accordance with Section 5.6.

(b) Resolution of Disputes and Final Determination. In the event that the Buyer objects to any of the statements described in Section 1.3(a) (including any calculations therein), the Buyer shall notify the Seller in writing within thirty (30) days following the delivery of a given statement), setting forth in reasonable detail the basis for its objection and its proposal for any adjustments to such statement. In the event that the Buyer fails to object in writing in the manner described above to any such statement, the Buyer shall be deemed to have approved such statement and such statement shall be deemed finally determined and the Parties shall proceed as provided in the subsections above. If the Buyer objects in writing in the manner described above to any such statement within the applicable time period, the Buyer and the Seller shall use their commercially reasonable efforts to reach an agreement as to any such proposed adjustment within fifteen (15) days after notification by the Buyer of any objection. If mutual agreement is reached within such fifteen (15) day period as to the applicable statement, such statement shall be deemed finally determined and

the Parties shall proceed as provided in the subsections above. If the Buyer and the Seller are unable to reach agreement within such period, then the Buyer and the Seller shall submit the dispute to the Accountant. The Buyer and the Seller shall instruct the Accountant that (X) the scope of its review and authority shall be limited to resolving unresolved objections only, and (Y) the Accountant shall act as an expert and not as an arbitrator. The Accountant shall review the applicable statement and the Seller' objections in light of the governing terms of this Agreement. Each of the Buyer and the Seller shall be given the opportunity to make a written submission and a rebuttal of the other's submission to the Accountant but otherwise shall not be permitted to communicate with the Accountant. The determination of the Accountant of the applicable statement shall be delivered to the Parties no later than thirty (30) days after submission to the Accountant and shall be final, conclusive and binding upon the Buyer, the Buyer, and the Seller and the Parties shall proceed as provided in the subsections above. The Buyer and the Seller agree that, absent fraud or clear and convincing calculating error, the procedures set forth in this Section for resolving disputes with respect to any of the statements described in Section 1.3(a) shall be the sole and exclusive method for resolving any such disputes; provided that this provision shall not prohibit any Party from instituting litigation to enforce the determination of the Accountant in a court of competent jurisdiction. The costs of the Accountant shall be borne fifty percent (50%) by the Buyer and the Buyer Principal and fifty percent (50%) by the Seller and the Principals.

1.4 Allocation of Purchase Price.

The Seller and the Buyer agree that the Purchase Price and all other items treated as consideration for Federal income tax purposes shall be allocated among the Acquired Assets in accordance with the methodology set forth on Schedule 1.4 (the "Tax Allocation"). The Tax Allocation shall be binding upon the Parties for federal, state, foreign and local Tax purposes. The Parties agree that they shall file their Tax Returns (including Form 8594) in a manner entirely consistent with the Tax Allocation and neither shall voluntarily take a position inconsistent with such allocation on any Tax Return or in any Tax audit, Tax review, or Tax proceeding relating hereto. Any reduction or increase in the Purchase Price shall also adjust the Tax Allocation in the same manner and subject to the same terms as set forth on the Tax Allocation and in this Section 1.4. The provisions of this Section shall survive the Closing.

1.5 The Closing.

(a) Time and Location. The Closing shall take place remotely by electronic exchange of documents and signatures (or in person at the offices of Viking Mergers & Acquisitions, 1000 North Ashley Drive, Suite 610, Tampa, FL 33602) or such other location mutually agreed to by the parties, commencing at 10:00 a.m., local time, on the Closing Date and shall be effective as of 12:01 a.m., local time, on the Closing Date.

(b) Actions at or following the Closing.

At the Closing or at such other time as specifically stated below:

(i) the Seller and the Buyer shall execute and deliver a Bill of Sale, Assignment and Assumption Agreement, in the form attached hereto as Exhibit A, and as applicable, the Seller shall duly endorse and deliver certificates of title for any motorized vehicles

included in the Acquired Assets and an assignment of any Intellectual Property, in a form reasonably acceptable to the Seller and Buyer;

(ii) the Seller and the Buyer shall execute and deliver the Consent to Lease Assignment;

(iii) the Seller and the Buyer shall execute and deliver the Settlement Statement;

(iv) the Seller will deliver, or cause to be delivered, any consents, waivers or approvals required from any Person in connection with the execution, delivery and performance of this Agreement and the Ancillary Agreements by any of the Seller or the Principal (including without limitation any consents, waivers or approvals listed in Schedule 2.3 of the Disclosure Schedule), in form and content reasonably acceptable to the Buyer (which consents, waivers and/or approvals must be in full force and effect as of the Closing Date) and will use commercially reasonable efforts to deliver, or cause to be delivered, an estoppel certificate from each landlord under the Leases in a form reasonably acceptable to the Buyer;

(v) the Buyer will deliver, or cause to be delivered, any consents, waivers or approvals required from any Person in connection with the execution, delivery and performance of this Agreement and the Ancillary Agreements by the Buyer and the Buyer Principal, in form and content reasonably acceptable to the Seller (which consents, waivers and/or approvals must be in full force and effect as of the Closing Date);

(vi) the Seller will deliver to the Buyer a FRPTA certificate in a form reasonably acceptable to the Buyer, duly executed by the Seller for purposes of satisfying Buyer's obligations under Treasury Regulations Section 1.1445-2;

(vii) the Buyer shall pay to the Seller the Purchase Price (subject to such adjustments and disbursements as provided for in the Settlement Statement) as follows:

(A) the sum of One Hundred Thousand and no/100 US Dollars (\$100,000), which the parties acknowledge has been previously paid by the Buyer as earnest money to the brokerage account of Viking Resources Trust Account, and which shall be paid to or on the account of the Seller at Closing to Viking Resources Trust Account;

(B) a Secured Subordinated Promissory Note in the amount of One Million and NO/100 US Dollars (\$1,000,000.00), which Secured Subordinated Promissory Note shall be substantially in the form attached hereto as Exhibit B (the "Seller Note");

(C) the balance of the Purchase Price as reflected on the Settlement Statement by wire transfer of immediately available funds in accordance with the wire transfer instructions delivered to the Buyer by the Seller;

(viii) the Principal shall execute and deliver a Consulting and Non-Competition Agreement with the Buyer, in the form attached hereto as Exhibit C (the "Principal Consulting and Non-Compete Agreement") and the Seller shall use its reasonable efforts to deliver

executed employment agreements from those employees listed on Exhibit D in forms reasonably satisfactory to the Buyer;

(ix) the Seller shall execute and deliver the Seller Certificate, dated as of the Closing Date;

(x) the Buyer shall execute and deliver the Buyer Certificate;

(xi) the Seller shall cause any and all indebtedness for borrowed money of the Seller, including without limitation any indebtedness any portion of which is secured by any of the Acquired Assets (including, without limitation, any capital leases not specifically included in the Assumed Liabilities), to be satisfied and paid in full as of the Closing Date, including without limitation causing to be provided payoff letters (with commitments to release all liens on any of the Acquired Assets) from any creditor with respect to any such indebtedness as of the Closing Date, in forms reasonably acceptable to the Buyer and its lender(s);

(xii) the Seller and each Principal shall execute such documents and agreements, in forms as reasonably required by any secured lender of the Buyer Principal or the Buyer, including without limitation (1) subordinating their rights to any payments on account of the Securities to any such lender's rights under its loan to the Buyer Principal or the Buyer, (2) an attornment, non-disturbance and subordination agreement with respect to any such lender's rights under its loan to the Buyer Principal or the Buyer, and (3) agreeing to be a co-borrower, as applicable;

(xiii) the Seller shall change its legal names, or withdraw its assumed name certificates, such that they shall no longer use the name "The Lab Zone" and "Lov Finish Care" or any variant, extension, abbreviation, derivative or facsimile thereof for any purpose whatsoever, including without limitation the operation or name of any entity or business, and shall execute, deliver and make any Governmental Filings effectuating such changes with the applicable Governmental Entities in their State of organization and in any other State where it is qualified to do business within five (5) days of the Closing Date; and

(xiv) the Parties shall take such further acts and execute and deliver such additional documents as shall reasonably be required to carry out the purposes of this Agreement.

1.6 Further Assurances.

At any time and from time to time after the Closing Date, as and when requested by either Party hereto, the other Party shall promptly execute and deliver, or cause to be executed and delivered, all such documents, instruments and certificates and shall take, or cause to be taken, all such further actions as are reasonably necessary to evidence and effectuate the transactions contemplated by this Agreement.

ARTICLE II REPRESENTATIONS AND WARRANTIES OF THE SELLER

The Seller and Principal represent and warrant, jointly and severally, to the Buyer and the Buyer Principal that the statements contained in this ARTICLE II are true and correct as of the date hereof and as of the Closing Date, except (a) as set forth in or reasonably apparent on the face of the Disclosure Schedule (with the Buyer Principal and the Buyer agreeing that any matter disclosed in any section of the Disclosure Schedule as an exception to one section of this Agreement shall also be deemed an exception to any other section of this Agreement to which such matter applies if the disclosure sets forth sufficient information on the face of such disclosure that a reasonable person would conclude that it applies to such other section) or (b) to the extent any warranty or representation speaks as of an earlier date.

2.1 Organization, Qualification and Power.

The Seller is a corporation duly organized, validly existing and in good standing under the Laws of its jurisdiction of organization. The Seller is duly qualified to conduct business under the Laws of each jurisdiction where the character of the property owned, leased or operated by it or the nature of its activities, makes such qualification necessary except for such qualifications which, if not obtained, would not have a Business Material Adverse Effect. The Seller has all requisite corporate power and authority to carry on its business or any portion thereof in which it is now engaged and to own, lease or otherwise hold and use the assets and property now owned, leased or otherwise held by it in the manner currently used. The Seller has no subsidiaries and all of the Business is conducted only through and by the Seller.

2.2 Authority.

The Seller has all requisite corporate power and authority to execute and deliver this Agreement and the Ancillary Agreements to which it will be a party and to perform its obligations hereunder and thereunder. The execution and delivery by the Seller of this Agreement and such Ancillary Agreements to which it is a party and the consummation by the Seller of the transactions contemplated hereby and thereby have been duly and validly authorized by all necessary company action on the part of the Seller. This Agreement has been, and such Ancillary Agreements will be, validly executed and delivered by the Seller and the Principal (with respect to this Agreement and the Ancillary Agreements to which such Person will be a party), and, assuming this Agreement and each such Ancillary Agreement constitute a valid and binding obligation of the Buyer and the Buyer Principal, constitutes or will constitute a valid and binding obligation of the Seller and the Principal, enforceable against each of such Person in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar Laws relating to or affecting the rights of creditors generally and by equitable principles, including, without limitation, those limiting the availability of specific performance, injunctive relief and other equitable remedies and those providing for equitable defenses.

2.3 Noncontravention.

Except as otherwise set forth in Schedule 2.3 of the Disclosure Schedule, neither the execution and delivery by any of the Seller or the Principal of this Agreement or the Ancillary

Agreements to which such Person will be a party, nor the consummation by the Seller or the Principal of the transactions contemplated hereby or thereby, will:

(a) conflict with or violate any provision of the charter, articles of incorporation, organization, bylaws, operating agreement, or other comparable governing document, as applicable, of such Person;

(b) require on the part of such Person any filing or registration with, notification to, or any permit, authorization, consent or approval of, any Governmental Entity or any other Person;

(c) conflict with, result in a breach of, constitute (with or without due notice or lapse of time or both) a default under, result in the loss of benefit under, result in the acceleration of obligations under, create in any party the right to terminate or modify, or require any notice, consent or waiver under, any material contract, lease, sublease, license, sublicense, franchise, permit, indenture, agreement or mortgage for borrowed money, instrument of indebtedness or Security Interest to which such Person is a party or by which such Person is bound or to which any of their respective assets is subject; or

(d) violate any material Law, order, writ, injunction, judgment, charge, decree or other restriction, or statute, rule or regulation applicable to such Person or the Business or the Acquired Assets or the Assumed Liabilities.

2.4 Financial Statements.

The Seller's Financial Statements (including the notes thereto) attached to Schedule 2.4 of the Disclosure Schedule are true, complete and correct, have, been prepared in accordance with the Seller's historical accounting principles applied on a consistent basis and are consistent with the Seller's books and records, and present fairly the condition, financial and otherwise, and the results of operations of the Seller and the Business for the periods indicated, subject to normal year-end adjustments (which will not be material individually or in the aggregate) and lack of footnotes and other presentation items as to the Most Recent Financial Statements. Buyer acknowledges that it has received and reviewed the financial condition of the company, including but not limited to tax returns, accounting records, bank statements, profit and loss statements and has had its own CPA review the financial records of the Company and that Buyer is satisfied with its due diligence and has agreed to complete the closing of this transaction.

2.5 Absence of Certain Changes.

Except as contemplated by this Agreement or as set forth in Schedule 2.5 of the Disclosure Schedule, since December, 2018, (i) the Seller has conducted the Business only in the ordinary course of business consistent with historical custom and practice, and (ii) there has not occurred a Business Material Adverse Effect, including without limitation:

(i) Incurred any obligation or liability, absolute, accrued, contingent or otherwise, whether due or to become due (except current trade or business liabilities and obligations incurred in the ordinary course of business and consistent with its prior practice) which singly or in the aggregate materially adversely affects the Business, liabilities or financial condition of the Seller;

(ii) Mortgaged, pledged or subjected to consensual lien, charge, security interest or any other encumbrance or restriction on any of the Assets used in any way in the Business;

(iii) Sold, transferred, leased to others or otherwise disposed of any of the Assets, except for inventory sold in the ordinary course of business, or canceled or compromised any debt or claim, or waived or released any right of substantial value which would materially impair the value of the Assets;

(iv) Received any notice of termination of any contract, job order, sales order, lease or other agreement or suffered any damage, destruction or loss (whether or not covered by insurance) which, in any case or in the aggregate, has had or could have a materially adverse effect on the Business, the Assets or the operations of the Seller;

(v) Purchased or contracted to purchase supplies, inventory or any other items utilized in the Business except in the ordinary course of the Business;

(vi) Had, has been give notice of or otherwise has any knowledge of any adverse change in its relations with its employees, agents, clients, customers, or suppliers, including, without limitation, any knowledge that any client or employee (whether an accountant or otherwise) may terminate or modify his, her or its relationship with the Seller or the Buyer upon consummation of this Agreement or the transaction contemplated hereby;

(vii) Received notice of termination from any material client, customer, or supplier;

2.6 Tax Matters.

(a) The Seller has filed or had filed on its behalf all material Tax Returns that it was required to file (separately or as part of a consolidated, combined or unitary group) and all such Tax Returns were correct and complete in all material respects.

(b) The Seller has paid (or had paid on their behalf) all Taxes that are due and payable on any such filed Tax Returns.

2.7 Title to Real and Personal Property.

The Seller does not own any interest in any real property other than those leases listed in Schedule 2.7 of the Disclosure Schedule (the "Leases"), and the Seller has good and marketable title, a valid leasehold interest in, or a valid license or right to use, all of the Fixed Assets and all other personal property and assets included in the Acquired Assets, free and clear of all Security Interests (other than such Security Interests to be discharged under payoff letters delivered to the Buyer pursuant to Section ARTICLE I(c)(xi)). All of the Fixed Assets and other tangible personal property and equipment used in the conduct of the Business are in normal and reasonably satisfactory working and operating condition and repair, are suitable for the purposes for which they are presently used, and are in material conformity with all applicable ordinances and regulations, and environmental, building, zoning and other Laws. Schedule 2.7 of the Disclosure Schedule sets forth a complete and accurate description of the Fixed Assets and designates whether such property is owned or leased.

2.8 Leases.

The Seller has delivered to the Buyer true and complete copies of the Leases.

1. With respect to each Lease:

(i) such Lease is legal, valid, binding, enforceable and in full force and effect and the transactions contemplated by this Agreement (1) do not require the consent of any other party to such Lease (except as set forth in Schedule 2.3 of the Disclosure Schedule); (2) will not result in a breach of or default under such Lease, unless such consent is not obtained; and (3) will not otherwise cause such Lease to cease to be legal, valid, binding, enforceable and in full force and effect on identical terms following the Closing;

(ii) the Seller's possession and quiet enjoyment of the real property under such Lease has not been disturbed and, to the Knowledge of the Seller, there are no disputes with respect to such Lease;

(iii) neither the Seller nor, to the Knowledge of the Seller, any other party to such Lease is in breach of or default under such Lease, and, to the Knowledge of the Seller, no event has occurred or circumstance exists that, with the delivery of notice, the passage of time or both, would constitute such a breach or default, or permit the termination, modification or acceleration of rent under such Lease;

(iv) no security deposit or portion thereof deposited with respect to such Lease has been applied in respect of a breach of or default under such Lease that has not been restored in full;

(v) the Seller does not owe any brokerage commissions or finder's fees with respect to such Lease;

(vi) the other party to such Lease is not an affiliate of, and otherwise does not have any economic interest in, the Seller;

(vii) the Seller has not subleased, licensed or otherwise granted any Person the right to use or occupy the premises leased under such Lease or any portion thereof; and

(viii) the Seller has not collaterally assigned or granted any Security Interests in such Lease or any interest therein.

All buildings, structures, fixtures, building systems and equipment, and all components thereof, included on the real property with respect to the Leases (the "Improvements") are in good condition and repair and sufficient for the operation of the Business. To the Knowledge of the Seller, there are no facts or conditions affecting any of such real property, or the Improvements that would, individually or in the aggregate, interfere in any material respect with the use or occupancy of the Improvements or any portion thereof in the operation of the Business as currently conducted thereon.

2.9 Intellectual Property.

(a) Schedule 2.9 of the Disclosure Schedule identifies all of the following which are used in or otherwise related to the Business in any form and embodied in any media (including an indication, as to each, whether same is owned or licensed for use by the Seller): (i) the name “The Lab Zone” and “Lov Finish Care” and all other trademarks, pending trademark applications, registered service marks, pending service mark applications, registered trade names and material common law marks; (ii) all patents or pending applications to patent any technology, design, formulas or recipes; (iii) all copyright registrations and pending applications to register copyrights; (iv) all licenses of rights in trademarks, patents, copyrights and other intellectual property, whether to or by the Seller; (v) all works of authorship including computer programs, algorithms, routines, source code and executable code, whether embodied in software or otherwise, documentation, designs, files, records and data (except for generally available off-the-shelf software, but such software (all of which is licensed, and not owned, by the Seller) will be included in the definition of Intellectual Property); (vi) processes, proprietary products or devices, methods, prototypes, schematics, test methodologies and development tools invented or produced by Seller; and (vii) all domain name registrations. The rights required to be so identified, together with all licenses of rights to use same, are referred to herein collectively as the “Intellectual Property.” All other proprietary know how and trade secrets which are used in or otherwise related to the Business are collectively referred to as the “Trade Secrets.” The Seller solely owns all rights, title and interest in and to, or possesses valid and enforceable license or other rights to use, its Intellectual Property and Trade Secrets, free and clear of any Security Interests.

(b) The Seller is not named in any pending lawsuit, action, claim or proceeding which alleges an adverse claim or ownership of, or any infringement, misappropriation, invalidity, or unenforceability of any of the Intellectual Property or Trade Secrets, or challenges the validity or ownership thereof or the rights of the Seller to the continued use of any of its licensed Intellectual Property or Trade Secrets, and, to the Knowledge of the Seller, no such lawsuit, action, claim or proceeding has been threatened. To the Knowledge of the Seller, none of the Seller or the Business as presently conducted by it, or the Intellectual Property infringes or misappropriates or otherwise conflicts with any Intellectual Property or Trade Secrets of any third party. None of the Seller’s Intellectual Property and Trade Secrets are subject to any court proceeding or outstanding court decree, court order, court judgment, settlement agreement or court-approved stipulation that restricts in any manner the use, transfer or licensing thereof or may affect the validity, use or enforceability of the Seller’s rights with respect thereto. None of the Seller or the Principal has received any written allegation from any Person that the rights of the Seller in any of its Intellectual Property is invalid or unenforceable.

(c) Except as set forth in Schedule 2.9 of the Disclosure Schedule, the Seller has taken all steps that reasonably are required to protect and maintain its Intellectual Property and Trade Secrets and all current and former employees of the Seller have executed agreements requiring each such employee or former employee to protect and maintain in confidence the Seller’s Intellectual Property and Trade Secrets. Except as set forth on Schedule 2.9 of the Disclosure Schedule, the Seller has not transferred ownership of, nor granted any license of or right to use, nor authorized the retention by another Person of any rights to use or joint ownership of, any Intellectual Property.

2.10 Contracts.

(a) Schedule 2.10 of the Disclosure Schedule lists all contracts and other agreements (whether written or oral) of the Seller or in any way related to the Business (the “Designated Contracts”), including without limitation the following:

(i) any agreement (or group of related agreements) for the lease of any personal or real property to or from any Person;

(ii) any agreement (or group of related agreements) for the purchase or sale of inventory, raw materials, commodities, supplies, products, or any other personal property, or for the furnishing or receipt of services, including any contracts with any client or prospective client;

(iii) any agreement (or group of related agreements) for capital expenditures or the acquisition or construction of Fixed Assets;

(iv) any shareholders’ agreement, members’ agreement, joint venture or partnership contract;

(v) except for trade payables in the ordinary course of business, any agreement creating, incurring, assuming or guaranteeing (or that may create, incur, assume or guarantee) indebtedness or under which a Security Interest has been imposed on any of the Acquired Assets, in either case tangible or intangible, or any letter of credit arrangements, or any guarantee thereof;

(vi) any agreement relating to the ownership of, investments in or loans and advances to any Person (other than advances to employees in the ordinary course of business), including investments in partnerships, joint ventures and minority equity investments;

(vii) any agreement imposing a confidentiality obligation on the Seller or restricting its ability to compete or in any way restricting or prohibiting the Seller or the Business from conducting business anywhere or limiting the freedom of the Seller or the Business to engage in any line of business or to compete with any other Person;

(viii) any agreement with or for the benefit of the Seller and any Affiliate or any of its present or former officers, directors, managers or employees (other than ordinary course employment arrangements with any Employee not represented by a written agreement and terminable at will);

(ix) any collective bargaining agreement or union contracts;

(x) any change in control, retention, severance or termination agreement with any Employees, independent contractor or consultant;

(xi) any employment, severance, independent contractor or consulting agreement (other than ordinary course employment arrangements with any Employee not represented by a written agreement and terminable at will);

(xii) any agency, dealer, sales representative, marketing or similar agreement;

(xiii) any agreement under which the Seller has advanced or lent any amount to any of its directors, officers, and employees outside the ordinary course of business;

(xiv) any agreement under which the consequences of a default or termination would be reasonably expected to have a Business Material Adverse Effect;

(xv) any settlement, conciliation or similar agreement or imposition of monitoring or reporting obligations to any Governmental Entity outside the ordinary course of business;

(xvi) any agreement either (A) under which the Seller may become obligated to pay any brokerage or finder's or similar fees or expenses in connection with the transactions contemplated hereby or (B) the terms of which provide for an increase in the amount of payment solely by reason of the entering into, or in connection with, the transactions contemplated hereby;

(xvii) any agreement granting to any Person a first refusal, first offer or similar preferential right to purchase or acquire any of the Seller's assets or any option, franchise or similar arrangement;

(xviii) any other agreement (or group of related agreements) the performance of which involves consideration in excess of Five Thousand Dollars (\$5,000.00) or that requires the consent of the other party thereto in connection with the transactions contemplated hereby (other than the Leases); and

(xix) any contract related to the Intellectual Property.

(b) The Seller has made available to the Buyer a complete and accurate copy of each written Designated Contract (as amended to date) and a written summary setting forth the material terms and conditions of each oral Designated Contract. Each Designated Contract is a valid, binding and enforceable obligation of the Seller, as applicable, and, to the Knowledge of the Seller, of each other party thereto, except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar Laws relating to or affecting the rights of creditors generally and by equitable principles, including, without limitation, those limiting the availability of specific performance, injunctive relief and other equitable remedies and those providing for equitable defenses. Except as set forth in Schedule 2.10 of the Disclosure Schedule, the Seller has performed all obligations required to be performed by it and is not in material default under or in material breach of nor in receipt of any claim of material default or breach under any Designated Contract, and no event has occurred which with the passage of time or the giving of notice or both would result in a material default, breach or event of noncompliance by the Seller under any Designated Contract and,

to the Knowledge of the Seller, there has been no breach or cancellation or threatened breach or cancellation by the other parties to any Designated Contract.

2.11 Sufficiency of Assets.

The Acquired Assets constitute substantially all of the assets, whether tangible or intangible, necessary to operate the Business in the manner as currently conducted by the Seller, normal wear and tear excepted.

2.12 Litigation.

There is no (a) litigation, (b) arbitration, (c), investigation or (d) proceeding administered by any Governmental Entity or other arbitrator pending or, to the Knowledge of the Seller, threatened against or involving the Seller or any of the Acquired Assets, Assumed Liabilities or the Business. None of the Seller, the Acquired Assets, the Assumed Liabilities or the Business is subject to any judgments, decrees, injunctions, rules or orders of any court, Governmental Entity or other arbitrator.

2.13 Employment Matters.

(a) Schedule 2.13 of the Disclosure Schedule contains a true and complete list of the Employees and all other individuals who are consultants or who regularly provide material services to the Seller or the Business, including therewith the name of the employer (i.e., if not otherwise the Seller), a description of the title or position held by such Person, the salary or other form of monetary compensation (and basis on which determined) to which such Person is entitled, and whether any such Employee is on any kind of leave, short term disability, long term disability, worker's compensation disability, or layoff. Except as otherwise described in Schedule 2.13 of the Disclosure Schedule, (i) all such Employees are "at will" employees or independent contractors whose engagement may be terminated "at will" by the Seller (ii) to the Knowledge of the Seller, no such Employee is a party to, or is otherwise bound by, any term of any employment contract, non-disclosure agreement, non-competition agreement or any restrictive covenant with a former employer that limits the right of any such Employee to be employed by the Seller (or to be employed by the Buyer) or to otherwise perform such Employee's job or work for the Seller, the Buyer or the Business, and (c) no Employee has given written notice of termination of his or her employment with the Seller.

(b) No application or petition for certification of a collective bargaining agent with respect to any of the Employees is pending. The Seller is not a party to or bound by any collective bargaining agreement or other union contract, nor, to the Knowledge of the Seller, has the Seller experienced, since January 1, 2010, any strikes, grievances, claims of unfair labor practices or other labor disputes (other than disputes or grievances in the ordinary course of business).

(c) There are no Employees who hold any visa or visa-related work permit authorization (including without limitation H-1B, L-1, F-1, J-1, or FM3 or FM2 visas) or work authorizations sponsored by the Seller or any of its Affiliates on behalf of such Employees. Upon the execution of this Agreement, the Seller will make available to the Buyer the Form I-9's of all Employees. To the Knowledge of the Seller, all such Form I-9's have been completed and maintained in accordance with the Immigration Reform and Control Act of 1986, as amended ("IRCA"). All

Employees employed by the Seller or any of its Affiliates are, to the Knowledge of the Seller, authorized to work in the United States. There are no pending or, to the Knowledge of the Seller, threatened claims, lawsuits, actions, arbitrations, administrative or other proceedings, or governmental investigations against the Seller or any of its Affiliates relating to such party's compliance with IRCA or with any other applicable immigration Laws.

(d) Within the last five (5) years, none of the Seller or the Principal or any of their Affiliates has received any letters from the Social Security Administration ("SSA") regarding the failure of any Employee's Social Security number to match his or her name in the SSA database. Within the last five (5) years, none of the Seller or the Principal or any of their Affiliates has received any letters or other correspondence received from any Governmental Entity questioning the employment authorization of any Employees.

(e) The Seller has been at all times since January 1, 2013, and currently is, in compliance, in all material respects, with all applicable Laws and contracts relating to employment, employment practices, classification of employees, wages, overtime, bonuses and other compensation matters and terms and conditions of employment related to their employees. Each individual who renders services to the Seller who is classified by the Seller as having the status of an independent contractor or other non-employee status for any purpose (including for purposes of taxation and tax reporting and under Employee Benefit Plans) is properly so characterized and none of the Seller or the Principal has received any notices or claims by any Governmental Entity related to such classification or characterization.

(f) None of the Seller or the Principal has received any written notice nor are any of them aware of any written notice of noncompliance of the Business with the Americans with Disabilities Act.

(g) The Seller has filed all reports and maintained all records required by the Occupational Safety and Health Act.

2.14 Employee Benefits.

Schedule 2.14 of the Disclosure Schedule sets forth a correct and complete list of each Employee Benefit Plan.

(a) The Seller has delivered or made available to the Buyer true and correct copies of (a) each Employee Benefit Plan that has been reduced to writing (and there are not Employee Benefit Plans that have not been reduced to writing) and a summary of the material terms of each other Employee Benefit Plan, (b) the most recent summary plan description for each Employee Benefit Plan for which such a summary plan description is required, (c) the most recent favorable determination letters or prototype/volume submitter plan opinion letters from the IRS with respect to each Employee Benefit Plan intended to qualify under Section 401(a) of the Code, (d) if the Employee Benefit Plan is subject to the Form 5500 filing requirements, the three most recently filed Forms 5500, with all attachments, (e) any custodial agreement, trust agreement, investment management agreement, third party administration agreement or similar agreement associated with the Employee Benefit Plan and (f) if the Employee Benefit Plan is intended to be qualified under Section 401(k) of the Code other than by reason of compliance with a designed-based safe harbor under Sections

401(k)(11) or 401(k)(12) of the Code, the discrimination testing for the most recent three years for which such testing has been performed.

(b) There are no material claims or disputes pending, or to the Knowledge of the Seller, threatened with respect to any Employee Benefit Plan, other than claims for benefits in the ordinary course of business. None of the Employee Benefit Plans is currently under audit or examination (nor has notice been received of a potential future audit or examination) by any Governmental Entity. Within the three (3) year period prior to the date of this Agreement, there has been no complaint against (or, to the Knowledge of the Seller, investigation conducted regarding) the Seller (nor, to the Knowledge of the Seller, is any complaint or investigation pending or threatened) before any Governmental Entity for the prevention of unlawful employment practices in connection with any Employee.

(c) Except to the extent required by COBRA, none of the Seller or Employee Benefit Plans has any liability for providing medical, dental, or life insurance coverage or any other welfare benefits after termination of employment.

(d) There does not now exist, nor do any circumstances exist that would reasonably be expected to result in, any (a) Controlled Group Liability, (b) breach of fiduciary duty liability under Section 409 of ERISA, (c) civil penalty under Section 502 of ERISA, (d) liability relating to failure to comply with Code Section 409A, (e) tax under Chapter 43, Subtitle D of the Code, (f) prohibited transaction under Section 406 of ERISA or Code Section 4975, or (g) penalties under Code Section 4980H. Without limiting the generality of the foregoing, none of the Seller or any of its respective ERISA Affiliates has ever maintained, contributed to, or been required to contribute to any "multiemployer plan" as defined in Section 3(37) of ERISA.

(e) Neither the execution of, nor the performance of the transactions contemplated by, this Agreement will, either by itself or in combination with any other event, result in any payment, obligation, acceleration, forgiveness of indebtedness, vesting, distribution, increase in benefits or obligation to fund benefits with respect to any current or former employee, officer or director of the Seller, and no plan, policy, agreement or other arrangement exists that has resulted, or would result in the payment of any "excess parachute payment" within the meaning of Code Section 280G or in the imposition of an excise Tax under Code Section 4999 (or any corresponding provisions of state, local or foreign Tax law) with respect to the transactions contemplated by this Agreement or any other Ancillary Agreements.

(f) Each Employee Benefit Plan that is intended to satisfy the requirements of Sections 401(a) of the Code either (i) has been determined by the IRS to satisfy such requirements and to be so qualified in form or (ii) currently has pending before the IRS a timely filed initial request for such determination. No event has occurred and no condition exists that has adversely affected or would reasonably be expected to adversely affect the qualification of any such Employee Benefit Plan.

(g) Each Employee Benefit Plan (a) has been administered in accordance with its terms and (b) is in compliance with all Laws, including ERISA and the Code.

(h) All contributions and premiums under or in connection with each Employee Benefit Plan for periods on or before the Closing have been paid in full or to the extent not due have been appropriately accrued.

(i) None of the Employment Benefit Plans constitute a “nonqualified deferred compensation plan” (as defined under Section 409A(d)(1) of the Code).

2.15 Environmental Matters.

To Knowledge of Seller, the Seller, and the Business as previously and currently conducted, are in compliance in all material respects with all applicable Environmental Laws. There is no pending or, to the Knowledge of the Seller, threatened civil or criminal litigation, written notice of violation or formal administrative proceeding, arbitration, investigation or claim or any request for information received from any Governmental Entity or any other Person relating to any Environmental Law involving the Seller, the Business, any Acquired Asset, or the premises subject to the Leases, and none of the Seller, the Business or any of the Acquired Assets are subject to any judgment, injunction, order, or decree, of any court, Governmental Entity or arbitrator pursuant to Environmental Law. Except for commercially reasonable amounts of (i) cleaning supplies and (ii) fuels or lubricants used in connection with vehicles, machinery, and equipment, and (iii) other business refuse disposed in the ordinary course of business, (A) the Seller has not Released any Materials of Environmental Concern in material violation of, or as would give rise to material liabilities under, any applicable Environmental Law and (B) to the Knowledge of the Seller, no Materials of Environmental Concern have been Released by the Seller or the Business, and none of the Acquired Assets nor the premises subject to the Leases is contaminated by Materials of Environmental Concern in material violation of, or as would give rise to material liabilities under, any applicable Environmental Law.

2.16 Legal Compliance.

The Seller is not in violation of any applicable Laws (including rules and regulations thereunder) with respect to the Business. There is no pending or, to the Knowledge of the Seller, threatened action, suit, proceeding, claim or notice alleging any failure to so comply.

2.17 Permits.

Schedule 2.17 of the Disclosure Schedule lists all Permits required for the operation of the Business as presently conducted or the ownership and use of the Acquired Assets. To the knowledge of Seller, each Permit, if any, is in full force and effect and the holder thereof is not in material violation of or default under any Permit and no suspension or cancellation of any such Permit has been threatened in writing.

2.18 Accounts Receivable.

All notes and accounts receivable included in the Acquired Assets, if any, are valid receivables subject to no setoffs or counterclaims, are current and are collectible in accordance with their terms at their recorded amounts, subject only to the reserve for bad debts set forth on the face of

the Most Recent Financial Statements (rather than in any notes thereto) as adjusted for operations and transactions through the Closing Date in accordance with the past custom and practice of the Seller.

2.19 Certain Payments.

To the knowledge of Seller, None of the Seller or its directors, officers, employees, stockholders, members, agents or representatives, acting for or on behalf of the Seller or the Business, has is in violation of the FCPA.

2.20 Brokers' Fees.

Except for Viking Mergers & Acquisitions, LLC the Seller has no liability or obligation to pay any fees or commissions to any broker, finder or agent with respect to the transactions contemplated by this Agreement that would constitute an Assumed Liability or which could otherwise become an obligation or liability of the Buyer. The Seller will pay any such fees or commissions for Viking Mergers & Acquisitions, LLC and any other broker, finder or agent which the Seller or any of the Principal has engaged related to the transactions contemplated by this Agreement.

2.21 Insurance.

Schedule 2.21 of the Disclosure Schedule lists each policy of insurance, including the name of the carrier, policy limits, and date of expiration and includes a claims history since January 1, 2013 for any workers' compensation and general liability claims. Each such insurance policy (i) is in full force and effect, (ii) is sufficient for compliance with all requirements of Law applicable to the Seller under any Designated Contract, (iii) is valid and enforceable, and (iv) to the Knowledge of the Seller, provides adequate insurance coverage for the Business, as presently conducted. The Seller has at all times since January 1, 2013 maintained (or caused to be maintained) insurance substantially similar and comparable to the policies described on Schedule 2.21 of the Disclosure Schedule. The Seller has no self-insurance or co-insurance program.

2.22 Affiliated Transactions.

Except as otherwise listed in Schedule 2.22 of the Disclosure Schedule, no stockholder, member, partner, officer, director, manager or Affiliate of the Seller or any of the Principal has any contract or agreement of any type with the Seller (other than employment not represented by a written agreement and terminable at will), any loan to or from the Seller, or any interest in any of the Acquired Assets. Except as otherwise described in Schedule 2.22 of the Disclosure Schedule, no stockholder, member, partner, officer, director, manager or Affiliate of the Seller or any of the Principal has any direct or indirect interest in any competitor, supplier, or customer of any of the Business or in any Person from whom or to whom the Seller leases any property, or in any other Person with whom the Seller otherwise transacts business of any nature.

2.23 Accuracy of Information.

No representation or warranty or other statement made by the Seller or any of the Principal in this Agreement, or otherwise in connection with the transactions contemplated by this

Agreement, contains any material untrue statement or omits to state a material fact necessary to make any such representation, warranty or other statement, in light of the circumstances in which it was made, not misleading.

ARTICLE III REPRESENTATIONS AND WARRANTIES OF THE BUYER AND THE BUYER PRINCIPAL

The Buyer and Buyer Principal, jointly and severally, represent and warrant to the Seller that the statements contained in this ARTICLE III are true and correct as of the date hereof and as of the Closing Date, except to the extent any warranty or representation speaks as of an earlier date.

3.1 Organization.

The Buyer is a limited liability company duly organized, validly existing and in good standing under the Laws of its jurisdiction of incorporation. The Buyer is duly qualified to conduct business under the Laws of each jurisdiction where the character of the property owned, leased or operated by it or the nature of its activities, makes such qualification necessary except for such qualifications which, if not obtained, would not have a Buyer Material Adverse Effect. The Buyer has all requisite power and authority to carry on its business or any portion thereof in which it is now engaged and to own, lease or otherwise hold and use the assets and property now owned, leased or otherwise held by it in the manner currently used, except to the extent any such failure would not have a Buyer Material Adverse Effect.

3.2 Authority.

The Buyer has all requisite limited liability company power and authority to execute and deliver this Agreement and the Ancillary Agreements to which it will be a party and to perform its obligations hereunder and thereunder. The execution and delivery by the Buyer of this Agreement and such Ancillary Agreements and the consummation by the Buyer of the transactions contemplated hereby and thereby have been duly and validly authorized by all necessary limited liability company action on the part of the Buyer. This Agreement has been, and such Ancillary Agreements will be, validly executed and delivered by the Buyer and the Buyer Principal, as applicable, and, assuming this Agreement and each such Ancillary Agreement constitute the valid and binding obligation of the Seller and the Principal, constitutes or will constitute a valid and binding obligation of the Buyer, enforceable against the Buyer in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar Laws relating to or affecting the rights of creditors generally and by equitable principles, including, without limitation, those limiting the availability of specific performance, injunctive relief and other equitable remedies and those providing for equitable defenses.

3.3 Noncontravention.

Neither the execution and delivery by the Buyer of this Agreement or the Ancillary Agreements to which the Buyer will be a party, nor the consummation by the Buyer of the transactions contemplated hereby or thereby, will:

(i) conflict with or violate any provision of the articles of incorporation or by-laws, or other comparable governing document, of the Buyer;

(ii) require on the part of the Buyer any filing or registration with, or notification to, or permit, authorization, consent or approval of, any Governmental Entity or any other Person;

(iii) conflict with, result in a breach of, constitute (with or without due notice or lapse of time or both) a default under, result in the loss of benefit under, result in the acceleration of obligations under, create in any party any right to terminate or modify, or require any notice, consent or waiver under, any material contract, lease, sublease, license, sublicense, franchise, permit, indenture, agreement or mortgage to which the Buyer is a party or by which the Buyer is bound or to which any of its respective assets are subject; or

(iv) violate any material Law or order, writ, injunction, judgment, charge, decree or other restriction, or statute, rule or regulation applicable to, the Buyer, or any of their respective property or assets.

3.4 Brokers' Fees.

The Buyer has no liability or obligation to pay any fees or commissions to any broker, finder or agent with respect to the transactions contemplated by this Agreement which could become an obligation or liability of the Seller. If applicable, the Buyer will pay any such fees or commissions for any broker, finder or agent which it has engaged related to the transactions contemplated by this Agreement.

3.5 Accuracy of Information.

No representation or warranty or other statement made by the Buyer Principal or the Buyer in this Agreement, or otherwise in connection with the transactions contemplated by this Agreement, contains any material untrue statement or omits to state a material fact necessary to make any such representation, warranty or other statement, in light of the circumstances in which it was made, not misleading.

3.6 Inspection of the Acquired Assets and Books and Records.

Buyer has conducted or been allowed to conduct a full visual inspection of the Selected Assets and has not been denied reasonable access thereto. Except as otherwise provided in this Agreement, the Buyer has inspected or been allowed to inspect the books, records and files regarding the Seller, and to make inquiries as they deem appropriate. Further, Buyer acknowledges that it has received and reviewed the financial condition of the company, including but not limited to tax returns, accounting records, bank statements, profit and loss statements and has had its own CPA review the financial records of the Company and that Buyer is satisfied with its due diligence and has agreed to complete the closing of this transaction; provided however, this statement does not overrule or otherwise affect the express representations of the Seller in this Agreement.

ARTICLE IV COVENANTS

4.1 Elimination of Intercompany Items.

Effective as of the Closing, all payables, receivables, liabilities and other obligations between the Business, on the one hand, and the Seller or any of its Affiliates, on the other hand, shall be eliminated without any liability to, or other obligation of, the Business, except to the extent such payables, receivables, liabilities and other obligations relate to bona fide transactions entered into or conducted on substantially prevailing market terms, at substantially prevailing market prices, and are specifically included in the Assumed Liabilities.

4.2 Tax Clearance Certificates.

To the extent obtainable, the Seller shall use commercially reasonable efforts to obtain and deliver to the Buyer on or prior to the Closing, municipal, State and county tax clearance certificates or letters in the jurisdictions in which the Business is conducted demonstrating the payment of all tax liabilities with respect to the Business, which, if unpaid, could impose successor or continuing liability on the Buyer (“Tax Clearance Certificates”). To the extent the Seller is unable to deliver such Tax Clearance Certificates on or prior to the Closing, the Seller shall use commercially reasonable efforts to obtain such certificates as soon as practicable following the Closing. The Seller shall be liable for the payment of all amounts which may be required to be paid to obtain all Tax Clearance Certificates.

ARTICLE V INDEMNIFICATION

5.1 Indemnification by the Seller and the Principal.

Subject to the terms and conditions of this ARTICLE V, from and after the Closing, the Seller and the Principal, jointly and severally, shall indemnify the Buyer Principal, the Buyer and their Affiliates, successors, assigns, stockholders, partners, members, managers, agents, representatives, officers, directors or employees (each, a “Buyer Party”) and save and hold each Buyer Party harmless against, Damages incurred or suffered by such Buyer Party resulting from or constituting:

- (i) any breach of a representation or warranty of the Seller or any of the Principal contained in this Agreement or the Seller Certificate;
- (ii) any failure by the Seller or any of the Principal to perform any covenant or agreement contained in this Agreement;
- (iii) any Excluded Liabilities, Excluded Assets or any liabilities arising or accruing under any Employee Benefit Plans;
- (iv) any liabilities and obligations to the extent arising or accruing (i) from the operation of the Business or the Acquired Assets prior to the Closing Date, except for the

Assumed Liabilities or (ii) with respect to any of the Employees with respect to their employment prior to the Closing Date or any termination of the Employees by the Seller;

(v) any Environmental Matter that existed or arose prior to the Closing Date with respect to the Business or any of the Acquired Assets;

(vi) any liabilities and obligations resulting from or arising out of any bulk sales Law, bulk transfer Law, or any other similar Laws with respect to the transactions contemplated by this Agreement, if applicable; or

(vii) any and all Taxes due with respect to the Business accruing prior to the Closing.

5.2 Indemnification by the Buyer and the Buyer Principal.

Subject to the terms and conditions of this ARTICLE V, from and after the Closing, the Buyer and Buyer Principal, jointly and severally, shall indemnify the Seller and its Affiliates, successors, assigns, stockholders, partners, members, managers, agents, representatives, officers, directors or employees (each, a “Seller Party”) and save and hold the Seller Party harmless against, Damages incurred or suffered by such Seller Party resulting from or constituting:

(i) any breach of a representation or warranty of the Buyer contained in this Agreement or the Buyer Certificate;

(ii) any failure by the Buyer to perform any covenant or agreement contained in this Agreement;

(iii) any Assumed Liabilities and any liabilities and obligations arising or accruing (i) from the operation of the Business by the Buyer or the Acquired Assets from and after the Closing Date or (ii) with respect to any of the Transferred Employees with respect to their employment by the Buyer (as applicable) from and after the Closing Date;

(iv) any Environmental Matter that existed or arises from and after the Closing Date with respect to the Buyer’s operation of the Business or ownership of any of the Acquired Assets from and after the Closing Date; or

(v) any and all Taxes due with respect to the Business or the Acquired Assets accruing from and after the Closing.

5.3 Claims for Indemnification.

(a) Third-Party Claims. All claims for indemnification made under this Agreement resulting from, related to or arising out of a third-party claim against an Indemnified Party shall be made in accordance with the following procedures. An Indemnified Party shall give prompt written notification (not more than 30 days after becoming aware of any third-party claim) to the Indemnifying Party of the commencement of any action, suit or proceeding relating to a third-party claim for which indemnification may be sought or, if earlier, upon the assertion of any such claim by

a third party; provided that the failure to timely notify an Indemnifying Party shall not relieve the Indemnifying Party of its obligations hereunder except to the extent that the Indemnifying Party has been materially prejudiced thereby. Such notification shall include a description in reasonable detail, to the extent known or on hand at the time, of the facts constituting the basis for such third-party claim, all relevant documentation with respect to such third-party claim (including any summons, complaint, pleading, written demand or other document or instrument) and the amount of the Damages claimed. At any time after delivery of such notification, the Indemnifying Party may, upon written notice thereof to the Indemnified Party, assume control of the defense of such action, suit, proceeding or claim by acknowledging without qualification its indemnification obligations as provided in this ARTICLE V in writing to the Indemnified Party and assuming all liability for any Damages arising from such claim for indemnification (without any other reservation of rights). If the Indemnifying Party does not give such written notice and assume control of such defense in a prompt manner (in any event not more than 30 days after receipt of the notification of such third-party claim) or does not continue to diligently pursue such defense or handling of such third-party claim, the Indemnified Party may control such defense and handling of such claim at the Indemnifying Party's expense. The Party not controlling such defense or handling of such third-party claim may participate therein at its own expense. The Party controlling such defense shall keep the other Party advised of the status of such action, suit, proceeding or claim and the defense thereof and shall have the right to settle such action, suit, proceeding or claim; provided, however, (i) the Indemnified Party shall not agree to any settlement of such action, suit, proceeding or claim without the prior written consent of the Indemnifying Party (which consent shall not be unreasonably withheld, conditioned or delayed), and (ii) the Indemnifying Party shall not agree to any settlement of such action, suit, proceeding or claim without the prior written consent of the Indemnified Party (which consent shall not be unreasonably withheld, conditioned or delayed); provided further, however, that the Indemnifying Party may agree to a settlement without the Indemnified Party's consent if (A) such settlement does not impose injunctive or equitable relief on the Indemnified Party or its Affiliates and (B) the Indemnifying Party acknowledges without qualification its indemnification obligations as provided in this ARTICLE V in writing to the Indemnified Party with respect to such third-party claim and such settlement includes a complete release of the Indemnified Party and its Affiliates with prejudice with respect to such third-party claim.

(b) Procedure for Other Claims. An Indemnified Party wishing to assert a claim for indemnification under this ARTICLE V which does not involve a third-party claim shall deliver to the Indemnifying Party a Claim Notice. Except to the extent otherwise expressly stated in a written notice, if any, delivered by the Indemnifying Party within 60 days following receipt of the Claim Notice, the Indemnifying Party shall be deemed to have accepted such claim that the Indemnified Party is entitled to receive all of the Damages claimed in such Claim Notice or is otherwise entitled to indemnification with respect to the matter described in the Claim Notice. If a dispute relating to a Claim Notice is not resolved within 90 days following the delivery of the Claim Notice, the Indemnifying Party and the Indemnified Party shall each have the right to submit such dispute to a court of competent jurisdiction in accordance with the provisions of Section 10.11.

5.4 Survival; Limitations.

(a) Survival. The representations and warranties of the Parties set forth in this Agreement, the Seller Certificate, and the Buyer Certificate shall survive the Closing and the

consummation of the transactions contemplated hereby and continue until twenty-four (24) months following the Closing Date, at which time they shall expire, except with respect to the Fundamental Representations, which representations and warranties shall survive until the expiration of the applicable statute of limitations. All covenants and other agreements of the Parties set forth in this Agreement and the Ancillary Agreements shall survive the Closing and the consummation of the transactions contemplated hereby and continue until fully performed in compliance with their terms, at which time they shall expire. If an indemnification claim is properly asserted in writing pursuant to Section 5.3 prior to the expiration of such applicable time period, then such representation or warranty shall survive until, but only for the purpose of, the resolution of such claim.

(b) Insurance Proceeds; Taxes. The amount of Damages recoverable by an Indemnified Party under this Agreement shall be reduced by (i) the amount of any net payment or benefit actually received (after deducting related reasonable costs and expenses) by such Indemnified Party with respect to such Damages from any insurance provider or any other third party (provided, that if an Indemnified Party receives net insurance proceeds specifically with respect to such Damages after it receives credit or payment under this ARTICLE V from an Indemnifying Party, the Indemnified Party shall promptly refund to the Indemnifying Party the amount of such net payment actually made up to and to the extent of the amount of the proceeds received specifically with respect to such Damages) and (ii) the amount of any Tax benefits actually recognized by the Indemnified Party with respect to such Damages. Notwithstanding the foregoing, no Damages recoverable by an Indemnified Party may be withheld or otherwise delayed due to the fact that an anticipated insurance, third party or Tax payment benefit has not actually been received or recognized by the applicable Indemnified Party; provided, however, in such case, the payment or benefit shall be promptly remitted to the Indemnifying Party after it is received or recognized by the Indemnified Party.

(c) Deductible. Notwithstanding any other provision to the contrary, the Indemnifying Party shall not be liable with respect to any Damages pursuant to Section ARTICLE V(i) or ARTICLE V(i), as applicable, (other than with respect to the Fundamental Representations and claims based on fraud or willful misconduct, to which this limitation shall not apply) unless and until the aggregate amount of all Damages to which the Indemnified Party has otherwise become entitled under Section ARTICLE V(i) or ARTICLE V(i), as applicable, exceeds One Hundred Eighty Seven Thousand Five Hundred Dollars (\$187,500.00) (the “Deductible”), at which point such Indemnifying Party shall be liable for all Damages over and above the Deductible including without limitation under Section ARTICLE V(i) or ARTICLE V(i) as the case may be, subject to the other limitations set forth in this ARTICLE V.

(d) Material Qualifiers. For purposes of determining the amount of any Damages for all purposes under this ARTICLE V (and not for the determination of whether a breach has occurred), each representation and warranty contained in this Agreement shall be read without regard to any materiality or material adverse effect qualifier contained therein.

5.5 Sole Remedy.

From and after the Closing, the rights provided to the Parties under this ARTICLE V shall be the sole and exclusive remedies of the Parties and their respective Affiliates with respect to claims under this Agreement (including without limitation claims for any and all breaches or alleged

breaches of any representations, warranties, covenants or agreements of the Parties hereunder) or otherwise relating to the transactions contemplated hereby, except with respect to (i) claims for equitable relief, including, without limitation, specific performance, made with respect to breaches of any covenant or agreement contained in this Agreement, (ii) claims subject to resolution in accordance with the procedures set forth in Section 1.3(d) and (iii) claims for fraud or willful misconduct.

5.6 Offset.

In pursuing the collection of any Damages to which a Buyer Party may be entitled under Section (i), other than based on a breach of any of the Fundamental Representations, fraud, or willful misconduct, the Buyer and the Buyer Principal shall first offset such Damages against the Seller Note issued to the Seller by a reduction equal to any amount of such Damages. Except as otherwise limited in this ARTICLE V, including the preceding sentence, the Seller and the Principal, jointly and severally, shall remain liable for any Damages to which a Buyer Party may be entitled under Section 5, and, in pursuing the collection of any Damages to which a Buyer Party may be entitled (i) under any other Section of 5 (other than Sections (i), except as a result of a breach of any of the Fundamental Representations) or (ii) in the event of fraud or willful misconduct, the Buyer and the Buyer Principal shall have a right of offset, in their sole discretion, of such Damages against the Seller Note in the manner described in the preceding sentence. In the event of any such offset under this Section, the Seller Note shall be automatically reduced by an amount equal to any such Damages subject to such offset (as if the same had never been conveyed to the Seller, without any requirement for payment therefor) and the Seller and the Principal, jointly and severally, shall pay promptly to the Buyer Principal the amount of any Seller Note payment actually paid to the Seller thereon since the Closing Date. Further, any such offset shall not be a limitations on damages.

5.7 Treatment of Indemnification Payments.

All indemnification payments made under this Agreement shall be treated by the Parties as an adjustment to the Purchase Price.

ARTICLE VI TAXES

6.1 Payment of Taxes.

All liabilities for Taxes attributable to the operations of the Business and the ownership of the Acquired Assets, for all periods (or portions thereof) through the day prior to the Closing Date shall be borne by the Seller. Any refunds or credits or rights to refunds or credits attributable to such Taxes (including interest and penalties) shall be the property of the Seller.

All liability for Taxes attributable to the operations of the Business and the ownership of the Acquired Assets, for all periods (or portions thereof) beginning on or after the Closing Date, shall be borne by the Buyer. Any refunds or credits or rights to refunds or credits attributable to such Taxes (including interest and penalties) shall be the property of Buyer.

6.2 Transfer Taxes.

All sales, use, transfer, excise and similar Taxes payable in connection with the transfers contemplated hereby and any recording and filing fees and any stamp or similar Tax due, imposed, levied or assessed by reason of the recordation of any transfer document shall be paid by the Seller. The Party required by applicable Law shall file any necessary Tax Returns and other documentation with respect to any such transfer Taxes. The Party required to file such Tax Returns shall make such Tax Returns available for review of the other Party sufficiently in advance of the due date for the filing of such Tax Returns to provide such other party with a meaningful opportunity to analyze and comment on such Tax Returns before filing. The Party filing such Tax Returns shall make such changes and revisions to the Tax Returns as are reasonably requested by the other Party, subject to the consent of the Party filing the returns, which consent shall not be unreasonably withheld or delayed. Prior to the Closing, the parties shall cooperate in executing any appropriate resale or other tax exemption certificates in connection with this Agreement and the transactions contemplated hereby to reduce or eliminate any such transfer Taxes.

6.3 Reimbursement of Taxes Paid.

If either Party pays any Taxes to be borne by the other Party, the other Party shall promptly reimburse such Party for the Taxes paid. If either Party receives any refunds or credits which are the property of the other Party, such Party shall promptly pay the amount of such refunds or credits to the other Party.

ARTICLE VII EMPLOYEE MATTERS

7.1 Offer of Employment; Continuation of Employment.

The Seller shall terminate (or cause to be terminated) the employment of those Employees designated on Schedule 7 of the Disclosure Schedule immediately upon the Closing and the Buyer shall offer employment to such Employees and on such terms and conditions as the Buyer determines in its sole discretion (it being understood that the Buyer will consult with the Principal in making such determination). Each such Employee, if any, that accepts the Buyer's offer of employment is referred to herein as a "Transferred Employee."

7.2 Liability for Employees and Benefits.

(a) Except as otherwise provided in Section 7, the Buyer shall not assume any liability and the Seller shall remain liable for any amount (including, without limitation, any compensation or benefits (pay vacation, paid time off ("PTO"), or any severance or retention payments) to which any Employee (including Transferred Employees and all other Employees) is or becomes entitled under any agreement relating to employment or union contract, Employee Benefit Plan, or applicable Law with respect to the employment of such Employee by the Seller or any of its Affiliates that exists or arises (or may be deemed to exist or arise) as a result of (i) the sale of the Business hereunder, (ii) the failure of such Employee to accept employment with the Buyer, (iii) the employment of any Employee prior to the Closing Date, or (iv) the termination of any Employee by the Seller or any of its Affiliates or (v) any Employee not being included on Schedule 7 of the Disclosure Schedule as a Transferred Employee.

(b) Nothing in this ARTICLE VII or otherwise in this Agreement shall obligate the Buyer to continue any term or condition of employment or any employee benefit plan, program or arrangement for any period of time or to employ any Employee for any period of time. The Seller will, upon reasonable request by the Buyer, provide to the Buyer all information regarding each Employee as may be necessary for the Buyer to satisfy the requirements of this ARTICLE VII.

(c) This ARTICLE VII is solely for the purpose of defining the obligations between the Buyer and Seller concerning the Seller's employees, and will in no way (i) be construed as creating any employment contract or right to employment for any specified time, (ii) create any third-party beneficiary or other rights in any employee or former employee (including any beneficiary or dependent thereof) of the Seller, its Affiliates or any other Person other than the Parties and their respective successors and permitted assigns, or (iii) constitute or be deemed to constitute an amendment to any employee benefit plan sponsored or maintained by the Seller, the Buyer or any of their respective Affiliates.

7.3 WARN.

The Seller shall be responsible for any liabilities or obligations arising under WARN or other similar applicable Law with respect to any "plant closing" or "mass layoff" (as defined under WARN) with respect to the Employees resulting from the Seller's sale of the Acquired Assets to the Buyer and the termination of employment of the Employees and the Seller shall indemnify, defend, and hold the Buyer harmless from all Damages arising from or related to any such liabilities or obligations.

ARTICLE VIII OTHER POST-CLOSING COVENANTS

8.1 Payment of Certain Monies.

In the event that the Seller (or an Affiliate thereof) pays or discharges, after the Closing, any Assumed Liabilities, the Buyer shall reimburse the Seller for the amount so paid or discharged within 30 days of being presented with written evidence of such payment or discharge. In the event that the Buyer (or an Affiliate thereof) pays or discharges, after the Closing, any Excluded Liabilities, the Seller shall reimburse the Buyer for the amount so paid or discharged within 30 days of being presented with written evidence of such payment or discharge. The Buyer shall promptly forward to the Seller all monies received by the Buyer or its Affiliates following the Closing with respect to any Excluded Asset, and the Seller shall promptly forward to the Buyer all monies received by the Seller or its Affiliates following the Closing with respect to any Acquired Asset.

8.2 Confidentiality.

(a) From and after the Closing Date, (i) each of the Seller and the Principal will keep confidential and will not divulge any confidential information relating to any of the Business, including without limitation the following: (w) any customer lists or information relating to customers; (x) any Intellectual Property or Trade Secrets, (y) historical financial statements, financial projections and budgets, historical and projected sales, capital spending budgets and plans, personnel

training and techniques and materials, however documented, and (z) any and all notes, analyses, compilations, studies, summaries and other material containing or based, in whole or in part, on any information included in the foregoing, and (ii) each of the Buyer, the Buyer Principal, and the Seller shall keep confidential and will not divulge any information relating to the terms of this Agreement, including the Purchase Price and any other compensation paid to the Seller or any of its Affiliates (all of the foregoing in clauses (i) and (ii), the “ Confidential Information”); provided, however, that the foregoing shall not restrict any of the Parties from disclosing such information to their Representatives on a need to know basis (provided that such Party shall be responsible and liable for any disclosure by any such Person or its Representatives in violation of this Section) or, in the case of the foregoing clause (ii), to the extent required in any Tax Return. The Parties acknowledge that any disclosure of such Confidential Information other than as permitted in this Agreement or, following the Closing, for the sole benefit of the disclosing Party would be wrongful and would cause irreparable harm to the other Party. The Parties will use commercially reasonable precautions to protect all tangible embodiments of the Confidential Information in their possession from unauthorized persons or disclosure. The foregoing obligations of confidentiality will not apply to any Confidential Information that is or subsequently becomes generally known or available to the public, industry, or trade, other than as a direct or indirect result of the breach of this Agreement by the applicable Party or any of his/her/its Representatives.

(b) In the event that any of the Parties is requested or required (by oral question or request for information or documents in any legal proceeding, interrogatory, subpoena, civil investigative demand or similar process) to disclose any Confidential Information, to the extent permitted by Law, such Party will notify the other Party or Parties promptly of the request or requirement so that such Party or Parties may seek an appropriate protective order or waive compliance with the provisions of Section 8.2. If, in the absence of a protective order or the receipt of a waiver, the disclosing Party is, on the advice of counsel, compelled or required to disclose any Confidential Information, such Party may disclose only such Confidential Information.

8.3 Non-Compete/Non-Solicitation Agreements.

(a) Each of the Seller and the Principal hereby agrees that from and after the Closing Date and continuing for five (5) years from the Closing Date (the “Restriction Term”), it, he shall not, directly or indirectly, as an employee, agent, consultant, director, equity holder, manager, co-partner or in any other individual or representative capacity, own, operate, manage, control, engage in, invest in, be employed by or participate in any manner in, act as a consultant or advisor to, render services for (alone or in association with any Person), or otherwise assist any Person that engages in or owns, invests in, operates, manages or controls any venture or enterprise that directly or indirectly engages or proposed to engage in any of the Business in any state in which the Seller has conducted the Business during the 12-month period ending on the Closing Date; provided, however, that nothing contained herein shall be construed to prevent any of the Seller or the Principal from investing in the stock of any corporation or other entity listed on a national securities exchange or traded in the over-the-counter market so long as such party is not involved in the business of said corporation or other entity and such party does not own more than five percent (5%) of the stock of such corporation.

(b) During the Restriction Term, each of the Seller and the Principal shall not, directly or indirectly, as employee, agent, consultant, director, equity holder, manager, co-partner or

in any other capacity without the prior written consent of the Buyer, (i) cause or induce, or attempt to cause or induce, any client, prospective client, customer, supplier, licensee, licensor, employee, consultant or other business relationship of the Buyer or the Business to cease doing business with the Buyer or any of its Affiliates or to reduce the level of business being done with the Buyer or any of its Affiliates; or (ii) employ, engage, recruit or solicit for employment or engagement, any Transferred Employee, or otherwise seek to influence or alter any such Person's relationship with the Buyer or any of its Affiliates, except in the event the Buyer has terminated such Transferred Employee's employment (but only six (6) months after such termination has occurred).

(c) Each of the Seller and the Principal acknowledges that the Buyer has required that the Seller and the Principal make the agreements in this Section 8.3 as a condition to the Buyer's consummation of the transactions contemplated by this Agreement. Each of the Seller and the Principal acknowledges that the agreements contained in this Section 8.3 are reasonable (including with respect to duration, geographical area and scope) and necessary to protect the legitimate interests of the Buyer, including the preservation of the Business, and that any violation or breach of this Section 8.3 will result in substantial and irreparable harm to the Buyer for which no adequate remedy would exist at law. Accordingly, in addition to any relief at law that may be available to the Buyer for such violation or breach and regardless of any other provision contained in this Agreement, the Buyer will be entitled to seek injunctive and other equitable relief restraining such violation or breach (without any requirement that the Buyer provide any bond or other security).

8.4 Further Assurances.

The Seller and the Buyer agree to use their commercially reasonable efforts to execute and deliver, at no cost to the other Party, such other documents, certificates, agreements and other writings and to take such other actions as may be necessary or desirable in order to consummate or implement expeditiously the transactions contemplated by this Agreement.

8.5 Cooperation and Preservation of Books and Records.

The Parties recognize that the Parties and their respective Affiliates may need access, from time to time, after the Closing Date, to certain organizational, accounting and Tax records and information held by the other Parties; therefore, the Parties shall (a) properly retain and maintain such records until the thirtieth (30th) day following the last date on which the period to which such records relate is subject to audit by any Governmental Entity, and (b) subject to the right of each Party to refrain from disclosing or making available any proprietary information, any written or oral communications that are subject to the attorney-client privilege and any documents that are covered by the work product doctrine, allow the requesting Party and its respective agents and other representatives, at times and dates mutually acceptable to the Parties, to inspect, review, and make copies of such records as the requesting Party may deem necessary or appropriate from time to time. Such inspection, review and copying of records shall be conducted during normal business hours and at the requesting Party's expense.

ARTICLE IX DEFINITIONS

For purposes of this Agreement, each of the following terms shall have the meaning set forth below.

“Accountant” shall mean the Tampa, Florida regionally recognized certified public accounting firm mutually agreed upon by the Principal and the Buyer.

“Acquired Assets” shall mean, all assets, properties and rights of the Seller or its Affiliates of every kind, nature, character and description, tangible and intangible, real, personal or mixed, wherever located, existing as of the Closing which are utilized in or necessary for the continued operation of the Business, including but not limited to the following assets, in each case to the extent owned by the Seller or any of its Affiliates, but specifically excluding the Excluded Assets:

(a) All cash, other than cash in Seller’s savings account deposited in the ordinary course of business, accounts receivable, utility deposits and pre-paid expenses;

(b) all inventories of finished goods, raw materials, parts, office supplies, maintenance supplies and packaging materials, together with spare parts, supplies, and promotional materials;

(c) all Fixed Assets and all motorized vehicles not an Excluded Assets;

(d) all Intellectual Property and Trade Secrets;

(e) all Designated Contracts, including work-in-process, unless otherwise noted as “excluded” on Schedule 2.10 of the Disclosure Schedule and all client, prospective client or any other customer relationships, except to the extent required to be retained by the Seller under applicable Law;

(f) to the extent transferable, all Permits, except to the extent required to be retained by the Seller under applicable Law;

(g) all goods and services and all other economic benefits to be received on or subsequent to the Closing arising out of prepayments and payments by the Seller prior to the Closing;

(h) all books, records, accounts, ledgers, files, documents, correspondence, studies, reports, customer lists and records, marketing and sales plans, any other sales or marketing information or reports (such as operating reports and analyses, and maintenance and service records) and other printed or written materials related solely to the Business, the Acquired Assets, the Assumed Liabilities, or the Transferred Employees, subject to any restrictions imposed by applicable Law on the transfer of employee files and specifically excluding tax returns (or supporting documentation and records), stock record books and minute books of the Seller or similar items;

(i) all rights (but not obligations) under all non-competition, non-solicitation and similar agreements entered into for the benefit of Seller or any predecessor entity, to the extent assignable; and

(j) all goodwill.

“Affiliate” shall mean, with respect to any Person, another Person that directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with, such first Person, and, in the case of an individual, also means his or her spouse siblings, ascendants and descendants. For the purposes of this Agreement, “control,” when used with respect to any Person, means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, by contract or otherwise; and the terms “affiliated,” “controlling” and “controlled” have meanings correlative to the foregoing.

“Agreement” shall have the meaning set forth in the first paragraph of this Agreement.

“Ancillary Agreements” shall mean the agreements and instruments referred to in Section 0 of this Agreement required to be executed by any Party.

“Assumed Liabilities” shall mean and be specifically limited to the following:

(a) all Assumed Trade Payables;

(b) all liabilities and obligations accruing from the Closing Date under the Leases and the Designated Contracts, minus the Excluded Liabilities, included in the Acquired Assets; and

(c) liability for Taxes as provided in ARTICLE VI.

“Assumed Trade Payables” shall mean those accounts payables incurred with respect to the Business by the Seller in the ordinary course of business consistent with prior custom and practice, as of and following the Closing Date, if any.

“Business” shall mean the business of formulating and manufacturing private label auto, marine and cycle detailing products, along with any other business operated by the Seller, all as operated by the Seller prior to the Closing Date.

“Business Day” shall mean any day other than (i) a Saturday or Sunday or (ii) a day on which banking institutions located in New York, New York are permitted or required by Law, executive order or governmental decree to remain closed.

“Business Material Adverse Effect” shall mean any change, effect, event, condition or circumstance that (i) is or would be reasonably expected to be materially adverse to the business, assets, liabilities, financial condition or results of operations of the Business, or (ii) materially impairs the ability of the Seller to consummate the transactions contemplated by this Agreement; provided, however, that with respect to clause (i) only, any change, effect, event, condition or

circumstance resulting from any of the following shall not be deemed a Business Material Adverse Effect: (a) the announcement of the transactions contemplated by this Agreement, (b) any change or development in financial or securities markets, general economic conditions or factors affecting the economy as a whole, or political conditions in the United States (but only to the extent not disproportionately affecting the Business); (c) any outbreak or escalation of hostilities or act of terrorism involving, or any declaration of war by, the United States (but only to the extent not disproportionately affecting the Business); (d) changes in applicable Laws; (e) the taking of any action approved or consented to by the Buyer Principal or the Buyer; or (f) that results from any breach by the Buyer of this Agreement. For the avoidance of doubt, the Parties agree that the terms “material”, “materially” or “materiality” as used in this Agreement with an initial lower case “m” shall have their respective customary and ordinary meanings, without regard to the meaning associated to Business Material Adverse Effect.

“Buyer” shall have the meaning set forth in the first paragraph of this Agreement.

“Buyer Certificate” shall mean a certificate which shall have attached thereto: (i) a copy of the operating or limited liability company agreement of the Buyer, certified by the manager of the Buyer as the true and correct copies thereof as of the Closing Date; and (ii) a copy of the resolutions or written consents of the board of directors/manager (or similar governing body) and, if required, the members (or other owners) of the Buyer evidencing the approval of this Agreement and the Ancillary Agreements and the transactions contemplated hereby and thereby.

“Buyer Party” shall have the meaning set forth in Section 5.

“Buyer Principal” shall have the meaning set forth in the first paragraph of this Agreement.

“Claim Notice” shall mean a written notice which contains (i) a reasonably specific description and, to the extent known, the amount of any Damages incurred by the Indemnified Party, (ii) a statement that the Indemnified Party is entitled to indemnification under ARTICLE V and a reasonable explanation of the basis therefor, (iii) a demand for payment in the amount of such Damages, to the extent known, and (iv) if applicable, copies of all relevant documentation (including any summons, complaint, pleading, written demand or other document or instrument).

“Closing” shall mean the closing of the transactions contemplated by this Agreement.

“Closing Date” shall mean the effective date of this Agreement.

“Code” shall mean the Internal Revenue Code of 1986, as amended.

“Confidential Information” shall have the meaning set forth in Section ARTICLE VIII(a).

“Controlled Group Liability” means any and all liabilities (a) under Title IV of ERISA, (b) under the minimum funding requirements of Section 302 of ERISA or Section 412 of the Code or (c) under Section 4971 of the Code.

“Damages” shall mean any and all damages, fines, losses, claims, causes of action, costs, deficiencies, fees, penalties and expenses paid or incurred (including, without limitation, reasonable attorneys’ fees and all other out of pocket expenses paid in defense or settlement).

“Designated Contracts” shall have the meaning set forth in Section 0.

“Disclosure Schedule” shall mean the disclosure schedule provided by the Seller to the Buyer on the date hereof, and, if applicable, from the Buyer to the Seller on the date hereof.

“Employee Benefit Plan” shall mean any “employee benefit plan” (within the meaning of Section 3(3) of ERISA but excluding any plan that is a “multiemployer Plan,” as defined in Section 4001(a)(3) of ERISA) and each other employee plan, program, agreement or arrangement, vacation or sick pay policy, fringe benefit plan, compensation, severance or employment agreement, stock bonus, stock purchase, stock option, restricted stock, stock appreciation right or other equity-based plan, and bonus or other incentive compensation or salary continuation plan or policy, whether formal or informal, oral or written, contributed to, sponsored or maintained by the Seller with respect to which the Seller or any of its Affiliates has any liability (contingent or otherwise) as of the date hereof for the benefit of any current, former or retired employee, consultant, or independent contractor.

“Employees” shall mean all employees (whether temporary or permanent) employed or used by the Seller or otherwise used with respect to the Business and the operations related thereto, as listed and designated as such on Schedule 2.13.

“Environment” shall mean any surface water, ground water, drinking water supply, land surface or subsurface strata, or ambient air.

“Environmental Law” shall mean any Federal, State, or local statute, regulation, ordinance or rule and any applicable judicial and administrative orders and determinations, in effect on the Closing Date relating to the protection of the Environment or occupational health and safety.

“Environmental Matters” shall mean any legal obligation or liability arising under Environmental Law.

“ERISA” shall mean the Employee Retirement Income Security Act of 1974, as amended.

“ERISA Affiliate” shall mean any entity which is, or was at a relevant time, a member of (i) a controlled group of corporations (as defined in Section 414(b) of the Code), (ii) a group of trades or businesses under common control (as defined in Section 414(c) of the Code), or (iii) an affiliated service group (as defined under Section 414(m) of the Code or the regulations under Section 414(o) of the Code), any of which includes the Seller.

“Excluded Assets” shall mean the following assets owned or used by the Seller:

- (a) all insurance policies and related refunds and proceeds;

(b) all rights which accrue or will accrue to the benefit of the Seller under this Agreement or the Ancillary Agreements;

(c) all actions, claims, causes of action, rights of recovery, choses in action and rights of setoff of any kind arising before, on or after the Closing relating to any other Excluded Asset or any Excluded Liability;

(d) all Tax refunds, Tax Returns (or supporting documentation and records), stock record books and minute books of the Seller or similar items;

(e) any Employee Benefit Plans; and

(f) other assets, properties or rights listed on, or arising under any contracts or agreements, identified specifically on Schedule IX, which will include any Designated Contracts noted as “excluded” on Schedule 2.10 of the Disclosure Schedule, if any;

“Excluded Liabilities” shall mean all liabilities and obligations of the Seller:

which are not included as an Assumed Liability;

(a) breaches or obligations of Seller relating to the Acquired Assets prior to Closing or the Excluded Assets or ;

(b) under this Agreement and the Ancillary Agreements;

(c) for costs and expenses incurred in connection with this Agreement or the consummation of the transactions contemplated by this Agreement (including any fees for financial advisors engaged by or on behalf of the Seller or any of the Principal);

(d) relating to all employee compensation and benefit arrangements, plans or programs including, without limitation, all Employee Benefit Plans and such other employee benefit plans that are or were maintained or contributed to by the Seller or any ERISA Affiliate with respect to any Employee;

(e) for Taxes of the Seller, except as otherwise provided in ARTICLE VI; or

(f) relating to any other business of the Seller or its Affiliates, other than the Business.

“FCPA” shall mean the United States Foreign Corrupt Practices Act of 1977, as amended.

“Fixed Assets” shall mean all computer hardware, equipment, furniture, furnishings, fixtures, machinery, vehicles, inventories, tools and tooling and all other tangible personal property used, held for use, or useful for the continued operation of the Business, including without limitation any listed on Schedule 2.7 of the Seller’s Disclosure Schedule.

“Fundamental Representations” shall mean those representations set forth in Sections 2 (Organization, Qualification and Power), 2.2 (Authority), 2.6 (Tax Matters), 2.7 solely as it relates

to title and ownership (Title to Real and Personal Property), 2.9 (Intellectual Property), 2.15 (Environmental Issues), 2.200 (Brokers' Fees), 3 (Organization), 3.2 (Authority), and 3.4 (Brokers' Fees).

“Governmental Entity” shall mean any court, arbitrational tribunal, administrative agency or commission or other governmental or regulatory authority or agency.

“Governmental Filings” shall mean all registrations, filings and notices with or to Governmental Entities.

“Improvements” shall have the meaning set forth in Section 0.

“Indemnified Party” shall mean the party entitled to indemnification under ARTICLE V.

“Indemnifying Party” shall mean the party from whom indemnification is sought by the Indemnified Party.

“Intellectual Property” shall have the meaning set forth in Section 0.

“IRCA” shall have the meaning set forth in Section 0.

“IRS” shall mean the Internal Revenue Service.

“Knowledge” shall mean (i) in the case of the Seller, the actual knowledge, after reasonable diligent inquiry, of any of the Principal or other officers or directors of the Seller, and (ii) in the case of Buyer Principal or the Buyer, the actual knowledge of the officers and directors of the Buyer Principal, after reasonable diligent inquiry.

“Law” shall mean any domestic or Federal, State or local law, statute, ordinance, rule, administrative ruling, common law, regulation, order, writ, award, judgment, injunction, directive, decree or other requirement of any Governmental Entity.

“Leases” shall have the meaning set forth in Section 2.7.

“Materials of Environmental Concern” shall mean any hazardous substance, pollutant or contaminant, as those terms are defined under the Federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, solid waste and hazardous waste, as those terms are defined in the Federal Resource Conservation and Recovery Act (as in effect on the date of this Agreement) and oil, petroleum and petroleum products, or any other substance as to which liability or standards of conduct may be imposed pursuant to any Environmental Law.

“Measurement Period” shall mean the twelve (12) month rolling calendar period commencing on the first day of the first full calendar month following the Closing.

“Most Recent Financial Statements” shall mean the unaudited balance sheet and statement of income of the Seller and the Business as of and for the year-to-date period ended on August 31, 2019.

“Net Working Capital Amount” shall mean \$1,071,982.05.

“Party” and “Parties” shall have the meaning set forth in the first paragraph of this Agreement.

“Permits” shall mean all occupational licenses permits, licenses, franchises, accreditations or authorizations from any Governmental Entity required to be held for the conduct of the Business as presently conducted by the Seller.

“Person” shall mean an individual, corporation, partnership, limited liability company, association, trust or other entity or organization, including a Governmental Entity.

“Principal” and “Principal” shall have the meanings set forth in the first paragraph of this Agreement.

“Principal Consulting Agreement” shall have the meaning set forth in Section ARTICLE I(c)(viii).

“Purchase Price” shall have the meaning set forth in Section 1.2.

“Release” shall mean any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into the Environment.

“Representatives” shall mean officers, employees, shareholders, members, partners, investors, lenders, attorneys, advisors, agents, and other representatives of the applicable Person.

“Restriction Term” shall have the meaning set forth in Section 0.

“Security Interest” shall mean any mortgage, deed of trust, pledge, security interest, encumbrance, conditional sales contract, claim, restriction, covenant, easement, right of way, title defect, charge, license or other lien (whether arising by contract or by operation of Law).

“Seller” shall have the meaning set forth in the first paragraph of this Agreement.

“Seller Certificate” shall mean a certificate which shall have attached thereto: (i) a copy of the articles of incorporation (or similar document) of the Seller (as amended through the Closing), certified by the Seller as the true and correct copies thereof as of the Closing Date; (ii) a certificate of existence and good standing for the Seller, dated within three Business Days of Closing, from the Secretary of State (or other applicable Governmental Entity) of Seller’s jurisdiction of organization; (iii) a copy of the resolutions or written consents of the board of directors or other governing body and, if required, the stockholders of the Seller evidencing the approval of this Agreement and the Ancillary Agreements and the transactions contemplated hereby and thereby and (iv) an officer certificate certifying amonth other things, wach of the acts, undertakings and covenants and other agreements of Seller to be performed at or before the Closing Date have been materially performed and complied with, and Seller has not breached any of the covenants and other agreements set forth in the Agreement and all of the representations and warranties of Seller and Principal contained in the Agreement are true and correct in all respects as of the date of the

Agreement and are true and correct in all respects as of the Closing Date, except as otherwise contemplated by the Agreement.

“Seller Party” shall have the meaning set forth in Section 5.2.

“Seller’s Financial Statements” shall mean (i) the balance sheet and statement of income of the Seller and the Business as of and for the fiscal years ended December 31, 2016, 2017 and 2018, and (ii) the Most Recent Financial Statements.

“Separation from Service” has the meaning set forth in Treasury Regulation Section 1.409A-1(h) or any successor provision thereto.

“Settlement Statement” shall mean a closing statement signed by the Parties as of the Closing Date reflecting the distributions to be made as of the Closing Date.

“SSA” shall have the meaning set forth in Section 0.

“Tax Allocation” shall have the meaning set forth in Section 1.4.

“Tax Clearance Certificates” shall have the meaning set forth in Section 4.2.

“Taxes” shall mean all taxes, including income, gross receipts, ad valorem, value-added, excise, real property, personal property, sales, use, transfer, withholding, employment, social security charges, franchise taxes or any other tax of any kind whatsoever, whether disputed or not, and any interest, penalties, assessments or additions to tax resulting from, attributable to or incurred in connection with any such tax.

“Taxing Authority” shall mean any applicable Governmental Entity responsible for the imposition of Taxes.

“Tax Returns” shall mean all reports, returns, declarations, statements, forms, claims for refunds or other information (including any related schedules, statements or information, and amended returns) supplied or required to be supplied to a Taxing Authority in connection with Taxes.

“Termination Date” shall have the meaning set forth in Section 7.5(d).

“Trade Secrets” shall have the meaning set forth in Section 0.

“Transferred Employees” shall have the meaning set forth in Section 7.

“WARN” shall mean the Worker Adjustment and Retraining Notification Act and any similar applicable State, local or foreign Law.

“Working Capital” shall mean the sum of (i) all cash and cash equivalents, accounts and notes receivable (less reasonable allowances for bad debts or accounts or in no case more than 90 days past due), and prepaid expenses included in the Acquired Assets delivered to the Buyer as of the Closing Date plus (ii) inventory value of \$616,692.02 minus (ii) the aggregate amount of the

Assumed Trade Payables. Working Capital shall exclude all employee loans, loans to shareholder, intercompany loans, intercompany trade payables, and intercompany trade receivables, none of which are being assumed by or assigned to the Buyer. Working Capital shall be calculated based on the applicable financial statements, prepared in accordance with the Seller's historical accounting principles on a consistent basis with the past Seller's Financial Statements, as provided in more detail based on the hypothetical provided in Exhibit E.

"Working Capital Statement" shall have the meaning set forth in Section 1.3(a).

ARTICLE X MISCELLANEOUS

10.1 Press Releases and Announcements.

No Party shall issue (and each Party shall cause its Affiliates not to issue) any press release or public disclosure relating to the subject matter of this Agreement without the prior written approval of the other Party, subject approval not to be unreasonably withheld, conditioned or delayed; provided, however, that any Party may make any public disclosure it believes in good faith is required by Law, regulation or stock exchange rule (in which case the disclosing Party shall advise the other Party or Parties and the other Party or Parties shall, to the extent permitted by Law, have the right to review and comment on such press release or announcement, and the disclosing Party shall incorporate all reasonable comments of the other Party, prior to its publication).

10.2 No Third Party Beneficiaries.

Except as set forth in ARTICLE V with regard to the Buyer Parties and the Seller Parties, this Agreement shall not confer any rights or remedies upon any person other than the Parties and their respective successors and permitted assigns and, to the extent specified herein, their respective Affiliates.

10.3 Entire Agreement.

This Agreement (including the Ancillary Agreements and the Disclosure Schedule) constitutes the entire agreement among the Parties, and supersedes any prior agreements, letters of intent, term sheets or understandings among the Parties.

10.4 Succession and Assignment.

No Party may assign either this Agreement or any of its rights, interests, or obligations hereunder without the prior written approval of the Principal (in the case of an assignment by the Buyer or the Buyer Principal) or the Buyer Principal (in the case of an assignment by the Seller or the Principal), which written approval shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, this Agreement, and all rights, interests and obligations hereunder,

may be assigned, without such consent, to (i) any Affiliate of the Buyer or the Buyer Principal or any entity that acquires all or substantially all of the Buyer's, the Buyer Principal's or any of their Affiliate's business or assets or (ii) any of the Buyer's or the Buyer Principal's secured lenders as collateral. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

10.5 Notices.

All notices, requests, demands, claims and other communications hereunder shall be in writing. Any notice, request, demand, claim or other communication hereunder shall be deemed duly delivered three Business Days after it is sent by registered or certified mail, return receipt requested, postage prepaid, or one Business Day after it is sent for next Business Day delivery via a reputable nationwide overnight courier service, in each case to the intended recipient as set forth below:

If to the Buyer or the Buyer Principal:
Russell Buchanan
430 62nd St,
Holmes Beach, FL 34217
Email: wrbuchan@gmail.com
russ.buchanan@buchananpartnersllc.com

Copy to:

If to Seller/Principal:
Rick Vaal
6534 Lincoln Rd.,
Bradenton Florida 34203
Email: vaalrick@gmail.com

Copy to:
Joseph N. Perlman, Esquire
American Heritage Auctioneers, LLC
28461 US 19 N
Clearwater, FL 33761
Email:joeperlmanlawfirm@gmail.com

Any Party may give any notice, request, demand, claim, or other communication hereunder by personal delivery, expedited courier, messenger service, telecopy, electronic mail, or certified mail, and any such communication shall be deemed delivered (a) upon machine or server confirmation if given by telecopy or electronic mail or (b) if not given by telecopy or electronic mail, when actually received by the Party for whom it is intended. Any Party may change the address to which notices, requests, demands, claims and other communications hereunder are to be delivered by giving the other Party notice in the manner herein set forth.

10.6 Amendments and Waivers.

The Parties may mutually amend or waive any provision of this Agreement at any time. No amendment or waiver of any provision of this Agreement shall be valid unless the same shall be in writing and signed by all of the Parties. No waiver by any Party of any default,

misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, shall be deemed to extend to any prior or subsequent default, misrepresentation or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

10.7 Severability.

Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction. If the final judgment of a court of competent jurisdiction declares that any term or provision hereof is invalid or unenforceable, the Parties agree that the body making the determination of invalidity or unenforceability shall have the power to reduce the scope, duration or area of the term or provision, to delete specific words or phrases, or to replace any invalid or unenforceable term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Agreement shall be enforceable as so modified.

10.8 Expenses.

Except as otherwise specifically provided to the contrary in this Agreement, each of the Parties shall bear its own costs and expenses (including, without limitation, legal fees and expenses) incurred in connection with this Agreement and the transactions contemplated hereby.

10.9 Specific Performance.

Each Party acknowledges and agrees that the other Party or Parties would be damaged irreparably in the event any of the provisions of this Agreement are not performed in accordance with their specific terms or otherwise are breached. Accordingly, each Party agrees that the other Party or Parties may be entitled to an injunction or injunctions to prevent breaches of the provisions of this Agreement and to enforce specifically this Agreement and the terms and provisions hereof in any action instituted in any court of the United States or any State thereof having jurisdiction over the Parties and the matter.

10.10 Governing Law.

This Agreement shall be governed, construed and enforced in accordance with the substantive and procedural laws of the State of Florida including its statutes of limitations, without regard to any conflicts of law principle, decisional law or statutory provision which would require, cause or permit the application of the substantive law of any other jurisdiction, and without regard to the 1980 United Nations Conference on the International Sale of Goods, which shall not apply to this Agreement.

10.11 Submission to Jurisdiction and Attorneys' Fees.

The parties hereto hereby irrevocably consent to the personal jurisdiction the courts of the State of Florida located in the County of Manatee and of the United States District Court for

the Middle District of Florida, Tampa Division (collectively, the “Designated Courts”), in any action to enforce, interpret or construe any provision of this Agreement or of any other agreement or document delivered in connection with this Agreement, and also hereby irrevocably waive any defense of improper venue or forum non conveniens to any such action brought in any of the Designated Courts. The parties further irrevocably agree that any action to enforce, interpret or construe any provision of this Agreement will be brought only in one of the Designated Courts and not in any other court. EACH OF THE PARTIES TO THIS AGREEMENT HEREBY IRREVOCABLY WAIVES ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.. In the event that legal action is commenced with respect to this Agreement, the prevailing Party shall be entitled to recover reasonable attorneys’ fees and expenses and other court costs and expenses from the non-prevailing Party.

10.12 Bulk Transfer Laws.

The Buyer and the Seller hereby waive compliance by the Buyer and the Seller with the bulk sales law, bulk transfer law and any other similar Laws in any applicable jurisdiction in respect of the transactions contemplated by this Agreement.

10.13 Construction.

The language used in this Agreement shall be deemed to be the language chosen by the Parties to express their mutual intent, and no rule of strict construction shall be applied against any Party.

Any reference to any Federal, State, local, or foreign statute or Law shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise.

The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

All references herein to “Articles”, “Sections”, “Exhibits” and “Schedules” shall be deemed to be references to Articles and Sections of, and Exhibits and Schedules to, this Agreement unless the context shall otherwise require.

All references to “\$”, “Dollars” or “US\$” refer to currency of the United States of America.

The defined terms herein shall apply equally to both the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms.

The words “hereof,” “herein” and “hereunder” and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. The term “includes” or “including” shall mean “including without limitation.”

Unless otherwise expressly provided herein, any agreement, instrument or statute defined or referred to herein or in any agreement or instrument that is referred to herein means such agreement, instrument or statute as from time to time amended, modified or supplemented, including, without limitation, by waiver or consent (in the case of agreements or instruments) and by succession of comparable successor statutes and references to all attachments thereto and instruments incorporated therein (in the case of statutes).

10.14 Incorporation of Exhibits and Schedules.

The Exhibits, Schedules and Disclosure Schedule identified in this Agreement are incorporated herein by reference and made a part hereof.

10.15 Further Representations.

Each of the Parties acknowledges and represents that it or he has been represented by its or his own legal counsel in connection with the transactions contemplated by this Agreement, with the opportunity to seek advice as to its or his legal rights from such counsel. Each of the Parties further represents that it or he is being independently advised as to the tax consequences of the transactions contemplated by this Agreement and is not relying on any representation or statements made by the other as to such tax consequences.

10.16 Counterparts and Electronic Signature.

This Agreement may be executed in one or more counterparts and shall be effective when each party hereto shall have executed at least one counterpart hereof and delivered same with its signature affixed hereto to the other parties. It is the intent and agreement of each party hereto that if any signature is not an original, but is a digital, mechanical, or electronic reproduction (such as, without limitation, a photocopy, facsimile, email, PDF, Adobe image, jpeg, telegram, telex, or telecopy), then such signature shall be as enforceable, valid, and binding as, and the legal equivalent to, an authentic and traditional ink-on-paper original wet signature penned manually by its signatory and each party may rely upon such instrument as an original for all purposes. The parties agree that such signatures may be exchanged between themselves and/or their legal counsel and assembled into multiple fully executed copies of this Assignment, each of which being deemed one and the same original for all purposes.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Asset Purchase and Sale Agreement as of the date first above written.

SELLER:

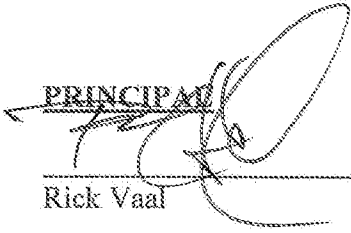
Lov Finish Care, Inc. DBA The Lab Zone

By:  (SEAL)

Name: Rick Vaal

Its: President

PRINCIPAL


Rick Vaal

(SEAL)

[Signature page to Asset Purchase Agreement – Seller]

IN WITNESS WHEREOF, the Parties have executed this Asset Purchase and Sale Agreement as of the date first above written.

BUYER PRINCIPAL:

Russell Buchanan

By: Russell Buchanan (SEAL)
Name: Russell Buchanan

BUYER:

GEORGE K HOOD LEGACY LLC

By: Russell Buchanan (SEAL)
Name: Russell Buchanan
Its: Manager

[Signature page to Asset Purchase Agreement – Buyer]

IN WITNESS WHEREOF, the Parties have executed this Asset Purchase and Sale Agreement as of the date first above written.

SELLER:

Lov Finish Care, Inc. DBA The Lab Zone

By: _____ (SEAL)

Name: Rick Vaal

Its: President

PRINCIPAL

_____ (SEAL)

Rick Vaal

[Signature page to Asset Purchase Agreement – Seller]

IN WITNESS WHEREOF, the Parties have executed this Asset Purchase and Sale Agreement as of the date first above written.

BUYER PRINCIPAL:

Russell Buchanan

By: _____(SEAL)

Name: Russell Buchanan

BUYER:

GEORGE K HOOD LEGACY LLC

By: _____(SEAL)

Name: Russell Buchanan

Its: Manager

[Signature page to Asset Purchase Agreement – Buyer]

EXHIBIT A

**FORM OF BILL OF SALE, ASSIGNMENT
AND ASSUMPTION AGREEMENT**

BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT (this “Agreement”) is made as of December 6, 2019 effective at 12:01 AM (Effective Time), pursuant to that certain Asset Purchase Agreement (the “Asset Purchase Agreement”) of even date herewith, by and among Lov Finish Care, Inc. d/b/a The Lab Zone (the “Seller”), a Florida corporation with its principal place of business in Manatee County, Florida, and Rick Vaal (the “Seller Principal”) and George K Hood Legacy LLC, a Florida limited liability company (the “Purchaser”), and Russell Buchanan (the “Purchaser Principal”). The terms of the Asset Purchase Agreement are incorporated herein by reference and capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement.

WHEREAS, the purpose of this Agreement is for the Seller to sell, transfer, convey and deliver unto Purchaser, its successors and assigns, all of Seller’s right, title, and interest in and to the Assets as defined in the Asset Purchase Agreement, the Assets being owned by the Seller and used in the operation of the Seller’s Business as defined in the Asset Purchase Agreement; and for the Purchaser to purchase the Assets and assume only the Assumed Liabilities as defined in the Asset Purchase Agreement.

NOW, THEREFORE, in consideration of Purchaser’s payment of the Purchase Price and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably assigns, sells, transfers, conveys and delivers to Purchaser, its successors and assigns, free and clear of all liabilities other than Assumed Liabilities, and Purchaser hereby accepts from Seller, all of Seller’s right, title and interest in, to and under all of the Assets, which includes none of the Excluded Assets.

1. Subject to the terms of the Asset Purchase Agreement, Seller and Seller Principal, jointly and severally, represent, warrant, covenant and agree that Seller (i) owns and holds, and is hereby selling, transferring, conveying, assigning, and delivering to Purchaser, good and marketable title to all of the Assets free and clear of all liabilities, other than Assumed Liabilities, all as more particularly set forth in the Asset Purchase Agreement, and (ii) will warrant and defend the title to and the sale of the Assets against all and every person or persons whomsoever claiming against any or all of the same.

2. At any time and from time to time after the date hereof, at Purchaser’s request and without further consideration, Seller shall execute and deliver to Purchaser such other instruments of sale, transfer, conveyance, assignment and confirmation, provide such materials and information and take such other actions as Purchaser may reasonably deem necessary or desirable in order more effectively to transfer, convey and assign to Purchaser, and to confirm Purchaser’s title to, all of the Assets, and, to the full extent permitted by law, to put Purchaser in actual possession and operating control of the Assets and to assist Purchaser in exercising all rights with respect thereto.

3. This Bill of Sale is intended only to document the sale and assignment of the Acquired Assets to Buyer, and that the Asset Purchase Agreement is the exclusive source of the agreement and understanding between Seller and Buyer with respect to the Acquired Assets. Nothing in this Bill of Sale shall limit, expand or otherwise affect any of the representations, warranties or covenants contained in the Asset Purchase Agreement. To the extent any term or provision herein is inconsistent with the Asset Purchase Agreement, the terms and provisions of the Asset Purchase Agreement shall control.

4. No person other than Seller or Purchaser, or their respective successors and assigns, shall have any rights under this Agreement or the provisions contained herein. This Agreement may be executed in one or more counterparts, including electronic in a form like .pdf counterparts, each of which shall be deemed an original but all of which, taken together, shall constitute one and the same instrument. Delivery

of an executed counterpart of this Bill of Sale, Assignment and Assumption via electronic in a form like .pdf transmission shall be equally as effective as delivery of an original executed counterpart. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without regard to the conflict of law principles of any jurisdiction.

(signatures on following page)

IN WITNESS WHEREOF, the parties have executed this Bill of Sale, Assignment and Assumption Agreement effective as of the date first above written.

SELLER:

Lov Finish Care, Inc. d/b/a The Lab Zone

By: _____
Name: Rick Vaal
Title: President

PURCHASER:

George K Hood Legacy LLC

By: _____
Name: Russell Buchanan
Title: Manager

SELLER PRINCIPAL:

By: _____
Name: Rick Vaal, on my own behalf

PURCHASER PRINCIPAL:

By: _____
Name: Russell Buchanan, on my own behalf

[Signature Page to Bill of Sale]

EXHIBIT B

SELLER NOTE, SECURITY AGREEMENT AND GUARANTY

SECURED SUBORDINATED PROMISSORY NOTE

THIS NOTE IS ISSUED UNDER THE TERMS OF THE ASSET PURCHASE AGREEMENT DATED OF EVEN DATE HERewith AMONG PAYOR AND PAYEE AND OTHER PARTIES THERETO (THE "PURCHASE AGREEMENT") AND TERMS OF SUCH PURCHASE AGREEMENT ARE INCORPORATED HEREIN.

\$1,000,000.00

DECEMBER 6, 2019
Manatee County, Florida

FOR VALUE RECEIVED, **George K Hood Legacy LLC** (the "Payor"), promises to pay to the order of **Lov Finish Care, Inc. and Rick Vaal** (collectively, the "Payee"), its designee, successors and/or assigns, the principal amount of ONE MILLION AND NO/100 U.S. DOLLARS (\$1,000,000.00) (the "Principal Amount") and interest in accordance with the terms of this Note as hereafter set forth. This Note is issued pursuant to the provisions of that certain Asset Purchase Agreement with an even date herewith (the "Purchase Agreement") and related documents, by and between the Payor as Purchaser, and the Payee as Seller, whereby Payor purchased substantially all of the assets of Payee as more particularly described in the Purchase Agreement.

1. Payment of Principal and Interest; Due Date. Interest will accrue on the unpaid balance of the Principal Amount at the rate of five and one-half percent (5.5%) per annum. The Principal Amount, accrued interest, and interest shall be amortized over one hundred twenty (120) months, with monthly payments as set forth more fully in the amortization schedule attached hereto as Schedule 1 (the "Payment Installments"), each Payment Installment is payable on the 1st day of each month, beginning with the first payment of interest only due on January 1, 2020, and with a payment of any and all outstanding amounts of principal, interest, penalties or any other amounts due hereunder, due on or before January 1, 2030 (the "Maturity Date").

A LATE FEE OF TWO PERCENT OF THE LATE PAYMENT WILL BE ADDED TO EACH PAYMENT NOT RECEIVED WITHIN TEN (10) DAYS OF THE DUE DATE OR WITHIN SUCH OTHER MINIMUM PERIOD AFTER THE DUE DATE AS PERMITTED BY LAW, PROVIDED ONCE EVERY TWELVE (12) MONTHS, PAYEE WILL ALLOW FIVE (5) DAYS AFTER WRITTEN NOTICE FROM PAYEE (EMAIL BEING SUFFICIENT) FOR PAYOR TO CURE SUCH LATE PAYMENT PRIOR TO THE LATE FEE BEING APPLIED.

2. Payments. Subject to the Bank/SBA (defined below) Subordination agreement, the Payment Installments (or any partial payments thereof) and any other payments on account of this Note, when paid, will be applied first to the payment of all interest then due on the unpaid balance of the Principal Amount, if any, and the balance, if any, will be applied in reduction of the unpaid balance of the Principal Amount.

3. Prepayment. Subject to the Bank/SBA Subordination agreement, Payor may prepay the unpaid balance of the Principal Amount in whole at any time or in part from time to time without premium or penalty. Partial prepayments of this Note will be applied first to accrued and unpaid interest and then to the Principal Amount.

4. Security; Waiver. This Note is given as payment for the purchase of Acquired Assets in accordance with the terms of the Purchase Agreement, and is secured by the following:

(a) A Security Agreement dated as of even date herewith (the "Security Agreement"), and UCC Financing Statements, which are a lien upon the property of the Payor as therein described

and which shall be junior only to the security agreement and UCC financing statements securing the Bank/SBA Loan as defined under the Purchase Agreement; and

(b) The continuing guaranty of Russell Buchanan (the “Guarantors”), the terms of which are set forth in the Unconditional Personal Guaranties of Russell Buchanan, attached hereto as Exhibit A and incorporated herein by reference.

This Note is given for a portion of the purchase price of the Assets of the Payee as provided for in the Purchase Agreement, and, therefore, the Payor acknowledges that no anti-deficiency statute or any other anti-deficiency law or procedure is applicable to this Note and the payment responsibilities hereunder, and the Payor expressly waives any right to assert the anti-deficiency statute and/or any other anti-deficiency law or procedure as a defense to payment of the Principal Amount, interest, late fees, or any other cost, expense or obligation that accrues under the terms of this Note.

5. Agreement to Subordinate. Payee agrees to subordinate this Note and the Security Agreement only to the notes and/or other obligations owed by Payor to Fifth Third Bank (“Bank”) and/or the U.S. Small Business Administration (“SBA”) pursuant to documents between the Payor and Bank as of the date of this Note, their successors and/or assigns issued to Payor for the purpose of financing the acquisition of the Payee’s assets by Payor pursuant to the Purchase Agreement (the “Bank/SBA Loan”), and to the security agreements, UCC financing statements, and other security interests that secure the Bank/SBA Loan, in accordance with the terms of that certain written Subordination Agreement (or stand by, if applicable) between Payee and Bank required as a condition to the closing and funding of the Bank/SBA Loan.

6. Default. The term “Default,” as used herein, means the occurrence of any one or more of the following events:

(a) If Payor fails to make the Payment Installments after ten (10) days of written notice from Payee (email being sufficient) once the Payment Installment becomes due and payable (whether at maturity, a date set or established for payment or prepayment, by acceleration or otherwise). Provided however, Payee may not accelerate the unpaid balance of the Principal Amount that is outstanding together with interest accrued and unpaid thereon and declare it immediately due and payable as provided below in this Section 6 in the event of payment default until Payee provides Payor with written notice of intent to accelerate, and Payor fails to cure the payment default within ten (10) days after written notice of intent to accelerate has been given to Payor. Notwithstanding the foregoing, if Payee has provided written notice of intent to accelerate for payment default a total of two (2) times in any twelve (12) month period, Payee shall thereafter no longer be required or obligated to provide notice of intent to accelerate for payment default, and the maturity of this Note thereafter may be accelerated as provided below in this Section 6;

(b) if Payor or Guarantor shall fail to observe or perform any obligation, covenant or agreement contained or incorporated by reference in this Note (other than that covered by clause (a) above) or the Purchase Agreement for fifteen (15) days (or such longer period of time as may be reasonably necessary to effect such a cure not to exceed 60 days, provided that the Payor is diligently pursuing such a cure) after the earlier of (i) the first day on which Payor or Guarantor has knowledge of such failure; or (ii) written notice thereof has been given to Payor or Guarantor;

(c) If Payor or Guarantor, or any of them, shall commence a voluntary case or other proceeding seeking liquidation, reorganization or other relief with respect to any of them or any of their respective debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar

official of any of their property, or any substantial part of their property, or shall consent to any such relief or to the appointment of or taking possession by any such official in an involuntary case or other proceeding commenced against any of them, or shall make a general assignment for the benefit of creditors, or shall fail generally, or shall admit in writing any of their inability to pay any of their debts as they become due, or shall take any other action to authorize any of the foregoing;

(d) An involuntary case or other proceeding shall be commenced against Payor or Guarantor, or any of them, seeking liquidation, reorganization or other relief with respect to any of their debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of any of their property, or any substantial part of their property, and such involuntary case or other proceeding shall remain un-dismissed and unstayed for a period of sixty (60) days; or an order for relief shall be entered against Payor or Guarantor, or any of them, under the federal bankruptcy laws as now or hereafter in effect;

(e) The dissolution or the final suspension of Payor by the Florida Secretary of State or Florida Department of Revenue, or the death of the individual Guarantor; or

(f) Payor shall be in default of the Bank/SBA Loan beyond any applicable notice and cure period provided with respect to the Bank/SBA Loan; or

(g) Breach by or failure of the Payor to comply with any term, obligation, covenant, or condition contained in the Security Agreement that is not cured within the notice and cure period provided in such agreement.

Upon the occurrence of a Default, the maturity of this Note may be accelerated and the unpaid balance of the Principal Amount then outstanding together with interest accrued and unpaid thereon shall be declared to be immediately due and payable at the option of the Payee or other holder of this Note.

After a Default and during the Default period, this Note shall bear interest at a rate equal to nine percent (9%) per annum (the "**Default Rate**"). Upon Default, the holder of this Note may employ an attorney to enforce the holder's rights and remedies (being the same rights and remedies of Payee in the event the holder is some person or entity other than Payee) and the Payor, principal, surety, guarantors (including the Guarantors) and endorsers of this Note hereby agree to pay to the holder reasonable attorney's fees, plus all other reasonable expenses incurred by the holder in exercising any of the holder's rights and remedies upon default. The rights and remedies of the Payee and any holder as provided in this Note and any instrument securing this Note shall be cumulative and may be pursued singly, successively, or together against the property described in the Purchase Agreement, the Security Agreement, or any other funds, property or security held by the holder for payment or security, in the sole discretion of the holder. The failure to exercise any such right or remedy shall not be a waiver or release of such rights or remedies or the right to exercise any of them at another time.

7. Non-Assignable by Payor; Due on Sale. This Note and the obligations of the Payor hereunder are not assignable by the Payor. In addition to the Payee's right to accelerate in the event of Default as provided in Section 6, the maturity of this Note may be accelerated and the unpaid balance of the Principal Amount then outstanding together with interest and/or late fees accrued and unpaid thereon shall be declared to be immediately due and payable at the option of the Payee or other holder of this Note upon the occurrence of any of the following events: the sale or transfer of substantially all of the business assets or a majority of the equity ownership interest or merger of the Payor.

8. Assignment by Payee. This Note is non-assignable and non-transferable during the first 36 months immediately following the date hereof, provided however, Payee may assign this Note to an affiliate of Seller at any time. Thereafter, this Note, all rights to receive payment under the terms of this Note, and all right, title and interest of Payee under this Note is and are assignable by Payee except as restricted by the securities laws. Payee will provide Payor with written notice of the assignment of this Note to the Note Assignee. Payor hereby consents to the assignment of this Note to the Note Assignee, and hereby waives any right to object and any objection to the same. Upon any assignment of this Note by Payee, its successors and/or assigns, the term "Payee" as used in this Note will include all such successors and/or assigns.

9. Address and Method for Payments. All payments of the unpaid balance of the Principal Amount and interest thereon shall be paid in lawful money of the United States of America to the Payee by personal and/or certified check or wire transfer at:

Bank Name:
Bank ABA#:
Account Name:
Account Number:
City, State:

Or such other address as is communicated in writing to the Payor by Payee or its assigns prior to the due date of the first Payment Installment, or at such other place or places as the Payee, and/or any other holder of this Note may at any time or from time to time designate in writing to the Payor.

10. Remedies Cumulative. Each right, power and remedy of the Payee as provided for in this Note or now or hereafter existing at law or in equity or by statute or otherwise shall be cumulative and concurrent and shall be in addition to every other right, power, or remedy provided for in this Note or now or hereafter existing at law or in equity or by statute or otherwise, and the exercise or beginning of the exercise by the Payee of any one or more of such rights, powers, or remedies shall not preclude the simultaneous or later exercise by the Payee of any or all such other rights, powers, or remedies. No failure or delay by the Payee to insist upon the strict performance of any term, condition, covenant, or agreement of this Note, or to exercise any right, power, or remedy consequent upon a breach thereof, shall constitute a waiver of any such term, condition, covenant, or agreement or of any such breach, or preclude the Payee from exercising any such right, power, or remedy at any later time or times. By accepting payment after the due date of any amount payable under this Note, the Payee shall not be deemed to waive the right either to require prompt payment when due of all other amounts payable under this Note or to declare an event of default for failure to effect such prompt payment of any such other amount.

11. Governing Law; Venue. This Note shall be governed by and construed under the laws of the State of Florida. The exclusive venue for any litigation or arbitration related hereto shall occur in Manatee County, Florida.

12. Waivers, Etc. All parties to this Note, including endorsers, sureties and guarantors (including the Guarantor) hereby waive presentment for payment, demand, protest, notice of non-payment or dishonor, and of protest, and any and all other notices and demands whatsoever and agree to remain bound hereunder until the interest and Principal Amount are paid in full notwithstanding any (a) release, surrender, waiver, addition, substitution, exchange, compromise, modification of or to or indulgence granted with respect to this Note or all or any part of any collateral or security for this Note; (b) extension or extensions of time for payment which may be granted, even though the period of extension may be indefinite; and (c) inaction by, or failure to assert any legal right available to the holder of this Note.

13. Right of Offset. The Payor shall have the right of offset against the Principal Amount or the Payment Installments, as applicable, due under this Note as set forth in the Section 5.6 of the Asset Purchase Agreement.

14. WAIVER OF JURY TRIAL. THE PARTIES IRREVOCABLY WAIVE ANY AND ALL RIGHTS THE PARTIES MAY HAVE TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR CLAIM OF ANY NATURE RELATING TO THIS NOTE, ANY DOCUMENTS EXECUTED IN CONNECTION WITH THIS NOTE OR ANY TRANSACTION CONTEMPLATED IN ANY OF SUCH DOCUMENTS. THE PARTIES ACKNOWLEDGE THAT THE FOREGOING WAIVER IS KNOWING AND VOLUNTARY.

15. Counterparts; Facsimile or .pdf Signatures. This agreement may be executed in any number of counterparts, each of which when so executed and delivered will be deemed an original, and all of which together shall constitute one and the same agreement. This agreement may be executed and delivered by facsimile or by .pdf file and upon such delivery the facsimile or .pdf signature will be deemed to have the same effect as if the original signature had been delivered to the other party.

(signatures on next page)

IN WITNESS WHEREOF, the Payor has executed this Secured Subordinated Promissory Note under seal, the day and year first above written.

PAYOR:

George K Hood Legacy LLC

By: _____
Name: Russell Buchanan
Title:

Lov Finish Care, Inc. dba The Lab Zone

By: _____
Name: Rick Vaal
Title: President

RICK VAAL, on my own behalf

Name: Rick Vaal

[Signature Page to Secured Subordinated Promissory Note]

SCHEDULE 1
Amortization Schedule

Interest Only Payment: \$4,583.33
Principal & Interest Payment: \$12,899.32 (Starting Feb 2022)
Over 120 Payments: \$1,348,334.90
Total Interest: \$348,334.90
Pay-off Date: January 2030

<u>Month</u>	<u>Principal</u>	<u>Interest</u>	<u>Total Paid</u>
Feb 2020	\$0.00	\$4,583.33	\$4,583.33
Mar 2020	\$0.00	\$4,583.33	\$4,583.33
Apr 2020	\$0.00	\$4,583.33	\$4,583.33
May 2020	\$0.00	\$4,583.33	\$4,583.33
Jun 2020	\$0.00	\$4,583.33	\$4,583.33
Jul 2020	\$0.00	\$4,583.33	\$4,583.33
Aug 2020	\$0.00	\$4,583.33	\$4,583.33
Sep 2020	\$0.00	\$4,583.33	\$4,583.33
Oct 2020	\$0.00	\$4,583.33	\$4,583.33
Nov 2020	\$0.00	\$4,583.33	\$4,583.33
Dec 2020	\$0.00	\$4,583.33	\$4,583.33
Jan 2021	\$0.00	\$4,583.33	\$4,583.33
Feb 2021	\$0.00	\$4,583.33	\$4,583.33
Mar 2021	\$0.00	\$4,583.33	\$4,583.33
Apr 2021	\$0.00	\$4,583.33	\$4,583.33
May 2021	\$0.00	\$4,583.33	\$4,583.33
Jun 2021	\$0.00	\$4,583.33	\$4,583.33

Jul 2021	\$0.00	\$4,583.33	\$4,583.33
Aug 2021	\$0.00	\$4,583.33	\$4,583.33
Sep 2021	\$0.00	\$4,583.33	\$4,583.33
Oct 2021	\$0.00	\$4,583.33	\$4,583.33
Nov 2021	\$0.00	\$4,583.33	\$4,583.33
Dec 2021	\$0.00	\$4,583.33	\$4,583.33
Jan 2022	\$0.00	\$4,583.33	\$4,583.33
Feb 2022	\$8,315.99	\$4,583.33	\$12,899.32
Mar 2022	\$8,354.10	\$4,545.22	\$12,899.32
Apr 2022	\$8,392.39	\$4,506.93	\$12,899.32
May 2022	\$8,430.86	\$4,468.46	\$12,899.32
Jun 2022	\$8,469.50	\$4,429.82	\$12,899.32
Jul 2022	\$8,508.32	\$4,391.00	\$12,899.32
Aug 2022	\$8,547.31	\$4,352.01	\$12,899.32
Sep 2022	\$8,586.49	\$4,312.83	\$12,899.32
Oct 2022	\$8,625.84	\$4,273.48	\$12,899.32
Nov 2022	\$8,665.38	\$4,233.94	\$12,899.32
Dec 2022	\$8,705.09	\$4,194.23	\$12,899.32
Jan 2023	\$8,744.99	\$4,154.33	\$12,899.32
Feb 2023	\$8,785.07	\$4,114.25	\$12,899.32
Mar 2023	\$8,825.34	\$4,073.98	\$12,899.32
Apr 2023	\$8,865.79	\$4,033.53	\$12,899.32
May 2023	\$8,906.42	\$3,992.90	\$12,899.32
Jun 2023	\$8,947.24	\$3,952.08	\$12,899.32
Jul 2023	\$8,988.25	\$3,911.07	\$12,899.32

Aug 2023	\$9,029.45	\$3,869.87	\$12,899.32
Sep 2023	\$9,070.83	\$3,828.49	\$12,899.32
Oct 2023	\$9,112.41	\$3,786.91	\$12,899.32
Nov 2023	\$9,154.17	\$3,745.15	\$12,899.32
Dec 2023	\$9,196.13	\$3,703.19	\$12,899.32
Jan 2024	\$9,238.28	\$3,661.04	\$12,899.32
Feb 2024	\$9,280.62	\$3,618.70	\$12,899.32
Mar 2024	\$9,323.16	\$3,576.16	\$12,899.32
Apr 2024	\$9,365.89	\$3,533.43	\$12,899.32
May 2024	\$9,408.82	\$3,490.50	\$12,899.32
Jun 2024	\$9,451.94	\$3,447.38	\$12,899.32
Jul 2024	\$9,495.26	\$3,404.06	\$12,899.32
Aug 2024	\$9,538.78	\$3,360.54	\$12,899.32
Sep 2024	\$9,582.50	\$3,316.82	\$12,899.32
Oct 2024	\$9,626.42	\$3,272.90	\$12,899.32
Nov 2024	\$9,670.54	\$3,228.78	\$12,899.32
Dec 2024	\$9,714.86	\$3,184.46	\$12,899.32
Jan 2025	\$9,759.39	\$3,139.93	\$12,899.32
Feb 2025	\$9,804.12	\$3,095.20	\$12,899.32
Mar 2025	\$9,849.06	\$3,050.26	\$12,899.32
Apr 2025	\$9,894.20	\$3,005.12	\$12,899.32
May 2025	\$9,939.55	\$2,959.77	\$12,899.32
Jun 2025	\$9,985.10	\$2,914.22	\$12,899.32
Jul 2025	\$10,030.87	\$2,868.45	\$12,899.32
Aug 2025	\$10,076.84	\$2,822.48	\$12,899.32

Sep 2025	\$10,123.03	\$2,776.29	\$12,899.32
Oct 2025	\$10,169.43	\$2,729.89	\$12,899.32
Nov 2025	\$10,216.04	\$2,683.28	\$12,899.32
Dec 2025	\$10,262.86	\$2,636.46	\$12,899.32
Jan 2026	\$10,309.90	\$2,589.42	\$12,899.32
Feb 2026	\$10,357.15	\$2,542.17	\$12,899.32
Mar 2026	\$10,404.62	\$2,494.70	\$12,899.32
Apr 2026	\$10,452.31	\$2,447.01	\$12,899.32
May 2026	\$10,500.21	\$2,399.11	\$12,899.32
Jun 2026	\$10,548.34	\$2,350.98	\$12,899.32
Jul 2026	\$10,596.69	\$2,302.63	\$12,899.32
Aug 2026	\$10,645.26	\$2,254.06	\$12,899.32
Sep 2026	\$10,694.05	\$2,205.27	\$12,899.32
Oct 2026	\$10,743.06	\$2,156.26	\$12,899.32
Nov 2026	\$10,792.30	\$2,107.02	\$12,899.32
Dec 2026	\$10,841.76	\$2,057.56	\$12,899.32
Jan 2027	\$10,891.46	\$2,007.86	\$12,899.32
Feb 2027	\$10,941.38	\$1,957.94	\$12,899.32
Mar 2027	\$10,991.52	\$1,907.80	\$12,899.32
Apr 2027	\$11,041.90	\$1,857.42	\$12,899.32
May 2027	\$11,092.51	\$1,806.81	\$12,899.32
Jun 2027	\$11,143.35	\$1,755.97	\$12,899.32
Jul 2027	\$11,194.42	\$1,704.90	\$12,899.32
Aug 2027	\$11,245.73	\$1,653.59	\$12,899.32
Sep 2027	\$11,297.27	\$1,602.05	\$12,899.32

Oct 2027	\$11,349.05	\$1,550.27	\$12,899.32
Nov 2027	\$11,401.07	\$1,498.25	\$12,899.32
Dec 2027	\$11,453.33	\$1,445.99	\$12,899.32
Jan 2028	\$11,505.82	\$1,393.50	\$12,899.32
Feb 2028	\$11,558.55	\$1,340.77	\$12,899.32
Mar 2028	\$11,611.53	\$1,287.79	\$12,899.32
Apr 2028	\$11,664.75	\$1,234.57	\$12,899.32
May 2028	\$11,718.21	\$1,181.11	\$12,899.32
Jun 2028	\$11,771.92	\$1,127.40	\$12,899.32
Jul 2028	\$11,825.88	\$1,073.44	\$12,899.32
Aug 2028	\$11,880.08	\$1,019.24	\$12,899.32
Sep 2028	\$11,934.53	\$964.79	\$12,899.32
Oct 2028	\$11,989.23	\$910.09	\$12,899.32
Nov 2028	\$12,044.18	\$855.14	\$12,899.32
Dec 2028	\$12,099.38	\$799.94	\$12,899.32
Jan 2029	\$12,154.84	\$744.48	\$12,899.32
Feb 2029	\$12,210.55	\$688.77	\$12,899.32
Mar 2029	\$12,266.51	\$632.81	\$12,899.32
Apr 2029	\$12,322.73	\$576.59	\$12,899.32
May 2029	\$12,379.21	\$520.11	\$12,899.32
Jun 2029	\$12,435.95	\$463.37	\$12,899.32
Jul 2029	\$12,492.95	\$406.37	\$12,899.32
Aug 2029	\$12,550.21	\$349.11	\$12,899.32
Sep 2029	\$12,607.73	\$291.59	\$12,899.32
Oct 2029	\$12,665.52	\$233.80	\$12,899.32

Nov 2029	\$12,723.57	\$175.75	\$12,899.32
Dec 2029	\$12,781.88	\$117.44	\$12,899.32
Jan 2030	\$12,840.73	\$58.85	\$12,899.58
<u>Totals</u>	<u>\$1,000,000.00</u>	<u>\$348,334.90</u>	<u>\$1,348,334.90</u>

Exhibit A
Russell Buchanan Guaranty

SECURITY AGREEMENT

THIS SECURITY AGREEMENT is made effective as of December 6, 2019, by and between George K Hood Legacy LLC, a Florida limited liability company (the "Debtor"), and Lov Finish Care, Inc., a Florida corporation and Rick Vaal (together, the "Secured Party").

Background Statement

Debtor and Secured Party entered into an Asset Purchase Agreement executed contemporaneously herewith (the "Purchase Agreement"), whereby Secured Party agreed to sell to Debtor and Debtor agreed to purchase from Secured Party substantially all of the assets used in connection with the operation of Secured Party's business as defined and described in the Purchase Agreement operated from its principal office address located at 6114 33rd Street, East Bradenton, Florida 34203. The closing date of the Purchase Agreement was an even date herewith.

As part of the consideration for the Purchase Agreement, the Debtor executed and delivered to Secured Party a Promissory Note made payable by Debtor to Secured Party in the original principal amount of ONE MILLION AND NO/100 US DOLLARS (\$1,000,000.00 (the "Note") with payments as described in the Note.

This Security Agreement is entered into to grant a security interest in the collateral described herein to Secured Party in accordance with its rights to payment under the Note to provide security for the payment of the Note by the Debtor.

It is understood and consented to by the Secured Party that the primary funding for the consideration paid by the Debtor to Secured Party pursuant to the Purchase Agreement and for business operations after closing will be provided by a guaranteed note, notes, or other acquisition indebtedness (the "Senior Lender Obligations") from Fifth Third Bank ("Senior Lender"). It is intended by the Debtor and the Secured Party that the security interest created hereby be at all times subordinate and junior only to any and all security interests in the Collateral described herein granted under the terms, conditions and provisions of the Senior Lender Obligations and the Senior Lender Subordination Agreement executed simultaneously herewith.

Statement of Agreement

In consideration of the premises, covenants, and agreements herein contained, the legal sufficiency and adequacy of which is expressly acknowledged, the parties hereto agree as follows:

1. **Grant of Security Interest; Obligations Secured.** Debtor, in consideration of the Purchase Agreement and other indebtedness described in this Agreement, for value received, and for other good and valuable consideration, including, without limitation, Secured Party's agreement to enter into the Note, hereby grants, conveys, and assigns to Secured Party for security all of Debtor's existing and future right, title and interest in, to and under the property listed in Section 2 of this Agreement (the "Collateral"). This Agreement secures the payment and performance of: (a) All obligations under the Promissory Note, including all costs and expenses (including reasonable attorney's fees), incurred by Secured Party in the disbursement, administration and collection of the loan and obligations evidenced by the Promissory Note; (b) all costs and expenses (including reasonable attorney's fees), incurred by Secured Party in the protection, maintenance and enforcement of the security interest hereby granted; (c) all obligations of the Debtor in any other agreement relating to the Promissory Note; (d) the payment of all amounts and sums, with interest thereon, advanced under the terms of this Agreement; (e) the performance of the agreements and warranties

of Debtor contained in this Agreement and in the Note; and (f) any modifications, renewals, refinancings, or extensions of the foregoing obligations. The Promissory Note and all other obligations secured hereby are collectively called the "Obligations."

2. **Collateral**. The Collateral in which this security interest is granted is:

All property of the Debtor, wherever located, including, without limitation, the Assets conveyed pursuant to the Purchase Agreement, all present and future right, title and interest in and to any and all other personal property and fixtures of the Debtor, whether such property is now existing or hereafter created, acquired or arising and wherever located from time to time, including without limitation, the following categories of property as defined in the Revised Article 9 of the Uniform Commercial Code (the "UCC"): goods (including inventory, equipment, fixtures, farm products and any accessions thereto), instruments (including promissory notes), documents, accounts, chattel paper (whether tangible or electronic), deposit accounts, letter-of-credit rights (whether or not the letter of credit is evidenced by a writing), commercial tort claims, securities and all other investment property, general intangibles (including payment intangibles and software), all supporting obligations and all proceeds, products, additions, accessions, substitutions and replacements of the foregoing property.

Any term used herein which is defined in the UCC shall have the meaning set forth in the UCC, and if the meaning is modified by an amendment, modification or revision to the UCC, such modified definition will apply automatically as of the date of such amendment, modification or revision to the UCC. This Agreement covers, and is intended to cover, all personal property of Debtor.

3. **Covenants of Debtor**. The Debtor agrees and covenants as follows:

(a) **Payment of Principal and Interest**. The Debtor shall promptly pay all Obligations when due, including, without limitation, the principal of and interest on the indebtedness evidenced by the Note, any prepayment, late charges provided in the Note and all other amounts due under the Note, and all other sums secured by this Agreement and the Note.

(b) **Existence**. The Debtor is a limited liability company duly organized and existing under the laws of the State of Florida and is duly qualified and authorized to conduct business in Florida and in every other state in which it is doing business.

(c) **Authority**. The execution, delivery, and performance of this Agreement, the Note, and the execution and payment of the Note are within Debtor's corporate powers, have been duly authorized, and are not in contravention of law or of any indenture, agreement, or undertaking to which the Debtor is a party or by which it is bound.

(d) **Ownership of Collateral**. Except for interests held by the Senior Lender pursuant to the Senior Lender Obligations, the Debtor is the sole owner of the Collateral, other than purchase money security interests in assets acquired with third party financing, and will defend the Collateral against the claims and demands of all other persons at any time claiming the same or any interest therein.

(e) **Sale or Removal of Collateral Prohibited**. Except for the sale of inventory in the ordinary course of Debtor's business, and the incidental disposition in the ordinary course of the Debtor's business of equipment no longer used or useful in the Debtor's business, the Debtor shall not remove the Collateral from its premises or sell, lease, encumber, pledge, mortgage, assign, grant a security interest in, or otherwise transfer the Collateral without the advance written consent of the Secured Party, unless the Note and all other Obligations are paid in full at the closing of any such transaction. Provided, however, that the Debtor may move the Collateral from its premises incidental to a relocation of its place of business, provided that

the Debtor continues in the active conduct of its business, upon thirty (30) days' advance written notice to the Secured Party.

4. **Perfection of Security Interest.** Subject to the Senior Lender Subordination Agreement, the Debtor agrees to authorize the filing of financing statements, in a manner acceptable to Senior Lender, and shall take such further actions and execute such additional documents as the Secured Party reasonably requests at Debtor's expense, under the Uniform Commercial Code as applicable in the State of Florida or such other state where the Collateral is or may be located, to perfect and continue the Secured Party's interest in the Collateral, all at the Debtor's expense.

5. **Taxes and Assessments.** The Debtor will pay or cause to be paid promptly when due all taxes and assessments on the Collateral. The Debtor may, however, withhold payment of any tax assessment or claim if a good faith dispute exists as to the obligation to pay.

6. **[Intentionally Omitted].**

7. **Application of Payments.** Unless applicable law provides otherwise, all payments received by the Secured Party from the Debtor under the Note, this Agreement, and the Note shall be applied by the Secured Party in the following order of priority: (i) prepayment penalties and/or premiums due and payable on the Note in the manner provided therein; (ii) interest and/or late fees payable on the Note in the manner provided therein; (iii) principal of the Note in the manner provided therein; (iv) payments due and payable under the Obligations in addition to the Note secured hereby; and (v) any other sums secured by this Agreement and the Note in such order as the Secured Party, at the Secured Party's option, may determine.

8. **[Intentionally Omitted].**

9. **Inspection.** With at least 24 hour advanced written notice, the Secured Party may make or cause to be made reasonable entries upon and inspections of the Debtor's premises to inspect the Collateral (i) no more than once annually and (ii) if Secured Party reasonably determines in good faith that Debtor may be in default of the Note, Obligations of this Agreement or Secured Party deems itself to be generally insecure, all during Debtor's normal business hours and in a manner to minimize disruption to Debtor's business.

10. **Debtor and Lien Not Released.** From time to time, the Secured Party may, at the Secured Party's option, without giving notice to or obtaining the consent of the Debtor, the Debtor's successors or assigns or of any other lienholder or guarantors, without liability on the Secured Party's part, and notwithstanding the Debtor's breach of any covenant or agreement of the Debtor in this Agreement and the Note, extend the time for payment of the Note and other Obligations secured hereby, or any part thereof, reduce the payments thereon, release anyone liable on any of the Obligations, accept a renewal Note therefor, modify the terms and the time of payment of any of the Obligations, release from the lien of this Agreement any part of the Collateral, take or release other or additional security, re-convey any part of the Collateral, join in any extension or subordination agreement, and agree in writing with the Debtor to modify the rate of interest or period of amortization of the Note, or change the amount of any installments payable thereunder. Any actions taken by the Secured Party pursuant to the terms of this Section shall be within the Secured Party's option and shall not affect the obligation of the Debtor or the Debtor's successors or assigns to pay the Obligations secured by this Agreement and the Note and to observe the covenants of the Debtor contained herein, shall not affect the guaranty of any person, corporation, LLC, partnership, or other entity for payment of the Obligations secured hereby, and shall not affect the lien or priority of lien hereof on the Collateral. The Debtor shall pay the Secured Party a reasonable service charge, together with such reasonable attorneys' fees as may be incurred at the Secured Party's option for any such action if taken at

the Debtor's request.

11. **Forbearance by Secured Party Not a Waiver.** Any forbearance by the Secured Party in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any right or remedy. The acceptance by the Secured Party of payment of any sum secured by this Agreement and the Note after the due date of such payment shall not be a waiver of the Secured Party's right to either require prompt payment when due of all other sums so secured or to declare a default for failure to make prompt payment. The procurement of insurance or the payment of taxes, rents or other liens or charges by the Secured Party shall not be a waiver of the Secured Party's right to accelerate the maturity of the indebtedness secured by this Agreement, nor shall the Secured Party's receipt of any awards, proceeds or damages as provided in this Agreement operate to cure or waive the Debtor's default in payment of sums secured by this Agreement.

12. **Uniform Commercial Code Security Agreement.** This Agreement is intended to be a security agreement pursuant to the Uniform Commercial Code for any of the items specified above as part of the Collateral, which under applicable law, may be subject to a security interest pursuant to the Uniform Commercial Code, and the Debtor hereby grants the Secured Party a security interest in said items. In addition, the Debtor agrees to execute and deliver to the Secured Party, upon the Secured Party's request, any financing statements, as well as extensions, renewals and amendments thereof, and reproductions of this Agreement in such form as the Secured Party may require to perfect a security interest with respect to said items. The Debtor shall pay all costs of filing such financing statements and any extensions, renewals, amendments, and releases thereof. Upon the occurrence of an event of default, the Secured Party shall have the remedies of a secured party under the Uniform Commercial Code and, at the Secured Party's option, may also invoke the other remedies provided in this Agreement and the Note as to such items. In exercising any of said remedies, the Secured Party may proceed against the items of real property and any items of personal property specified above as part of the Collateral separately or together and in any order whatsoever, without in any way affecting the availability of the Secured Party's remedies under the Uniform Commercial Code or of the other remedies provided in this Agreement and the Note.

13. **Events of Default.** The Debtor shall be in default under this Agreement when any of the following events or conditions occurs:

- (a) The Debtor shall be in default under the Note beyond any applicable notice and cure period.
- (b) The Debtor shall default in the payment or performance of any of the other Obligations secured by this Agreement.
- (c) The Debtor shall be in default under the Senior Lender Obligations.
- (d) The Debtor shall be in default of or fail to comply with any material term, obligation, covenant, or condition contained in this Agreement and the Debtor shall fail to cure such default within ten (10) days after receipt of written notice of default from the Secured Party, or the Debtor shall fail to comply within ten (10) days after receipt of a written notice to comply from the Secured Party.
- (e) Any levy, seizure, attachment, lien, or encumbrance of or on the Collateral which is not discharged by the Debtor within ten (10) days, or any sale, transfer, or disposition of any interest in the Collateral, other than in the ordinary course of business, without the written consent of the Secured Party.
- (f) Another secured party or judgment creditor exercises its rights against the Collateral.

14. **Rights of Secured Party.**

(a) Upon default beyond any applicable notice and cure period, the Secured Party may acquire the Collateral as permitted by Florida law or require the Debtor to assemble the Collateral and make it available to the Secured Party at the place to be designated by the Secured Party which is reasonably convenient to both parties. The Secured Party may sell all or any part of the Collateral as a whole or in parcels either by public auction, private sale, or other method of disposition. The Secured Party may bid at any public sale on all or any portion of the Collateral. Unless the Collateral is perishable or threatens to decline speedily in value or is of the type customarily sold on a recognized market, the Secured Party shall give the Debtor reasonable notice of the time and place of any public sale or of the time after which any private sale or other disposition of the Collateral is to be made, and notice given at least ten (10) days before the time of the sale or other disposition shall be conclusively presumed to be reasonable. A public sale in the following fashion shall be conclusively presumed to be reasonable: (i) notice shall be given at least 10 days before the date of sale by publication once in a newspaper of general circulation published in the county in which the sale is to be held; (ii) the sale shall be held in a county in which the Collateral or any part is located or in a county in which the Debtor has a place of business; (iii) payment shall be in cash or by certified check immediately following the close of the sale; (iv) the sale shall be by auction, but it need not be by a professional auctioneer; and (v) the Collateral may be sold as is and without any preparation for sale.

(b) Notwithstanding any provision of this Agreement, the Secured Party shall be under no obligation to offer to sell the Collateral. In the event the Secured Party offers to sell the Collateral, the Secured Party will be under no obligation to consummate a sale of the Collateral if, in its reasonable business judgment, none of the offers received by it reasonably approximates the fair value of the Collateral.

(c) In the event the Secured Party elects not to sell the Collateral, the Secured Party may elect to follow the procedures set forth in the Uniform Commercial Code as applicable in the State of Florida or as set forth elsewhere in the Florida General Statutes for retaining the Collateral in satisfaction of the Debtor's obligation, subject to the Debtor's rights under such procedures.

(d) In addition to the rights under this Agreement and the Note, in the event of a default by the Debtor, the Secured Party shall be entitled to the appointment of a receiver for the Collateral as a matter of right whether or not the apparent value of the Collateral exceeds the outstanding principal amount of the Note and the other Obligations secured hereby, and any receiver appointed may serve without bond. Employment by the Secured Party shall not disqualify a person from serving as receiver.

(e) Subordinate to the Senior Lender Obligation, the Secured Party may, at its option, declare the entire balance of the Agreement to be immediately due and payable upon the creation of, or contract for creation of, any lien or encumbrance other than Senior Lender Obligation, or transfer or sale for additional debt of all or any part of the Collateral, subject to applicable federal laws.

15. **Waiver of Marshaling.** Notwithstanding the existence of any other security interest in the Collateral held by the Secured Party or by any other party, the Secured Party shall have the right to determine the order in which any or all of the Collateral shall be subjected to the remedies provided by this Agreement and the Note. The Secured Party shall have the right to determine the order in which any or all portions of the indebtedness secured by this Agreement are satisfied from the proceeds realized upon the exercise of the remedies provided in this Agreement and the Note. The Debtor, any party who consents to this Agreement, and any party who now or hereafter acquires a security interest in the Collateral and who has actual or constructive notice of this Agreement, hereby waives any and all right to require the marshaling of assets in connection with the exercise of any of the remedies permitted by applicable law or

by this Agreement and the Note.

16. **Provisions of Agreement.** The Debtor agrees to comply with the covenants and conditions of this Agreement and the Note secured hereby, which are hereby incorporated by reference in and made a part of this Agreement. All sums disbursed by the Secured Party to protect the security of this Agreement and the Note up to the principal amount plus accrued interest thereon of the Note shall be treated as disbursements pursuant to such Agreements. All such sums shall bear interest from the date of disbursement at the rate stated in the Note, unless collection from the Debtor of interest at such rate would be contrary to applicable law in which event such amount shall bear interest at the highest rate which may be collected from the Debtor under applicable law. In case of a material breach by the Debtor of the covenants and conditions of the Agreement, the Secured Party at the Secured Party's option (i) may invoke any of the rights or remedies provided in the Agreement, (ii) may accelerate the sums secured by this Agreement and invoke the remedies provided in this Agreement or, (iii) may do both.

17. **Termination.** This Agreement shall terminate immediately upon payment in full and satisfaction of the Note and the other Obligations secured hereby, the Collateral shall be released of all liens in favor of Secured Party, and the Secured Party will execute and/or file UCC termination statements and such other documents as necessary to terminate such liens upon the public records.

18. **Remedies Cumulative.** Each remedy provided in this Agreement and the Note is distinct and cumulative to all other rights or remedies under this Agreement and the Note or afforded by law or equity, and may be exercised concurrently, independently, or successively, in any order whatsoever.

19. **Notices.** All necessary notices, demands and requests required or permitted to be given under the provisions of this Agreement shall be deemed duly given if sent by registered mail, postage prepaid, or overnight courier addressed as follows:

If to the Debtor:

George K Hood Legacy LLC
Att: Russell Buchanan
430 62nd St.
Holmes Beach, FL 34217
Email: wrbuchan@gmail.com

If to the Secured Party:

Rick Vaal
6534 Lincoln Rd.,
Bradenton Florida 34203
Email: vaalrick@gmail.com

Any party may change its address above by giving a notice to the other party, which shall be deemed duly given if sent by registered mail, postage prepaid, or overnight courier.

20. **Entire Agreement.** This Agreement, together with the incorporated documents, Schedules and Exhibits attached hereto, contains all of the terms agreed upon with respect to the subject matter hereof, supersedes and replaces any prior understandings and agreements by and among the parties respecting the subject matter of this Agreement and may be modified or amended only by a written agreement executed by all the parties hereto.

21. **Computation of Time.** In computing any period of time pursuant to this Agreement, the day of the act, event or default from which the designated period of time begins to run shall be included, unless it is a Saturday, Sunday or a legal holiday, in which event the period shall run until the end of the next day thereafter which is not a Saturday, Sunday or legal holiday.

22. **Titles and Captions.** All article, section and paragraph titles or captions contained in this Agreement are for convenience only and shall not be deemed part of the context nor affect the interpretation of this Agreement.

23. **Governing Law.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Florida.

24. **Waiver.** Failure of either party at any time to require performance of any provision of this Agreement shall not limit the party's right to enforce the provision, nor shall any waiver of any breach of any provision be a waiver of any succeeding breach of any provision or a waiver of the provision itself for any other provision.

25. **Benefit; Assignment.** This Agreement shall be binding upon and shall inure to the benefit of the parties, their successors and permitted assigns. Neither party may transfer or assign this Agreement without prior written consent of the other party.

26. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered will be deemed an original, and all of which together shall constitute one and the same agreement. This Agreement may be executed and delivered by facsimile or by .pdf file and upon such delivery the facsimile or .pdf signature will be deemed to have the same effect as if the original signature had been delivered to the other party.

27. **Use of Collateral.** So long as there is no default in the performance of any of the terms, provisions and conditions of this Agreement, the Debtor shall be entitled to retain and use the Collateral in the ordinary course of business.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the Debtor and Secured Party have each executed this Agreement with the proper authority of their managers as of the day and year first above written.

DEBTOR:

George K Hood Legacy LLC, a Florida limited liability company

By: _____(Seal)

Name: Russell Buchanan

Title: Manager

SECURED PARTY:

Lov Finish Care, Inc., a Florida corporation

By: _____(Seal)

Name: Rick Vaal

Title: President

[Signature Page to Security Agreement]

UNCONDITIONAL PERSONAL GUARANTY

THIS UNCONDITIONAL PERSONAL GUARANTY (this "Guaranty") is made effective and delivered on December 6, 2019 by Russell Buchanan, (the "Guarantor") in favor of Lov Finish Care, Inc. and Rick Vaal (collectively the "Sellers").

WHEREAS, pursuant to that certain Asset Purchase Agreement of even date herewith by and among Sellers and George K Hood Legacy LLC ("Borrower"), Sellers has agreed to make certain financial accommodations (the "Note") available to Borrower pursuant to terms and conditions thereof; and

WHEREAS, in order to induce the Sellers to enter into the Note and the other loan documents, Guarantor (other than a Borrower) has agreed to personally guaranty the obligations of Borrower (the "Guaranteed Obligations"); and

NOW, THEREFORE, for and in consideration of the recitals made above and other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, on the terms and subject to the limitations set forth herein, the parties agree as follows:

ARTICLE I GUARANTY

Section 1.1 Guaranty.

(a) Guarantor hereby irrevocably, absolutely, personally, jointly and severally, and unconditionally guarantee to Sellers and its assigns, the payment in full, as and when payments are due, of the principal and interest, costs, fees and expenses due under that certain Note of even date herewith in the original principal amount of ONE MILLION AND NO/100 US DOLLARS (\$1,000,000.00) issued by George K Hood Legacy LLC ("Maker") to Sellers and all other fees, costs, expenses, or other monies (including reasonable attorneys' fees) payable under the Note. For purposes of this Guaranty, payments under the Note shall be due as and when described therein.

(b) The Guarantor agrees that this Guaranty (a) constitutes a guarantee of payment; (b) constitutes the primary and direct obligation of the Guarantor; (c) may be enforced by the Sellers after an event of default under the Note without first making any effort to enforce or collect the debt guaranteed hereby against the Maker or any successor thereto or any other guarantor and without first filing suit or proceeding to obtain or assert a claim for judgment against the Maker or any successor thereto or any other guarantor; and (d) may be enforced after an event of default under the Note by the Sellers without first resorting to or exhausting any other security or collateral and without first having recourse to the Note or any documents securing payment of the Note; provided, however, that nothing herein shall prevent the Sellers from suing on the Note with or without making the Guarantor a party or parties to the suit or from exercising any of the rights under any documents securing payment of the Note.

(c) This Guaranty is a continuing guaranty of the obligations owing under the Note, independent of and in addition to any other guaranty, endorsement, surety agreement, collateral, or other agreement held by the Sellers for the Note or any part thereof, whether executed or granted by the Guarantor or otherwise. The liability of the Guarantor hereunder shall be absolute and unconditional irrespective of, and the Guarantor waive any defense which may otherwise arise as a result of, any of the following: (i) any lack of validity or enforceability of the Note or any other document, agreement, or writing creating or evidencing any of the obligations owing under the Note, including, without limitation, the lack of validity or enforceability of all or any portion of any liens securing all or any part of the Note; (ii) any non-perfection

of any lien in any collateral securing all or any part of the obligations owing under the Note or any failure by the Sellers to protect, preserve, or insure any collateral securing all or any part of the Note; (iii) any event or circumstance which otherwise might operate under applicable law to discharge the liability of the Guarantor or might otherwise constitute or give rise to a defense available to the Maker, the Guarantor or any other guarantor of any of the obligations owing under the Note, including, without limitation, any right conferred by applicable law; or (iv) without regard to any limitations, delays, restrictions or prohibitions imposed on the making of payments under the Note as may be described in any documents, agreements, contracts or certificates made or entered into between the Maker and any other third party including, but not limited to, any lender to whom the Note may be subordinate.

(d) The guaranty by the Guarantor hereunder is a guaranty of payment and not of collection. The obligations of each of the Guarantor hereunder are independent of the obligations of any other Guarantor or any other Person and a separate action or actions may be brought and prosecuted against the Guarantor whether or not action is brought against the Guarantor or any other Person and whether or not the Guarantor or any other Person be joined in any such action or actions. The Guarantor waives, to the fullest extent permitted by law, the benefit of any statute of limitations affecting its liability hereunder or the enforcement hereof. Any payment by the Guarantor or other circumstance which operates to toll any statute of limitations as to any Guarantor shall operate to toll the statute of limitations as to each of the Guarantor.

(e) Guarantor authorizes Sellers, without notice or demand, and without affecting or impairing its liability hereunder, from time to time to:

(i) change the manner, place, or terms of payment of, or change or extend the time of payment of, renew, increase, accelerate, or alter any of the Guaranteed Obligations (including any increase or decrease in the principal amount thereof or the rate of interest or fees thereon); or (B) any security therefor or any liability incurred directly or indirectly in respect thereof, and this Guaranty shall apply to the Guaranteed Obligations as so changed, extended, renewed, or altered;

(ii) take and hold security for the payment of the Guaranteed Obligations and sell, exchange, release, impair, surrender, realize upon, collect, settle, or otherwise deal with in any manner and in any order any property at any time pledged or mortgaged to secure the Guaranteed Obligations (including any of the obligations of all or any of the Guarantor under this Guaranty) incurred directly or indirectly in respect thereof or hereof, or any offset on account thereof;

(iii) exercise or refrain from exercising any rights against any Guarantor;

(iv) release or substitute any one or more endorsers, Guarantor, or other obligors;

(v) settle or compromise any of the Guaranteed Obligations, any security therefor, or any liability (including any of those of any of the Guarantor under this Guaranty) incurred directly or indirectly in respect thereof or hereof, and may subordinate the payment of all or any part thereof to the payment of any liability (whether due or not) of any Grantor to its creditors;

(vi) apply any sums by whomever paid or however realized to any liability or liabilities of Guarantor, regardless of what liability or liabilities of such Grantor remain unpaid;

(vii) consent to or waive any breach of, or any act, omission, or default under, this Agreement, any other loan Document, or any of the instruments or agreements referred to herein or therein, or otherwise amend, modify, or supplement any loan Document (other than Section 2 of this Agreement), or any of such other instruments or agreements; or

(viii) take any other action that could, under otherwise applicable principles of law, give rise to a legal or equitable discharge of one or more of the Guarantor from all or part of its liabilities under this Guaranty.

ARTICLE II MISCELLANEOUS PROVISIONS

2.1. This Guaranty shall continue to be effective or shall be reinstated, as the case may be, if at any time any payment of any of the obligations under the Note is rescinded, voided, or rendered void or voidable as a preferential transfer, impermissible set-off, or fraudulent conveyance or must otherwise be returned or disgorged by the Sellers as if such rescinded, avoided, voided, or voidable payment had not been made.

2.2 This Guaranty shall be binding on, and inure to the benefit of, the parties and their respective successors and assigns.

2.3 This Guaranty shall terminate and be of no further force or effect on the date that all sums whatsoever payable under the Note been finally paid in full, notwithstanding any intermediate payment, partial settlement or other matter.

2.4 If this Guaranty is placed in the hands of an attorney to prove, establish or collect any sum due under this Guaranty, with or without court action, the Guarantor agree to pay the Sellers of this Guaranty in each such instance in addition to the sums above stated, all costs of collection, including without limitation reasonable attorneys' fees (in an amount not to exceed twenty percent (20%) of the unpaid principal balance of the Note), paid or incurred by the Sellers in enforcing on default the rights and remedies in the Note.

2.5 This Guaranty is made and delivered in Florida and Agreement shall be governed, construed and enforced in accordance with the substantive and procedural laws of the State of Florida including its statutes of limitations, without regard to any conflicts of law principle, decisional law or statutory provision which would require, cause or permit the application of the substantive law of any other jurisdiction, and without regard to the 1980 United Nations Conference on the International Sale of Goods, which shall not apply to this Agreement.

2.6 This Agreement may be executed in one or more counterparts and shall be effective when each party hereto shall have executed at least one counterpart hereof and delivered same with its signature affixed hereto to the other parties. It is the intent and agreement of each party hereto that if any signature is not an original, but is a digital, mechanical, or electronic reproduction (such as, without limitation, a photocopy, facsimile, email, PDF, Adobe image, jpeg, telegram, telex, or telecopy), then such signature shall be as enforceable, valid, and binding as, and the legal equivalent to, an authentic and traditional ink-on-paper original wet signature penned manually by its signatory and each party may rely upon such instrument as an original for all purposes. The parties agree that such signatures may be exchanged between themselves and/or their legal counsel and assembled into multiple fully executed copies of this Assignment, each of which being deemed one and the same original for all purposes.

[Signature Appears on Following Page]

IN WITNESS WHEREOF, the Guarantor each have duly executed this Unconditional Personal Guaranty as of the date first set forth above.

Russell Buchanan on my own behalf

AGREED AND ACCEPTED:

Lov Finish Care, Inc.

By: _____
Name: Rick Vaal
Title: President

Rick Vaal, on my own behalf

[Signature Page to Personal Guaranty]

EXHIBIT C

FORM OF PRINCIPAL CONSULTING AND NON-COMPETITION AGREEMENT

CONSULTING AND NON-COMPETITION AGREEMENT

THIS CONSULTING AND NON-COMPETITION AGREEMENT (“Agreement”), as of December 6, 2019, is made effective as of the closing of that certain Asset Purchase Agreement (defined below) as of 12:01 AM (the “Effective Date”), is entered into by and between George K Hood Legacy LLC, a Florida limited liability company (“Buyer”) and Rick Vaal, (“Consultant”) and Lov Finish Care, Inc d/b/a The Lab Zone, (the “Seller Company”). Consultant and the Seller Company shall be collectively referred to herein as the “Seller Parties.”

Background Statement:

Whereas, Seller Company has been engaged in the business of formulating and manufacturing private label auto, marine and cycle detailing products, along with any other business operated by the Seller Company, all as operated by the Seller Company prior to the Effective Date, (the “Business”) and has conducted and operated the Business primarily in the State of Florida from premises and facilities located at 6114 33rd Street, East Bradenton, FL, (the “Business Premises”). Consultant is a shareholder, director and key executive employee of the Seller Company.

Whereas, the Buyer entered into an Asset Purchase Agreement of even date herewith, with the Seller Company, as seller, and Consultant, as a principal of Seller Company, (the “Asset Purchase Agreement”) simultaneously with the execution of this Agreement, whereby the Buyer agreed to acquire substantially all of the assets of the Seller Company used in the Business (the “Assets”), including, without limitation, the goodwill of the Seller Company, to which Consultant has made a valuable contribution.

Whereas, the Buyer plans to continue to operate the Business from the same market as operated by the Seller Company and Consultant.

Whereas, the Buyer has identified Consultant’s continued consulting and transition services and related activities for and on behalf of the Buyer and the Business as important to the continued operations and success of the Business.

Whereas, the Buyer has purchased the Assets based upon Seller Parties’ representations that it will not compete with Buyer on the terms and conditions stated herein, and if Seller Parties had not agreed to refrain from competing with Buyer on said terms and conditions, Buyer would not have purchased the Assets.

Whereas, the parties to this Agreement recognize that Consultant has contributed greatly to the success of the Seller Company and has created much goodwill with the clients, customers, staff, employees, and suppliers (the term “suppliers”, as used herein, includes “subcontractors”) of the Seller Company. As such, Consultant has had complete access to all non-public, confidential and proprietary information of the Seller Company relating to the Business, including, without limitation, contacts and relations with clients, customers, staff, employees, and suppliers. Seller Parties are capable of utilizing this goodwill and such information, know-how and contacts to compete with the Buyer and, as a result, would cause substantial and severe damage to the Buyer and the Business if Seller Parties engaged in competitive activities after the Effective Time defined in the Asset Purchase Agreement. The Buyer has purchased the Assets based upon each Seller Key Employee’s representations that he will not compete with Buyer on the terms and conditions stated herein, and if Seller Parties had not agreed to refrain from competing with Buyer on said terms and conditions, Buyer would not have purchased the Assets.

Whereas, the parties hereto are entering into this Agreement for the purposes of (i) preserving the proprietary rights, business value and goodwill of the Business by making certain that during the Non-Compete Period (hereinafter defined) and in the Restricted Territory (hereinafter defined) Seller Parties do not engage in the Business in competition with Buyer and the Business, and that Seller Parties do not

use Confidential Information (defined below), contacts, and relations of the Business, and Seller Parties' know-how, to compete with the Business and the Buyer, and (ii) establishing the terms of Consultant's consulting and transition arrangement with the Buyer.

Whereas, Consultant hereby acknowledges and confirms that he will benefit from the transactions provided for by the Asset Purchase Agreement.

Whereas, Consultant represents and warrants that he has read this Agreement, understands its terms and intends to be bound by this Agreement.

Statement of Agreement

NOW, THEREFORE, in consideration of the mutual covenants, conditions and agreements contained herein and in consideration of Buyer entering into the Asset Purchase Agreement, the parties hereto hereby agree as follows:

I. COVENANTS

1. Definitions. In addition to other terms defined elsewhere in this Agreement, unless the context shall expressly or by necessary implication indicate to the contrary, as used herein, the following terms shall have the meanings set forth below. All capitalized terms in this Agreement that are not defined in this Agreement shall have the meanings ascribed to them in the Asset Purchase Agreement.

- (a) "Business" means: the business of formulating and manufacturing private label auto, marine and cycle detailing products, along with any other business operated by the Seller Company, all as operated by the Seller Company prior to the Effective Date.
- (b) "Restricted Territory" means:
 - (i) Within any country in which products are sold; or
 - (ii) If such restriction is determined to be too broad, then within any state in which products are sold; or
 - (iii) If such restriction is determined to be too broad then within the Southeastern United States in which products are sold;
 - (iv) If such restriction is determined to be too broad then within 100 miles of the Business Premises; or
 - (v) If such restriction is determined to be too broad then, within 50 miles of the Business Premises; or
 - (vi) If such restriction is determined to be too broad then, within 25 miles of the Business Premises.
- (c) "Non-Compete Period" means:
 - (i) The period beginning on the Effective Date and ending Five (5) years after the Effective Date of this Agreement; or
 - (ii) If the restriction set forth in the foregoing subsection is determined to be too broad then, the period beginning on the Effective Date and ending three (3) years after the Effective Date of this Agreement; or

- (iii) If the restrictions set forth in the foregoing subsections are determined to be too broad then, the period beginning on the Effective Date and ending one (1) year after the Effective Date of this Agreement.

(d) “Client” means: (i) any client or customer of the Seller Company or the Business immediately prior to the Effective Date of this Agreement; (ii) any client or customer identified in as part of the Asset Purchase Agreement; (iii) any client or customer to whom the Seller Company or the Business provided products or services as part of or related to the Business or activities conducted by the Business within the two (2) year prior to the Effective Date of this Agreement; and (iv) any client or customer of the Buyer of the Acquired Business with whom Seller Parties have business contacts or regarding whom Seller Parties accessed Confidential Information of the Business prior to the Effective Date or during the Non-Compete Period.

(e) “Trade Secrets and Confidential Information” shall mean all information used or useful in or by the Seller Company and/or Consultant in the conduct and operation of the Business that is not generally known to the public, that confers some type of economic benefit to the Business and the owner(s) of the Business from not being publicly known, and which is subject to reasonable efforts to maintain its secrecy, whether or not it meets the definition of a trade secret, and includes, without limitation, the following:

- (i) All Client records, files, data, and information, including the identity of the Clients;
- (ii) All information, testing and analysis procedures, methods, and techniques known, conceived, originated, discovered, and/or developed by the Seller Company, Consultant, and/or the Buyer and used in the Business;
- (iii) All information disclosed to the Buyer as a consequence of the transactions described in the Asset Purchase Agreement, including, without limitation, the Asset Purchase Agreement, all Schedules and Exhibits attached thereto, and all contents thereof;
- (iv) All sales, financial, contractual, and special marketing information, ideas, technical data and concepts used in the Business, including those originated by the Seller Company, Consultant, and/or the Buyer;
- (v) All plans, trade secrets, diagrams, processes, sampling, testing, and analysis methods and procedures, pricing information, market strategies, and technology of any form used in the Business, including those originated by Seller Company, Consultant, and/or the Buyer not previously disclosed to the general public, not previously available without restriction to the recipient or others, nor normally furnished to others without compensation, and which the disclosing party desires to protect against unrestricted disclosure or competitive use;
- (vi) All information, which is furnished pursuant to this Agreement;
- (vii) All information appropriately identified as being confidential when furnished;
- (viii) The Clients’ preferences, records, and histories with respect to the Business, including but not limited to services, sampling, testing, analysis methods and procedures, method or form of payment, contact persons, or information relating to Business, which have been or are conducted between the Business and its Clients;
- (ix) The identity of the product and service providers and/or suppliers of the Business;

- (x) Products produced, including without limitation to product formulas, recipes, ingredients, and production methods, and services purchased by the Seller Company, Consultant, and/or the Buyer from the providers and suppliers of the Business, or other information relating to the Business that have been transacted between the Seller Company, Consultant, and/or the Buyer and any of their respective products and service providers and suppliers;
- (xi) The financial information related to the Seller Company, the Buyer and the Business, all financial information related to the Clients, including, without limitation, profits typically earned in connection with various types of transactions, customary or actual "margins," gross or net earnings for any particular products, services, tests, analyses, transactions, or periods of time, the identity of transactions on which the Business has lost money or has earned gross profits, and the amount and nature of all Business products and services purchased, required, requested, or used by any Client and/or their boards, owners, affiliates, subsidiaries, or other associations and committees;
- (xii) The Seller Company's, Consultant's, and/or the Buyer's methods of doing business including, without limitation, the manner in which they organize purchases and sales, the manner and methods by which products, testing, analysis, consulting, and services are provided, the strengths, weaknesses and peculiarities of various product and service providers and suppliers, the manner and methods in which sales, expenses, and other financial matters are booked and reported, the manners and methods by which various Business support and services are provided; and the manner and method by which the equipment and machinery of the Business is operated and best utilized; and
- (xiii) All other information relating to the Business which is generally disclosed only to a person or entity under an obligation of confidentiality to the Seller Company, Consultant, the Business, and/or the Buyer.

2. Non-Competition. During the Non-Compete Period, Seller Parties, any entity owned (in whole or in part) by a Seller Party (ownership does not mean holding less than five percent (5%) of a stock in a publicly traded company), and any employee, agent or independent contractor controlled by a Seller Party, shall not, directly or indirectly, either individually or as an employee, agent, independent contractor, partner, shareholder, member, manager, investor, director, consultant, lender, or in any other capacity, participate or engage in, or assist others, including but not limited to his or her spouse, relatives, employees, agents, independent contractors or salespeople, or any entity, in participating or engaging in, the Business in the Restricted Territory, nor shall Seller Parties provide products or services offered by the Business to Clients which are located in the Restricted Territory, except as set forth in this Agreement.

3. Ownership.

(a) Assignment. Consultant agrees that all copyrights and copyrightable material, notes, records, drawings, designs, processes, procedures, methods, inventions, ideas, discoveries, enhancements, modifications, know-how, improvements, developments, discoveries, trade secrets' data and information of every kind and description conceived, generated, made, discovered, developed or reduced to practice by Consultant, solely or in collaboration with others, during the Consulting Term (defined below) and in the course of performing Services (defined below) under this Agreement (collectively, "Inventions"), are, as between the Company and Consultant, the sole and exclusive property of the Company. Consultant has disclosed and agrees to disclose such Inventions promptly to the Company and hereby assigns, and agrees to assign, all of Consultant's right, title and interest in and to any such Inventions promptly to the Company without royalty or any other consideration and to execute all applications, assignments or other instruments reasonably requested by the Company in order for the Company to establish the Company's ownership of such Inventions and to obtain whatever protection for

such Inventions, including copyright and patent rights in any and all countries on such Inventions as the Company shall determine.

(b) Further Assurances. Consultant agrees to assist the Company, or its designee, in every reasonable way to secure the Company's rights in Inventions and any copyrights, patents or other intellectual property rights relating to all Inventions in any and all countries, including the disclosure to the Company of all pertinent information and data with respect to all Inventions, the execution of all applications, specifications, oaths, assignments and all other instruments that the Company may deem necessary in order to apply for and obtain such rights and in order to assign and convey to the Company, its successors, assigns and nominees the sole and exclusive right, title and interest in and to all Inventions, and any copyrights, patents, or other intellectual property rights relating to all Inventions. Consultant also agrees that Consultant's obligation to execute or cause to be executed any such instrument or papers shall continue after the termination of this Agreement.

(c) Pre-Existing Materials. Subject to Section 3(a), Consultant agrees that if, in the course of performing the Services, Consultant incorporates into any Invention developed under this Agreement any pre-existing invention, improvement, development, concept, discovery or other proprietary information owned by Consultant or in which Consultant has an interest, (i) Consultant will inform the Company, in writing before incorporating such invention, improvement, development, concept, discovery or other proprietary information into any Invention, and (ii) the Company is hereby granted a nonexclusive, royalty-free, perpetual, irrevocable, worldwide license to make, have made, modify, use and sell such item as part of or in connection with such Invention. Consultant will not incorporate any invention, improvement, development, concept, discovery or other proprietary information owned by any third party into any Invention without the Company's prior written permission.

(d) Attorney-in-Fact. Consultant agrees that, if the Company is unable because of Consultant's unavailability, dissolution, mental or physical incapacity, or for any other reason, to secure Consultant's signature for the purpose of applying for or pursuing any application for any United States or foreign patents, mask work or copyright registrations covering the Inventions assigned to the Company in Section 3(a), then Consultant hereby irrevocably designates and appoints the Company and its duly authorized officers and agents as Consultant's agent and attorney-in-fact, to act for and on Consultant's behalf to execute and file any such applications and to do all other lawfully permitted acts only to further the prosecution and issuance of patents, copyright and mask work registrations with the same legal force and effect as if executed by Consultant.

4. No Solicitation. Seller Parties, and any entity owned (in whole or in part) by a Seller Party, and any employee, agent or independent contractor controlled by a Seller Party shall not, on behalf of a Seller Party or any other person or entity, during the Non-Compete Period:

(a) request, induce or attempt to influence any person who is a Client, supplier, past supplier of the Business or Buyer to delay, reduce, curtail, restrict or terminate any business relationship with the Business or Buyer or not to enter into or engage in any potential or future business transaction or relationship with the Business or Buyer;

(b) solicit for employment or solicit for an independent contractor arrangement, any person who is an employee or independent contractor of the Business or the Buyer, except with the written consent of the Buyer;

(c) influence or attempt to influence any employee or independent contractor of the Business or Buyer to terminate his/her or its employment or contractual arrangement with the Buyer;

(d) Induce or attempt to induce any Client to procure from any Person other than the Buyer products or services similar to or the same as those offered by the Buyer;

- (e) Accept on behalf of any Person other than the Buyer any business from any Client for products or services similar to or the same as those offered by the Buyer;
- (f) Induce or attempt to induce any Person who is or was an employee, agent or contractor of the Buyer to terminate such Person's employment, agency or contract with the Buyer;
- (g) Hire or attempt to hire any Person who is or was an employee of the Buyer;
- (h) Employ any Person who is or was an employee of the Buyer;
- (i) Purchase from any vendor or supplier of the Buyer any goods which are to be used in the manufacture of products or services similar to or the same as those offered by the Buyer; or
- (j) Induce or attempt to induce any Person who is or was a vendor or supplier of the Buyer to cease to furnish goods or supplies to the Buyer.

"Person" shall mean any individual or individuals, corporation, partnership, limited liability company, agency, fiduciary, association, trust or other entity.

5. Trade Secrets and Confidential Information. From and after the Effective Date, the Seller Company, Consultant, any entity owned (in whole or in part) by a Seller Party, and any employee, agent or independent contractor controlled by a Seller Party, will not, on behalf of a Seller Party or any other person or entity, directly or indirectly, except to (a) professionals employed by the Seller Company or Consultant to provide professional services or advice to the Seller Company or Consultant for purposes of and related to the transaction contemplated by the Asset Purchase Agreement and (b) as required by tax returns to be filed by the Seller Company or Consultant: (i) disclose or furnish any non-public, proprietary or Trade Secrets and Confidential Information to any third party not associated with the Business or the Buyer as an officer, director, shareholder, member, manager, partner, or employee; or (ii) disclose or furnish to any third party, the terms of Buyer's acquisition of the Assets and the Business. From and after the date hereof, Seller Company, Consultant or any person or entity controlled, directly or indirectly, by either of them will not, directly or indirectly, use Trade Secrets and Confidential Information or the tradenames, foreign translations, or any variations thereof, for any purposes (to solicit Business or otherwise) other than filing tax returns, closing bank accounts, and other activities related to winding down the Business as owned and operated by the Seller Company with respect to all periods prior to the Effective Date.

6. Non-Disparagement. Each party hereby agrees that, during the Non-Compete Period, such party will not, make any statements, written or oral, would disrupt, impair or affect adversely the other parties or its employees, officers or directors, members or managers, or agents or place such individuals in any negative light.

II. CONSULTING TERMS

1. Consulting and Transition Term. The term of Consultant's consulting and transition relationship under this Agreement shall begin on the Effective Date and shall continue for a period not to exceed 12 months (the "Consulting Term"), working regular business hours, as needed, for an additional compensation of (i) One Hundred Fifty Thousand Dollars (\$150,000.00/year), paid pursuant to Company's current payroll practices, and (ii) monthly stipend of \$600.00 for reimbursement for personal healthcare.

2. Consulting and Transition Services and Duties. Consultant hereby agrees to be available to the Buyer as an independent contractor to provide consulting and transition services to the Buyer (the "Services"), its members, officers, and employees regarding the ownership, operation, and conduct of the

Business and the transition of the Business to Buyer, as follows during the Consulting Term for the amount of hours as stated in paragraph 1 above during the normal hours of operation of the Business, not to exceed eight hours per day, unless otherwise reasonably required for Business purposes. The consulting and transition Services to be provided by Consultant shall include, without limitation, the following:

(a) Assisting the Buyer, its members, officers, and employees with the transition of ownership of the Business and the Assets, including (i) working with staff, employees, suppliers, third parties, and Clients to promote the transition of ownership of the Business to the Buyer and to preserve the goodwill associated with the Business, and (ii) training the Buyer or any officer, director, employee and representative how to operate the Business; and

(b) Disclosing and explaining all Trade Secrets and Confidential Information to the Buyer and its members, or at their direction, so that the Buyer and its members will understand its relevance to and use in the Business.

Provided, however, that the inability of Consultant to provide consulting and transition services for health reasons shall not constitute breach or default of this Agreement by Consultant, provided that Consultant makes reasonable efforts to provide said consulting and transition services at the Buyer Principals' election if and when the health reasons subside to the extent that Consultant is able to work. Provided, further, however, the Consulting Term shall expire in any event no later than twelve months from the Effective Date, unless an extension thereof is mutually agreed upon in writing by Consultant and Buyer.

3. Consideration and Compensation. Consideration for the consulting and transition services provided by Consultant in accordance with this Agreement during the Consulting Term is the Buyer's purchase of the Assets (which Consultant hereby acknowledges is of benefit to the Seller Parties), and, other than as set forth herein, no further consideration will be paid or provided to Consultant during the initial Consulting Term. Buyer shall pay to Consultant for any Additional Services on terms mutually agreed to by the parties and shall not be governed by this Agreement.

4. Independent Contractor Status. Consultant will be an independent contractor and not an employee of the Buyer at all times during the Consulting Term, and any extension and/or modification thereof provided under this Agreement (not to exceed 12 months), and at all times consulting and transition services are provided in accordance with Section II of this Agreement. The Buyer shall not be required to withhold and pay any federal or state income taxes, social security taxes, unemployment taxes or other employment or payroll taxes with respect to the compensation it pays to Consultant for the consulting and transition services provided by Consultant. As an independent contractor, Consultant shall not hold herself out as an employee of the Buyer or as having any authority to obligate or bind the Buyer with respect to any matter. Consultant shall not participate in any benefit programs or fringe benefits otherwise available to employees of the Buyer, including but not limited to retirement plans, life insurance programs, paid sick leave, paid vacation, health insurance benefits, and other employee benefit programs.

5. Termination of Consulting and Transition Relationship. Notwithstanding the foregoing, the Buyer may terminate Consultant's consulting and transition relationship under this Agreement at any time upon written notice to Consultant.

III. MISCELLANEOUS

1. Remedies for Breach. In the event of a breach of this Agreement by any of the Seller Parties, the Buyer shall be entitled to all rights and remedies available at law or in equity, including, without limitation, recovery of damages. Seller Parties acknowledge and agree that the Buyer's remedies at law for a breach or threatened breach of this Agreement relating to Section I herein would be inadequate and, in recognition of this fact, in the event of a breach by Seller Parties of Section I of this Agreement or any

portion thereof, it is agreed that, in addition to its remedies at law, the Buyer without posting any bond, shall be entitled and have the right to seek equitable relief in the form of specific performance, temporary restraining order, temporary or permanent injunction, or any other equitable remedy on the grounds that adequate remedies at law are not available. Such legal or equitable remedy shall be cumulative and non-exclusive and shall be in addition to any other remedy to which the Buyer may be entitled. Neither the amount allocated in the Asset Purchase Agreement to the non-competition covenants contained in this Agreement nor the amounts available through offset shall in any manner limit the amount of damages the Buyer is entitled to recover from Consultant and/or the Seller Company for breach of this Agreement. If any court determines that any of the restrictive covenants, or any part thereof, is unenforceable because of the duration of such provision or the area covered thereby, such court shall have the power to reduce the duration or area of such provisions and, in its reduced form, such provision shall then be enforceable and shall be enforced.

2. Attorneys' Fees and Costs. If any legal proceeding (including mediation and arbitration) is necessary to enforce or interpret the terms of this Agreement irrespective of the requested remedy, the prevailing party shall be entitled to recover reasonable attorneys' fees, as well as costs and disbursements, from the non-prevailing party, in addition to any other relief to which the prevailing party may be entitled.

3. Severability of Covenants. It is expressly understood and agreed that, although the parties hereto consider the restrictions contained in Section I of this Agreement to be reasonable for the purpose of preserving the proprietary rights, going business value and goodwill of the Business, if a final judicial determination is made by a court having jurisdiction or by a final arbitration award that the time or territory or any other restriction contained in this Agreement is an unenforceable restriction against Seller Parties, the provisions of such restriction shall not be rendered void but shall be deemed reduced as to duration or scope or otherwise amended to such extent as such court or arbitrator(s) may judicially determine or indicate to be reasonable. Alternatively, if the court or arbitrator(s) referred to above finds that any restriction contained in this Agreement is unenforceable, and such restriction cannot be amended so as to make it enforceable, such finding shall not affect the enforceability of any of the other restrictions contained herein.

4. Assignment. Seller Parties may not assign a Seller Party's rights and obligations hereunder. The Buyer may assign this Agreement upon sale of the Business or substantially all of its assets.

5. Notices. All notices or other communications given pursuant to this Agreement shall be in writing and shall be deemed to have been duly given when personally delivered or delivered by a recognized overnight courier service, or telefaxed during the hours of 8:00 a.m. to 5:00 p.m. Eastern time, with a copy not constituting notice via email as follows:

If to Consultant:

Rick Vaal
6534 Lincoln Rd.,
Bradenton Florida 34203
Email: vaalrick@gmail.com

If to Buyer:

George K Hood Legacy LLC
6114 33rd Street
East Bradenton, FL 34203
Email: russ.buchanan@buchananpartnersllc.com
Attn: Russell Buchanan

6. Amendment. This Agreement may not be amended except by a writing signed by all of the parties hereto.

7. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. This Agreement may be executed by facsimile or other electronic medium signature (including by .pdf format), which shall be effective as if it were an original executed counterpart of this Agreement.

8. Governing Law and Jurisdiction; Venue. This Agreement and all amendments hereof shall be governed by and construed and enforced in accordance with the laws of the State of Florida applicable to contracts made and to be performed therein, without giving effect to its conflict of laws principles. The exclusive venue for any litigation or arbitration related hereto shall occur in Manatee County, Florida. Each party (i) consents to the personal jurisdiction of any state or federal court located in Manatee County, Florida (and any corresponding appellate court) in any proceeding arising out of or relating to this Agreement, and (ii) waives any venue or inconvenient forum defense to any proceeding maintained in such courts. Except as provided herein below, each Party agrees not to bring any proceeding arising out of or relating to this Agreement in any other court. Process in any such proceeding may be served on either party anywhere in the world.

9. No Waiver. Failure to insist upon strict compliance with any provision hereof shall not be deemed a waiver of such provision or any other provision hereof.

(signature on following pages)

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

SELLER PRINCIPAL:

Rick Vaal

By: _____(Seal)
Rick Vaal, on my own behalf

BUYER:

George K Hood Legacy LLC

By: _____(Seal)
Name: Russell Buchanan

SELLER COMPANY:

Lov Finish Care, Inc., d/b/a The Lab Zone

By: _____(Seal)
Name: Rick Vaal
Title: President

[Signature Page to CNC-Consultant]

EXHIBIT D

**EMPLOYEES REQUIRED TO SIGN EMPLOYMENT/NON-COMPETE
AGREEMENTS**

<u>Employee name</u>	<u>Position/Title</u>	<u>Compensation</u>	<u>Full time/Part time</u>	<u>Salary or Hourly</u>
Omar Cisneros	Warehouse Associate	\$14.50/hr	Full time	Hourly
Eriberto Garcia	Warehouse Associate	\$13.00/hr	Full time	Hourly
Jose Garcia	Warehouse Associate	\$14.00/hr	Full time	Hourly
Gloria Jaimes Domingue	Warehouse Associate	\$13.00/hr	Full time	Hourly
Jaimes Josefina	Warehouse Associate	\$12.00/hr	Full time	Hourly
Alicia Larios	Warehouse Associate	\$12.00/hr	Full time	Hourly
Romualdo Longino Tejeda	Warehouse Associate	\$13.00/hr	Full time	Hourly
Juan Lozano	Warehouse Associate	\$15.50/hr	Full time	Hourly
Noemy V Medina	Warehouse Associate	\$11.00/hr	Full time	Hourly
Victor Mendez	Warehouse Associate	\$13.00/hr	Full time	Hourly
Estuardo Molina	Warehouse Supervisor	\$22.00/hr	Full time	Hourly
Humberto Molina	Warehouse Associate	\$15.00/hr	Full time	Hourly
Munoz Rolando	Warehouse Associate	\$13.50/hr	Full time	Hourly
Simon Neria-Maya	Warehouse Associate	\$12.00/hr	Full time	Hourly
Yolanda Nunez	Warehouse Associate	\$14.00/hr	Full time	Hourly
Maria Ramirez Casia	Warehouse Associate	\$12.00/hr	Full time	Hourly
Erikson Ramos Munoz	Warehouse Associate	\$13.00/hr	Full time	Hourly
Griselda Reynoso Nunez	Warehouse Associate	\$13.00/hr	Full time	Hourly
Cecilia Roblero	Warehouse Associate	\$15.00/hr	Full time	Hourly
Mercedalia Salmeron	Warehouse Associate	\$12.00/hr	Full time	Hourly
Maria Urieta Avellanos	Warehouse Associate	\$11.00/hr	Full time	Hourly
Fey Zaragoza-Jaime	PT Warehouse /PT Asst to General Manager	\$15.00/hr	Full time	Hourly
<u>Employee name</u>	<u>Position/Title</u>	<u>Compensation</u>	<u>Full time/Part time</u>	<u>Salary or Hourly</u>
Rick Vaal	CEO	\$ 115,185.72	Full time	Salary
Rachel McLeese	Controller/Office Manager	\$ 60,000.20	Full time	Salary
Gary Jones	Operations/General Manager	\$ 79,999.92	Full time	Salary

Employee Last Name, First Name	Hire Date	Eligibility Date	as of 10/29/2019 Eligible Hours Available	as of 10/29/2019 Total Vacation Hours Available	Dates of Vacation	Total Hours Paid	Paid Holidays	Unpaid Absent Date	Unpaid Absent Date	Unpaid Absent Date	Paid Absent Date(s)	Total Vacation Hours Paid YTD	Total Vacation PAYOUT Paid	Possible Balance Vacation Hours To Roll-Over for Next Year
Cisneros, Omar	11/05/18	11/05/19	0.00	0.00	08/12/19-08/16/19	40.00	☒					40.00	0	0.00
Diaz, Carlos-rehire 10/29/19	05/03/18	05/03/19	40.00	0.00	6/26/2019-7/17/19 remaining days pd at end of employment 8/2/19	40.00	☒					40.00	0	0.00
Garcia, Eriberto-rehire 10/15/19	06/05/17	06/05/18	40.00	0.00	08/05/19-08/11/19	40.00	☒	1/17/2019	1/8/2019	2/11/2019		40.00	0	0.00
Garcia, Jose	11/28/17	11/28/18	40.00	32.00	6/4/2019	8.00	☒					8.00	0	32.00
Gloria Jaimes	04/03/19	04/03/20	0.00	0.00	X	0.00	☒					0.00	0	0.00
Jaimes, Josefina	05/03/18	05/03/19	40.00	0.00	2/11-2/15/19 8/12-8/18	80.00	☒	1/22/2019				80.00	0	0.00
Larios, Alicia	09/19/19	09/19/20	0.00	0.00	X	0.00	☒					0.00	0	0.00
Longino-Rejeda, Romuald	05/21/18	05/21/19	40.00	0.00	2/18-2/22/19 1/10/2019 08/12/19	40.00	☒	1/28/2019				40.00	0	0.00
Lozano, Juan	07/05/16	07/05/17	40.00	24.00		16.00	☒					16.00	0	24.00
Medina, Noemy	10/17/19	10/17/20	0.00	0.00	X	0.00	☒					0.00	0	0.00
Mendez, Victor	05/01/17	05/01/18	64.00	0.00	2/18-2/22/19 08/12/19-7/5/19	80.00	☒					80.00	0	0.00
Molina, Humberto	05/17/17	05/17/18	80.00	8.00	2/18-2/22/19 7/5/19	72.00	☒					72.00	32	8.00
Munoz, Rolando	05/01/17	05/01/18	40.00	0.00	08/05/19-08/05/19-2/18-2/22/19	80.00	☒					80.00	0	0.00
Nena-Maya, Simon	01/02/18	01/02/19	40.00	0.00	08/05/19-08/05/19-7/11-7/15/19	80.00	☒					80.00	0	0.00
Ramirez Casiano, Maria L	05/11/18	05/11/19	40.00	0.00	08/12/19-8/5/19	80.00	☒					80.00	0	0.00
Ramos, Erickson	04/24/19	04/24/20	0.00	0.00	08/19/19-8/11/19	40.00	☒					40.00	0	0.00
Reynoso, Griselda	04/09/19	04/09/20	0.00	0.00	08/23/19	40.00	☒					40.00	0	0.00
Roblero, Cecilia	03/22/18	03/22/19	40.00	0.00	2/18-2/22/19	40.00	☒					40.00	0	0.00
Salmeron Antonio, Mercedesia	09/26/19	09/26/20	0.00	0.00	X	0.00	☒					0.00	0	0.00
Uritea Avelanedra, Maria	09/26/19	09/26/20	0.00	0.00	X	0.00	☒					0.00	0	0.00
Zaragoza-Jaimes, Fey	06/11/18	06/11/19	40.00	0.00	2/18-2/22/19	40.00	☒					40.00	0	0.00
Jones, Gary-PDO's, Sick Days, Vac	01/01/10	01/01/11	184.00	184.00		0.00	☒					0.00	0	120.00
Molina, Estardo-PDO's, Sick Days, Vac	04/22/13	04/22/14	144.00	0.00		80.00	☒					80.00	80	0.00
McLeese, Rachel-PDO's, Sick Days, Vac	05/03/18	05/03/19	112.00	48.00		0.00	☒				86/03/19 10/2/19 10/3/19	0.00	0	48.00

The Lab Zone
Employee Eligibility Log

Variances due to company paid time off due to periods of slow work				1024.00	296.00		896.00							896.00	112.00	232.00
--	--	--	--	---------	--------	--	--------	--	--	--	--	--	--	--------	--------	--------

EXHIBIT E

WORKING CAPITAL STATEMENT HYPOTHETICAL

Working Capital Calculation as of 11/22/19

Total Checking/Savings	\$ 513,976.39
LOV savings x9243	\$ (300,270.45)
Accounts Receivable	\$ 373,933.65
Due from Amazon	\$ 2.52
Undeposited Funds	\$ 124.10
Inventory Asset	\$ 54,570.26
Inventory Asset	\$ 545,463.64
Accounts Payable	\$ (71,681.30)
Wells Fargo Credit Card	\$ (13,768.96)
Wells Fargo Credit Card	\$ (652.22)
Total Working Capital	\$1,101,697.63

Working Capital Calculation as of 12-03-19

Total Checking/Savings	\$ 534,283.20	
LOV savings x9243	\$ (300,270.45)	
Accounts Receivable	\$ 332,310.06	
Due from Amazon	\$ 2.52	
Undeposited Funds	\$ 250.00	
Inventory Asset	\$ 54,570.26	
Inventory Asset	\$ 562,121.76	\$ 616,692.02
Accounts Payable	\$ (110,547.93)	
2132 · Wells Fargo Credit Card x7344R	\$ (737.37)	
Wells Fargo Credit Card	\$ -	
Total Working Capital	\$ 1,071,982.05	

The Lab Zone
Balance Sheet
As of December 3, 2019

	<u>Dec 3, 19</u>
ASSETS	
Current Assets	
Checking/Savings	
1020 · LZ Wire Account X3713	100.00
1030 · LOV LZ Checking x4480	232,761.98
1035 · LOV LZ Savings x9243	300,270.45
1090 · Petty Cash	540.43
1096 · PayPal - Sonus-The Perfect Shin	0.02
1097 · PayPal - Lab Zone	509.32
1098 · Pay Pal - Ultima	100.00
1099 · Pay Pal Gelcoat	1.00
Total Checking/Savings	<u>534,283.20</u>
Accounts Receivable	
1100 · Accounts Receivable	332,310.06
Total Accounts Receivable	<u>332,310.06</u>
Other Current Assets	
1155 · Due from Amazon MX	2.52
1200 · Undeposited Funds	250.00
12100 · *Inventory Asset	54,570.26
1300 · Inventory Asset	562,121.76
1301 · Asset-other	105,463.01
Total Other Current Assets	<u>722,407.55</u>
Total Current Assets	1,589,000.81
Fixed Assets	
1510 · Equipment Software	12,343.93
1512 · Software	7,619.61
1515 · Website Development	48,637.60
1520 · Computers	25,297.93
1525 · R&D - Product and Development	38,426.25
1530 · Furniture and Equipment	157,490.99
1540 · Leased Equipment	157,635.63
1550 · Leasehold Improvements	16,359.94
1590 · Accumulated Depreciation	<u>-313,429.99</u>
Total Fixed Assets	150,381.89
Other Assets	
1700 · Loan Costs	140,575.50
1790 · Accumulated Amortization	-1,928.00
1800 · Prepaid Expenses	29,135.59
1900 · Security Deposits	<u>4,150.00</u>
Total Other Assets	<u>171,933.09</u>
TOTAL ASSETS	<u>1,911,315.79</u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
2010 · Accounts Payable	<u>110,547.93</u>
Total Accounts Payable	110,547.93
Credit Cards	
2132 · Wells Fargo Credit Card x7344R	<u>737.37</u>
Total Credit Cards	737.37
Other Current Liabilities	
2250 · Payroll Employee Returned Cks	300.14
2310 · Sales Tax Payable	107.74
2400 · *Customer Deposits*	<u>32.26</u>
Total Other Current Liabilities	<u>440.14</u>
Total Current Liabilities	111,725.44
Long Term Liabilities	
2600 · Capital Leases Payable - Mariin	40,546.32
2610 · The Bank of Tampa	<u>3,243,934.45</u>
Total Long Term Liabilities	<u>3,284,480.77</u>
Total Liabilities	3,396,206.21
Equity	
1130 · Distributions - R. Vaal	-748,905.89
30000 · Opening Balance Equity	45,848.07
3060 · Capital - Working Capital	-15,000.00
3220 · Retained Earnings	783,537.82
3221 · Additional Paid in Capital	413,758.23
3225 · Treasury Stock	-3,200,000.00
Net Income	<u>1,235,871.35</u>
Total Equity	<u>-1,484,890.42</u>
TOTAL LIABILITIES & EQUITY	<u>1,911,315.79</u>

DISCLOSURE SCHEDULES

LOV FINISH CARE, INC d/b/a THE LAB ZONE

TRADEMARK

REEL: 007037 FRAME: 0759

SCHEDULE 1.4
Tax Allocation

CATEGORY	AMOUNT
FF&E	\$ 150,000.00
Inventory & Supplies	\$ 616,692.02
Goodwill	\$6,693,307.98
Non-Compete	\$ 40,000.00
TOTAL	\$7,500,000.00

SCHEDULE 2.3
Non-Contravention

Consents Required:

Agreement	Date of Agreement	Assignment Provision
Lease Agreement by and between Seller and P.D.G. Electric, LLC	12/15/17	Article 8

SCHEDULE 2.4
Financial Statements
(Beginning on next page)

The Lab Zone
Balance Sheet
 As of December 31, 2016

	Dec 31, 16
ASSETS	
Current Assets	
Checking/Savings	
1020 · LZ Wire Account X3713	425.20
1030 · LOV LZ Checking x4480	2,752.08
1090 · Petty Cash	348.90
1097 · PayPal - Lab Zone	1,852.17
Total Checking/Savings	5,378.35
Accounts Receivable	
1100 · Accounts Receivable	100,157.67
Total Accounts Receivable	100,157.67
Other Current Assets	
12100 · *Inventory Asset	245.00
1300 · Inventory Asset	402,219.41
Total Other Current Assets	402,464.41
Total Current Assets	508,000.43
Fixed Assets	
1510 · Equipment Software	12,343.93
1520 · Computers	26,996.57
1530 · Furniture and Equipment	65,505.91
1535 · Vehicles	44,096.00
1540 · Leased Equipment	60,432.50
1550 · Leasehold Improvements	17,824.00
1590 · Accumulated Depreciation	-207,047.73
Total Fixed Assets	20,151.18
TOTAL ASSETS	528,151.61
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
2010 · Accounts Payable	58,810.33
Total Accounts Payable	58,810.33
Credit Cards	
2100 · Wells Fargo Credit Card #0651	1,753.07
2120 · Capital One Card x1324	1,314.64
Total Credit Cards	3,067.71
Other Current Liabilities	
2140 · Loans	
2145 · Loan From David Ostroff	20,000.00
2147 · Comerica LOC	15,000.00
Total 2140 · Loans	35,000.00
2310 · Sales Tax Payable	188.30
Total Other Current Liabilities	35,188.30
Total Current Liabilities	97,066.34
Long Term Liabilities	
2600 · Capital Leases Payable - Marlin	20,250.40
Total Long Term Liabilities	20,250.40
Total Liabilities	117,316.74

4:04 PM

09/19/19

Accrual Basis

The Lab Zone
Balance Sheet
As of December 31, 2016

	<u>Dec 31, 16</u>
Equity	
3040 · Capital - Ostroff	1,500.00
3220 · Retained Earnings	-316,282.98
3221 · Additional Paid in Capital	169,091.56
Net Income	556,526.29
	<hr/>
Total Equity	410,834.87
	<hr/>
TOTAL LIABILITIES & EQUITY	<u><u>528,151.61</u></u>

The Lab Zone
Profit & Loss
January through December 2016

	Jan - Dec 16
Ordinary Income/Expense	
Income	
4001 - Sales	
4030 - Sales	
4010 - Partner Sales	565.72
4050 - Labels	0.00
4030 - Sales - Other	2,367,265.36
Total 4030 - Sales	2,367,831.08
4040 - Drop Ship Handling	8,900.00
4060 - Labor Income	191,175.57
Total 4001 - Sales	2,565,906.65
4600 - Shipping Revenue	36,140.74
4700 - Sales Discounts	-64,619.43
4999 - Uncategorized Income	0.00
9950 - Credit Adjustment Income	118.75
Total Income	2,537,546.71
Cost of Goods Sold	
5000 - Cost of Product	
5020 - Bottles	3,473.91
5030 - Labels	2,917.10
5036 - Printing Plate Charges	910.00
5050 - Freight In - Purchases	41,046.20
5060 - Freight Out - Sales	32,793.56
6999 - Inventory Adjustment	23,039.72
5000 - Cost of Product - Other	866,092.80
Total 5000 - Cost of Product	970,273.29
5150 - Freight and Shipping Costs	12,400.38
Total COGS	982,673.67
Gross Profit	1,554,873.04
Expense	
7000 - Merchant Account Fees	11,038.27
7005 - Sales Tax Expense	67.42
7070 - Bank / CC Service Charges	7,268.80
7110 - Dues and Subscriptions	653.42
7150 - Insurance	
7152 - Health - Officers	24,278.48
7153 - Liability Insurance	13,399.48
7156 - Workman's Compensation	6,845.90
7157 - AFLAC	209.52
7150 - Insurance - Other	999.95
Total 7150 - Insurance	45,732.73
7200 - IT	
7201 - Connectivity	4,252.89
7203 - Hardware	93.26
7206 - Software	6,381.80
7207 - Store Infrastructure	250.00
7209 - Support/Backup	78.00
Total 7200 - IT	11,055.95
7300 - Licenses and Permits	1,993.00

PLW
8-7-16

The Lab Zone
Profit & Loss
 January through December 2016

	Jan - Dec 16
7400 - Marketing	
7001 - Ultima-Clearlydifferent.com	
7007.5 - SMO	10,170.12
7007.6 - Web Site	990.00
Total 7001 - Ultima-Clearlydifferent.com	11,160.12
7003 - Alibaba	1,469.00
7006 - Four Star Store	
7412 - Yahoo Site	1,518.81
Total 7006 - Four Star Store	1,518.81
7008 - Amazon Seller Expenses	
7008.1 - Damage Expenses	286.78
7008 - Amazon Seller Expenses - Other	1,164.34
Total 7008 - Amazon Seller Expenses	1,451.12
7403 - Partner	587.87
7405 - SEO Fees	3,788.60
7408 - Graphics / Printing	4,368.16
7409 - Promotions	2,828.59
7410 - Shows	12.76
7411 - Supplies	6,126.52
7415 - Commissions Credit	7,435.00
7416 - Memberships	445.00
7417 - Channel Development	1,500.00
7400 - Marketing - Other	539.08
Total 7400 - Marketing	43,230.63
7501 - Office Expense	
7501.1 - Office Supplies	
7510 - Postage	-84.09
7501.1 - Office Supplies - Other	5,901.86
Total 7501.1 - Office Supplies	5,817.77
7501 - Office Expense - Other	1,259.80
Total 7501 - Office Expense	7,077.57
7600 - Payroll Expenses	
7602 - Partner's Salaries	300,000.48
7603 - Staff Wages	257,863.44
7604 - Payroll Taxes	48,253.97
7605 - Payroll Processing Fees	4,416.74
7600 - Payroll Expenses - Other	43,855.90
Total 7600 - Payroll Expenses	654,490.53
7606 - Commission	724.96
7700 - Contractor Labor	
7703 - Programmers	764.00
7700 - Contractor Labor - Other	57.71
Total 7700 - Contractor Labor	821.71

FLU
8/2/18

The Lab Zone Profit & Loss

08/07/18

January through December 2016

Accrual Basis

	Jan - Dec 16
7800 - Warehouse Expenses	
7802 - Rent	78,224.26
7803 - Utilities	8,054.17
7804 - Security	2,148.01
7805 - Gas and Electric	8,854.81
7807 - Telephone / Fax	12,045.05
7810 - Shop Supplies	10,065.77
7811 - Maintenance Repairs	5,783.19
7812 - Shipping Supplies	16,707.57
7813 - Equipment	9,017.44
7814 - Leased Equipment	7,425.93
7888 - Floor2	6,317.50
7800 - Warehouse Expenses - Other	2,815.16
	167,458.86
Total 7800 - Warehouse Expenses	
7900 - Professional Fees	
7901 - Bookkeeper	3,824.00
7903 - Accounting	6,000.00
7904 - Legal Fees	1,100.00
	10,924.00
Total 7900 - Professional Fees	
7960 - Travel & Entertainment	
7961 - Travel	5,983.87
7962 - Meals & Entertainment	8,911.32
7960 - Travel & Entertainment - Other	189.50
	15,064.69
Total 7960 - Travel & Entertainment	
7970 - Automobile Expenses	
7012 - Fuel	8,764.60
7013 - Repairs & Maintenance	2,308.90
7970 - Automobile Expenses - Other	60.80
	11,134.30
Total 7970 - Automobile Expenses	
9600 - Depreciation Expense	4,143.26
9730 - Interest - Capital Leases	3,586.00
	996,466.10
Total Expense	
Net Ordinary Income	558,406.94
Other Income/Expense	
Other Income	
9300 - Sales Tax Collection Allowance	306.96
	306.96
Total Other Income	
Other Expense	
9700 - Interest Expense -	
9710 - Finance Charges	882.45
	882.45
Total 9700 - Interest Expense -	
9900 - Taxes	
9920 - State Tax	99.36
9900 - Taxes - Other	1,830.49
	1,929.85
Total 9900 - Taxes	
Total Other Expense	2,812.30
Net Other Income	-2,505.34
Net Income	555,901.60

R.V.
8/7/18

The Lab Zone
Balance Sheet
 As of December 31, 2017

	Dec 31, 17
ASSETS	
Current Assets	
Checking/Savings	
1020 · LZ Wire Account X3713	471.27
1030 · LOV LZ Checking x4480	15,635.59
1040 · Comerica Checking	792.53
1090 · Petty Cash	307.45
1098 · Pay Pal - Ultima	88.18
Total Checking/Savings	17,295.02
Accounts Receivable	
1100 · Accounts Receivable	172,205.91
Total Accounts Receivable	172,205.91
Other Current Assets	
1110 · Amaz Vendor Receivable	2,492.05
1200 · Undeposited Funds	755.65
12100 · *Inventory Asset	805.00
1300 · Inventory Asset	502,478.88
Total Other Current Assets	506,531.58
Total Current Assets	696,032.51
Fixed Assets	
1510 · Equipment Software	12,343.93
1512 · Software	3,982.16
1515 · Website Development	29,954.26
1520 · Computers	26,996.57
1530 · Furniture and Equipment	90,987.53
1535 · Vehicles	44,096.00
1540 · Leased Equipment	146,569.10
1550 · Leasehold Improvements	23,381.52
1590 · Accumulated Depreciation	-329,795.73
Total Fixed Assets	48,515.34
TOTAL ASSETS	744,547.85
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
2010 · Accounts Payable	108,583.41
Total Accounts Payable	108,583.41
Credit Cards	
2120 · Capital One Card x1324	1,267.53
2130 · Capital One Card X2688	83.91
Total Credit Cards	1,351.44
Other Current Liabilities	
2140 · Loans	
2147 · Comerica LOC	44,500.00
Total 2140 · Loans	44,500.00
2300 · Payroll Tax Payable	151.39
2310 · Sales Tax Payable	88.94
Total Other Current Liabilities	44,740.33
Total Current Liabilities	154,675.18

The Lab Zone
Balance Sheet
As of December 31, 2017

	<u>Dec 31, 17</u>
Long Term Liabilities	
2600 · Capital Leases Payable - Marlin	56,618.86
2605 · Wells Fargo Payable - Fork Lift	<u>1,756.25</u>
Total Long Term Liabilities	<u>58,375.11</u>
Total Liabilities	213,050.29
Equity	
3220 · Retained Earnings	-347,831.23
3221 · Additional Paid in Capital	169,091.56
Net Income	<u>710,237.23</u>
Total Equity	<u>531,497.56</u>
TOTAL LIABILITIES & EQUITY	<u><u>744,547.85</u></u>

The Lab Zone
Profit & Loss
January through December 2017

	Jan - Dec 17
Ordinary Income/Expense	
Income	
4001 - Sales	
4030 - Sales	3,267,463.10
4040 - Drop Ship Handling	0.00
4060 - Labor Income	0.00
Total 4001 - Sales	3,267,463.10
4600 - Shipping Revenue	42,343.79
4700 - Sales Discounts	
4730 - Amaz Vendor Discounts	-651.00
4700 - Sales Discounts - Other	-99,757.25
Total 4700 - Sales Discounts	-100,408.25
9950 - Credit Adjustment Income	113.92
Total Income	3,209,512.56
Cost of Goods Sold	
5000 - Cost of Product	
5020 - Bottles	5,448.23
5030 - Labels	992.45
5050 - Freight In - Purchases	58,360.28
5060 - Freight Out - Sales	36,735.00
6999 - Inventory Adjustment	-7,108.90
5000 - Cost of Product - Other	1,058,801.28
Total 5000 - Cost of Product	1,153,228.34
5150 - Freight and Shipping Costs	21,544.75
Total COGS	1,174,773.09
Gross Profit	2,034,739.47
Expense	
7000 - Merchant Account Fees	10,505.29
7060 - Bad Debt	803.38
7070 - Bank / CC Service Charges	2,571.64
7110 - Dues and Subscriptions	472.82
7150 - Insurance	
7152 - Health - Officers	22,293.17
7153 - Liability Insurance	12,678.63
7156 - Workman's Compensation	10,197.66
Total 7150 - Insurance	45,169.46
7200 - IT	
7201 - Connectivity	4,458.88
7206 - Software	4,505.60
7207 - Store Infrastructure	26.61
7209 - Support/Backup	403.88
7210 - Bar Coding	668.97
7211 - Storage	1,188.91
Total 7200 - IT	11,272.85
7300 - Licenses and Permits	2,483.00
7400 - Marketing	
7001 - Ultima-Clearlydifferent.com	
7007.2 - SEO	8,420.29
7007.3 - Transaction Fees	-39.28
7007.4 - Facebook Paid Promotions	11,556.53
7007.5 - SMO	108.75
7007.6 - Web Site	3,534.76
Total 7001 - Ultima-Clearlydifferent.com	23,581.05

Handwritten signature:
RLV
Gomez

The Lab Zone
Profit & Loss
 January through December 2017

	<u>Jan - Dec 17</u>
7002 - The Lab Zone	2,070.00
7003 - Alibaba	61.68
7004 - Ebay	1,595.72
7006 - Four Star Store	
7412 - Yahoo Site	1,244.85
	<u>1,244.85</u>
Total 7006 - Four Star Store	1,244.85
7007 - Email Marketing	840.93
7008 - Amazon Seller Expenses	
7008.1 - Damage Expenses	94.58
7008.2 - Dues	959.46
7008.3 - Marketing Fees	3,056.86
7008 - Amazon Seller Expenses - Other	5,074.15
	<u>8,585.05</u>
Total 7008 - Amazon Seller Expenses	8,585.05
7009 - Amazon Vendor Expenses	
7009.1 - Coop Expenses	1,298.21
7009.2 - Damage	332.10
7009.3 - Dues	51.83
7009.4 - Marketing	3,031.77
7009.6 - Shipping	5.28
7009 - Amazon Vendor Expenses - Other	2,293.40
	<u>6,952.59</u>
Total 7009 - Amazon Vendor Expenses	6,952.59
7401 - Recruitment	1,521.34
7408 - Graphics / Printing	1,955.93
7409 - Promotions	65.48
7410 - Shows	5,539.50
7411 - Supplies	610.06
7414 - Videographer	2,868.92
7416 - Memberships	773.46
	<u>58,366.56</u>
Total 7400 - Marketing	58,366.56
7501 - Office Expense	
7501.1 - Office Supplies	14,319.69
7501 - Office Expense - Other	334.35
	<u>14,654.04</u>
Total 7501 - Office Expense	14,654.04
7600 - Payroll Expenses	
7602 - Partner's Salaries	302,746.91
7603 - Staff Wages	411,583.22
7604 - Payroll Taxes	57,265.28
7605 - Payroll Processing Fees	5,714.56
7600 - Payroll Expenses - Other	-537.70
	<u>776,772.27</u>
Total 7600 - Payroll Expenses	776,772.27
7606 - Commission	14,570.45
7700 - Contractor Labor	
7701 - Writers	180.00
7702 - SEO Resources	1,080.00
7704 - Social Networking	4,988.40
7705 - Intern	72.00
7706 - Outbound Marketing Manager	700.00
7700 - Contractor Labor - Other	67,361.58
	<u>74,401.98</u>
Total 7700 - Contractor Labor	74,401.98

RLW
8-7-18

The Lab Zone
Profit & Loss
January through December 2017

	<u>Jan - Dec 17</u>
7800 - Warehouse Expenses	
7801 - Janitorial	200.00
7802 - Rent	77,025.33
7803 - Utilities	6,770.05
7804 - Security	1,229.12
7805 - Gas and Electric	12,817.17
7806 - Water	316.11
7807 - Telephone / Fax	12,448.88
7810 - Shop Supplies	7,762.63
7811 - Maintenance Repairs	3,513.26
7812 - Shipping Supplies	43,858.26
7813 - Equipment	528.80
7814 - Leased Equipment	458.88
	<u>166,726.49</u>
Total 7800 - Warehouse Expenses	166,726.49
7900 - Professional Fees	
7901 - Bookkeeper	7,590.00
7903 - Accounting	3,300.00
7906 - Outside Services	220.25
	<u>11,110.25</u>
Total 7900 - Professional Fees	11,110.25
7960 - Travel & Entertainment	
7961 - Travel	5,571.26
7962 - Meals & Entertainment	6,267.44
7960 - Travel & Entertainment - Other	6,573.70
	<u>18,412.40</u>
Total 7960 - Travel & Entertainment	18,412.40
7970 - Automobile Expenses	
7012 - Fuel	10,896.20
7013 - Repairs & Maintenance	569.13
7014 - Parking	144.75
	<u>11,410.08</u>
Total 7970 - Automobile Expenses	11,410.08
9730 - Interest - Capital Leases	70.14
	<u>1,219,714.90</u>
Total Expense	1,219,714.90
Net Ordinary Income	815,024.57
Other Income/Expense	
Other Income	
9300 - Sales Tax Collection Allowance	30.90
9390 - Other Nonoperating Income	24,504.14
	<u>24,535.04</u>
Total Other Income	24,535.04
Other Expense	
9700 - Interest Expense -	
9710 - Finance Charges	1,262.69
9720 - Loan Interest	2,709.43
	<u>3,972.12</u>
Total 9700 - Interest Expense -	3,972.12
9900 - Taxes	
9920 - State Tax	198.34
9930 - Property Tax	889.73
9945 - Sales Tax - Other	342.73
9900 - Taxes - Other	1,062.13
	<u>2,492.93</u>
Total 9900 - Taxes	2,492.93
Total Other Expense	6,465.05
Net Other Income	18,069.99
Net Income	<u><u>833,094.56</u></u>

REV
8-7-18

The Lab Zone
Balance Sheet
 As of December 31, 2018

	Dec 31, 18
ASSETS	
Current Assets	
Checking/Savings	
1020 · LZ Wire Account X3713	100.00
1030 · LOV LZ Checking x4480	350,388.33
1035 · LOV LZ Savings x9243	315,020.18
1090 · Petty Cash	225.50
1096 · PayPal - Sonus-The Perfect Shin	0.06
1097 · PayPal - Lab Zone	100.00
1098 · Pay Pal - Ultima	147.88
1099 · Pay Pal Gelcoat	0.06
Total Checking/Savings	665,982.01
Accounts Receivable	
1100 · Accounts Receivable	124,933.57
Total Accounts Receivable	124,933.57
Other Current Assets	
1150 · Due From Amazon	1,790.16
1200 · Undeposited Funds	9,759.81
12100 · *Inventory Asset	919.01
12105 · *Finished Goods	-8,098.67
1300 · Inventory Asset	633,949.32
Total Other Current Assets	638,319.63
Total Current Assets	1,429,235.21
Fixed Assets	
1510 · Equipment Software	12,343.93
1512 · Software	4,199.61
1515 · Website Development	48,637.60
1520 · Computers	22,552.36
1530 · Furniture and Equipment	116,228.36
1540 · Leased Equipment	157,635.63
1550 · Leasehold Improvements	16,359.94
1590 · Accumulated Depreciation	-313,429.99
Total Fixed Assets	64,527.44
Other Assets	
1700 · Loan Costs	115,663.00
1790 · Accumulated Amortization	-1,928.00
1800 · Prepaid Expenses	47,178.18
Total Other Assets	160,913.18
TOTAL ASSETS	1,654,675.83
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
2010 · Accounts Payable	130,632.71
Total Accounts Payable	130,632.71
Credit Cards	
2137 · Wells Fargo Credit Card x4800	342.15
2138 · Wells Fargo Credit Card x8364	387.26
Total Credit Cards	729.41

The Lab Zone
Balance Sheet
As of December 31, 2018

	Dec 31, 18
Other Current Liabilities	
2250 · Payroll Employee Returned Cks	300.14
2310 · Sales Tax Payable	105.00
Total Other Current Liabilities	405.14
Total Current Liabilities	131,767.26
Long Term Liabilities	
2600 · Capital Leases Payable - Marlin	60,826.11
2610 · The Bank of Tampa	3,464,786.41
Total Long Term Liabilities	3,525,612.52
Total Liabilities	3,657,379.78
Equity	
3220 · Retained Earnings	-53,263.11
3221 · Additional Paid in Capital	413,758.23
3225 · Treasury Stock	-3,200,000.00
Net Income	836,800.93
Total Equity	-2,002,703.95
TOTAL LIABILITIES & EQUITY	1,654,675.83

The Lab Zone
Profit & Loss
 January through December 2018
Jan - Dec 18

Ordinary Income/Expense	
Income	
4001 · Sales	
4030 · Sales	4,461,888.72
4040 · Drop Ship Handling	6,900.00
4060 · Labor Income	20,379.71
4001 · Sales - Other	485.90
Total 4001 · Sales	4,489,654.33
4600 · Shipping Revenue	56,546.67
4700 · Sales Discounts	
4730 · Amaz Vendor Discounts	-258.57
4700 · Sales Discounts - Other	-81,212.05
Total 4700 · Sales Discounts	-81,470.62
4800 · Sales Returns & Allowances	-603.95
9950 · Credit Adjustment Income	85.00
9960 · Returned Check Charges	38.00
Total Income	4,464,249.43
Cost of Goods Sold	
5000 · Cost of Product	
5005 · Permit Fees	96.00
5011 · Affiliates	60.00
5020 · Bottles	4,761.11
5030 · Labels	5,483.49
5050 · Freight In - Purchases	98,914.11
5060 · Freight Out - Sales	42,675.12
5065 · Shipping Supplies	8,500.00
5070 · Inventory Loss / Damage	-194.77
6999 · Inventory Adjustment	-6,179.26
5000 · Cost of Product - Other	1,465,798.58
Total 5000 · Cost of Product	1,619,914.38
5150 · Freight and Shipping Costs	17,310.86
Total COGS	1,637,225.24
Gross Profit	2,827,024.19
Expense	
1810 · Patents	3,300.00
7000 · Merchant Account Fees	15,903.65
7070 · Bank / CC Service Charges	1,466.14
7090 · Charity	500.00
7110 · Dues and Subscriptions	146.00
7150 · Insurance	
7152 · Health - Officers	
7152.1 · Health-Officers-Ostroff	15,099.30
7152.2 · Health-Officers-Vaal	3,670.48
Total 7152 · Health - Officers	18,769.78
7153 · Liability Insurance	16,347.36

The Lab Zone Profit & Loss

January through December 2018

Jan - Dec 18

7154 · Life Insurance	3,104.73
7156 · Workman's Compensation	12,533.64
Total 7150 · Insurance	50,755.51
7200 · IT	
7201 · Connectivity	4,874.72
7203 · Hardware	156.02
7206 · Software	4,056.57
7209 · Support/Backup	250.00
7211 · Storage	2,217.23
Total 7200 · IT	11,554.54
7300 · Licenses and Permits	2,618.75
7400 · Marketing	
Commission	0.00
Walmart	547.92
7001 · Ultima-Clearlydifferent.com	
7007.2 · SEO	3,498.62
7007.4 · Facebook Paid Promotions	65.00
7007.5 · SMO	529.95
7007.6 · Web Site	6,236.50
7001 · Ultima-Clearlydifferent.com - Other	26.70
Total 7001 · Ultima-Clearlydifferent.com	10,356.77
7002 · The Lab Zone	1,357.46
7004 · Ebay	8,422.19
7006 · Four Star Store	
7412 · Yahoo Site	1,312.27
Total 7006 · Four Star Store	1,312.27
7007 · Email Marketing	575.00
7008 · Amazon Seller Expenses	
7008.1 · Damage Expenses	315.69
7008.2 · Dues	1,241.59
7008.3 · Marketing Fees	49,530.87
7008.4 · Shipping Fees	6,547.31
7008 · Amazon Seller Expenses - Other	24,763.50
Total 7008 · Amazon Seller Expenses	82,398.96
7009 · Amazon Vendor Expenses	
7009.1 · Coop Expenses	0.00
7009.2 · Damage	0.00
7009.4 · Marketing	0.00
7009.6 · Shipping	0.00
7009 · Amazon Vendor Expenses - Other	0.00
Total 7009 · Amazon Vendor Expenses	0.00
7401 · Recruitment	2,579.00
7408 · Graphics / Printing	715.56
7409 · Promotions	90.00
7410 · Shows	2,170.23

The Lab Zone Profit & Loss

January through December 2018

Jan - Dec 18

7411 · Supplies	299.00
7416 · Memberships	925.00
7400 · Marketing - Other	948.97
Total 7400 · Marketing	112,698.33
7501 · Office Expense	
7501.1 · Office Supplies	9,214.41
7501 · Office Expense - Other	294.79
Total 7501 · Office Expense	9,509.20
7600 · Payroll Expenses	
7602 · Partner's Salaries	273,556.81
7603 · Staff Wages	604,522.38
7604 · Payroll Taxes	69,022.57
7605 · Payroll Processing Fees	7,624.75
Total 7600 · Payroll Expenses	954,726.51
7700 · Contractor Labor	
7704 · Social Networking	0.00
7700 · Contractor Labor - Other	0.00
Total 7700 · Contractor Labor	0.00
7800 · Warehouse Expenses	
7801 · Janitorial	50.64
7802 · Rent	169,527.00
7803 · Utilities	2,200.92
7804 · Security	740.82
7805 · Gas and Electric	10,863.90
7806 · Water	0.00
7807 · Telephone / Fax	13,801.66
7810 · Shop Supplies	14,516.43
7811 · Maintenance Repairs	10,765.71
7812 · Shipping Supplies	68,203.57
7813 · Equipment	423.96
7814 · Leased Equipment	458.88
7800 · Warehouse Expenses - Other	354.22
Total 7800 · Warehouse Expenses	291,907.71
7900 · Professional Fees	
7901 · Bookkeeper	8,945.00
7903 · Accounting	3,300.00
7904 · Legal Fees	39.99
7906 · Outside Services	494.57
Total 7900 · Professional Fees	12,779.56
7960 · Travel & Entertainment	
7961 · Travel	1,752.63
7962 · Meals & Entertainment	3,584.36
7960 · Travel & Entertainment - Other	731.76
Total 7960 · Travel & Entertainment	6,068.75
7970 · Automobile Expenses	

The Lab Zone Profit & Loss

January through December 2018

Jan - Dec 18

7012 · Fuel	3,015.15
7013 · Repairs & Maintenance	209.90
7014 · Parking	43.00
Total 7970 · Automobile Expenses	3,268.05
9610 · Bank Service Charges	12.00
Total Expense	1,477,214.70
Net Ordinary Income	1,349,809.49
Other Income/Expense	
Other Income	
9000 · Interest Income	50.18
9200 · Gain/(Loss)-Sale of Asset	-34.94
9300 · Sales Tax Collection Allowance	29.99
9390 · Other Nonoperating Income	73.01
Total Other Income	118.24
Other Expense	
9400 · Out of State 2	0.90
9500 · Amorization Expense	26,418.00
9700 · Interest Expense -	
9720 · Loan Interest	49,964.99
9700 · Interest Expense - - Other	335.05
Total 9700 · Interest Expense -	50,300.04
9800 · Non-reccurring Expnese	153,334.70
9900 · Taxes	
9920 · State Tax	1,534.00
9930 · Property Tax	302.83
9945 · Sales Tax-Other-For Reimb.	226.37
Total 9900 · Taxes	2,063.20
Total Other Expense	232,116.84
Net Other Income	-231,998.60
Net Income	1,117,810.89

The Lab Zone
Balance Sheet
As of August 31, 2019

Aug 31, 19

ASSETS

Current Assets

Checking/Savings

1020 · LZ Wire Account X3713	100.00
1030 · LOV LZ Checking x4480	268,665.01
1035 · LOV LZ Savings x9243	300,220.27
1090 · Petty Cash	1,593.72
1096 · PayPal - Sonus-The Perfect Shin	0.02
1097 · PayPal - Lab Zone	100.00
1098 · Pay Pal - Ultima	100.00
1099 · Pay Pal Geicoat	1.00

Total Checking/Savings 570,760.02

Accounts Receivable

1100 · Accounts Receivable	372,460.30
----------------------------	------------

Total Accounts Receivable 372,460.30

Other Current Assets

1155 · Due from Amazon MX	2.52
1200 · Undeposited Funds	1,282.55
12100 · *Inventory Asset	52,885.56
12105 · *Finished Goods	-8,101.46
1300 · Inventory Asset	623,802.42

Total Other Current Assets 669,871.59

Total Current Assets 1,613,111.91

Fixed Assets

1510 · Equipment Software	12,343.93
1512 · Software	4,199.61
1515 · Website Development	48,637.60
1520 · Computers	24,024.66
1525 · R&D - Product and Development	33,989.42
1530 · Furniture and Equipment	154,184.09
1540 · Leased Equipment	157,635.63
1550 · Leasehold Improvements	16,359.94
1590 · Accumulated Depreciation	-313,429.99

Total Fixed Assets 137,944.89

Other Assets

1700 · Loan Costs	115,663.00
1790 · Accumulated Amortization	-1,926.00
1800 · Prepaid Expenses	14,860.84

Total Other Assets 128,595.84

TOTAL ASSETS 1,879,652.64

LIABILITIES & EQUITY

Liabilities

Current Liabilities

Accounts Payable

2010 · Accounts Payable	155,204.20
-------------------------	------------

Total Accounts Payable 155,204.20

Credit Cards

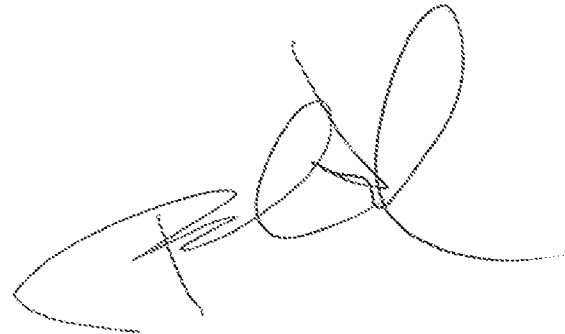
2132 · Wells Fargo Credit Card x7344R	2,251.35
2133 · Wells Fargo Credit Card x7351S	93.48

TRADEMARK

REEL: 007037 FRAME: 0779

The Lab Zone
Balance Sheet
As of August 31, 2019

	<u>Aug 31, 19</u>
Total Credit Cards	2,344.83
Other Current Liabilities	
2250 · Payroll Employee Returned Cks	300.14
2310 · Sales Tax Payable	102.60
2400 · *Customer Deposits*	32.26
Total Other Current Liabilities	<u>435.00</u>
Total Current Liabilities	157,984.03
Long Term Liabilities	
2600 · Capital Leases Payable - Martin	45,230.25
2610 · The Bank of Tampa	3,304,092.51
Total Long Term Liabilities	<u>3,349,322.76</u>
Total Liabilities	<u>3,507,306.79</u>
Equity	
1130 · Distributions - R. Vaal	-504,204.72
30000 · Opening Balance Equity	38,693.07
3060 · Capital - Working Capital	-15,000.00
3220 · Retained Earnings	783,537.82
3221 · Additional Paid in Capital	413,758.23
3225 · Treasury Stock	-3,200,000.00
Net Income	855,561.45
Total Equity	<u>-1,627,654.15</u>
TOTAL LIABILITIES & EQUITY	<u><u>1,879,652.64</u></u>



The Lab Zone
Profit & Loss
January through August 2019

Jan - Aug 19

Ordinary Income/Expense

Income

4001 - Sales

4030 - Sales

4010 - Partner Sales

37.72

4030 - Sales - Other

3,193,206.34

Total 4030 - Sales

3,193,244.06

4040 - Drop Ship Handling

575.00

4060 - Labor Income

6,313.49

4001 - Sales - Other

81,246.76

Total 4001 - Sales

3,281,379.31

4600 - Shipping Revenue

48,241.29

4700 - Sales Discounts

-7,526.17

4800 - Sales Returns & Allowances

2.16

9960 - Returned Check Charges

45.00

Total Income

3,322,141.59

Cost of Goods Sold

5000 - Cost of Product

5011 - Affiliates

31.40

5020 - Bottles

1,538.69

5030 - Labels

5,117.62

5036 - Printing Plate Charges

57.95

5050 - Freight In - Purchases

89,242.17

5060 - Freight Out - Sales

46,798.60

5065 - Shipping Supplies

-47.94

5070 - Inventory Loss / Damage

3,346.44

5075 - Inventory Loss-Gov't Reg's

10,012.95

6999 - Inventory Adjustment

12,849.66

5000 - Cost of Product - Other

1,143,494.85

Total 5000 - Cost of Product

1,312,442.39

5150 - Freight and Shipping Costs

82.34

Total COGS

1,312,524.73

Gross Profit

2,009,616.86

Expense

7000 - Merchant Account Fees

20,908.77

7060 - Bad Debt

226.24

7070 - Bank / CC Service Charges

555.63

7090 - Charity

918.68

7110 - Dues and Subscriptions

140.00

7150 - Insurance

7152 - Health - Officers

7152.2 - Health-Officers-Vaal

2,771.95

Total 7152 - Health - Officers

2,771.95

7153 - Liability Insurance

8,301.74

7154 - Life Insurance

8,279.28

7156 - Workman's Compensation

6,887.46

7150 - Insurance - Other

1,177.72

Total 7150 - Insurance

27,418.15

The Lab Zone
Profit & Loss
 January through August 2019

	<u>Jan - Aug 19</u>
7200 - IT	
7201 - Connectivity	2,379.84
7206 - Software	2,799.28
Total 7200 - IT	<u>5,179.12</u>
7300 - Licenses and Permits	2,300.00
7400 - Marketing	
Commission	7,132.20
Walmart	218.72
7004 - Ebay	579.72
7006 - Four Star Store	
7412 - Yahoo Site	829.45
Total 7006 - Four Star Store	<u>829.45</u>
7008 - Amazon Seller Expenses	
7008.1 - Damage Expenses	-631.47
7008.2 - Dues	638.43
7008.3 - Marketing Fees	4,022.38
7008.4 - Shipping Fees	5,776.73
Total 7008 - Amazon Seller Expenses	<u>9,806.07</u>
7401 - Recruitment	512.21
7403 - Graphics / Printing	1,078.77
7415 - Commissions Credit	0.00
7400 - Marketing - Other	2,463.88
Total 7400 - Marketing	<u>22,621.02</u>
7501 - Office Expense	
7501.1 - Office Supplies	4,442.73
Total 7501 - Office Expense	<u>4,442.73</u>
7600 - Payroll Expenses	
7602 - Partner's Salaries	75,738.58
7603 - Staff Wages	483,576.58
7604 - Payroll Taxes	52,583.59
7605 - Payroll Processing Fees	5,833.23
Total 7600 - Payroll Expenses	<u>617,731.98</u>
7606 - Commission	2,927.20
7800 - Warehouse Expenses	
7801 - Janitorial	848.44
7802 - Rent	108,497.28
7803 - Utilities	1,737.41
7804 - Security	726.30
7805 - Gas and Electric	5,750.35
7807 - Telephone / Fax	8,719.14
7810 - Shop Supplies	24,947.24
7811 - Maintenance Repairs	3,552.27
7812 - Shipping Supplies	75,952.88
7813 - Equipment	419.93
7814 - Leased Equipment	299.12
Total 7800 - Warehouse Expenses	<u>231,450.36</u>
7900 - Professional Fees	
7901 - Bookkeeper	6,200.00
7902 - Accounting	6,200.00

The Lab Zone
Profit & Loss
January through August 2019

	<u>Jan - Aug 19</u>
7904 - Legal Fees	2,000.00
7905 - Consulting Fees	12,412.50
Total 7900 - Professional Fees	<u>26,812.50</u>
7960 - Travel & Entertainment	
7961 - Travel	1,389.22
7962 - Meals & Entertainment	2,927.57
Total 7960 - Travel & Entertainment	<u>4,316.79</u>
7970 - Automobile Expenses	
7012 - Fuel	3,481.14
7013 - Repairs & Maintenance	139.10
7014 - Parking	12.42
Total 7970 - Automobile Expenses	<u>3,632.66</u>
9610 - Bank Service Charges	23.50
Total Expense	<u>971,605.33</u>
Net Ordinary Income	1,038,011.53
Other Income/Expense	
Other Income	
9000 - Interest Income	200.09
9300 - Sales Tax Collection Allowance	9.78
9390 - Other Nonoperating Income	1,040.79
Total Other income	<u>1,250.66</u>
Other Expense	
9700 - Interest Expense -	
9720 - Loan Interest	172,620.66
Total 9700 - Interest Expense -	<u>172,620.66</u>
9800 - Non-Reoccurring Expenses	9,004.88
9900 - Taxes	
9920 - State Tax	1,204.34
9930 - Property Tax	866.51
9945 - Sales Tax-Other-For Reimb.	4.35
Total 9900 - Taxes	<u>2,075.20</u>
Total Other Expense	<u>183,700.74</u>
Net Other Income	<u>-182,450.08</u>
Net Income	<u>855,561.45</u>



SCHEDULE 2.5
Absence of Certain Changes

None

SCHEDULE 2.7
Leases & Fixed Assets

Leases:

Lease Agreement dated December 15, 2017 by and between Seller and P.D.G. Electric, LLC for the premises located at 6114 33rd Street East, Bradenton, FL 34203 (Attached) Current rent: \$13,536.81 per month, managed by: Brian D. Burghardt. Contact: 941-962-8460.

Lease Addendum Agreement dated October 11, 2018 by and between Seller and P.D.G. Electric, LLC for the premises located at 6114 33rd Street East, Bradenton, FL 34203 (Attached) Current rent: \$13,536.81 per month, managed by: Brian D. Burghardt. Contact: 941-962-8460

Fixed Assets: See attached.

LEASE AGREEMENT

THIS INDENTURE OF LEASE, made this 15th day of December_____, 2017, by and between P. D. G. ELECTRIC, LLC whose address is 6112 33rd Street East #102, Bradenton, Florida 34203, hereinafter referred to collectively as "LESSOR", and L.O.V. Finish Care, hereinafter referred to as "LESSEE".

WITNESETH:

Lessor, in consideration of the rents to be paid and the covenants and conditions to be performed by the lessee, does hereby lease, devise and let unto the said lessee, the said lessee does hereby lease and take from the said lessor, the premises described as: 6114 33rd Street East, Bradenton, Florida 34203 situated in Manatee County, Florida, upon the following terms and conditions:

ARTICLE 1
Terms of Lease

This lease shall be for a period of 36 months commencing January 1, 2018 and ending December 31, 2021

- 1.1) Rent. Lessee covenants and agrees to pay to Lessor as rent for the leased premises Four Hundred Eighty Seven Thousand Three Hundred Twenty Five Dollars and Sixteen Cents (\$487,325.16) payable in monthly installments in advance on the first day of the month according to the following schedule: \$3,444
- (a) Thirteen Thousand Five Hundred Thirty Six Dollars and Eighty One Cents (\$13,536.81) per month subject to the terms of paragraph 1.4 below. Beginning February 1, 2018.
 - (b) In the event that lessee continues occupancy of the premises after the period of this lease has expired, which tenancy shall be on a monthly basis, and can be terminated on thirty (30) days notice by either party unless otherwise agreed in writing, the monthly payments shall be subject to the terms of paragraph 1.4, payable in advance of the first day of the month.
 - (c) Lessor acknowledges receipt of the sum of Four Thousand One Hundred Fifty Dollars (\$4,150.00) as a security deposit against the breach of any of Lessee's promises or covenants contained herein, and in the event of such breach, Lessor shall have the right to apply such security deposit not to be considered as liquidated damages, and said security deposit, in the event Lessee performs all of its promises and covenants contained herein, to be returned to the Lessee at the expiration of the term of this lease, or the renewal if the lease is renewed. Lessor shall not be obligated to pay any interest or any other sums to Lessee for the use of the monies for the security deposit during the period that they are held by the Lessor. Lessor shall not be obligated to segregate such monies in his accounts, and may commingle them with other funds.
 - (d) On January 1, 2019 Tenant shall increase Security Deposit equal to (1) one months rent.
- 1.2) Rental Sales Tax. In addition to the above rent, Lessee hereby agrees to pay to Lessor with each rental payment the sales tax (currently 6.5%) imposed by the State of Florida on rental payments during the term of this lease.

1.3) Taxes to be Paid by Lessor. Lessor covenants and agrees to pay all real estate taxes and assessments imposed on the leased premises. Provided, however, Lessee shall pay as additional rental to Lessor any increase in such taxes and assessments pertaining to the leased premises over and above 110% of the amounts paid by the Lessor for the calendar year beginning at this lease inception, the amount of such increase to be paid annually with the January rental payment.

1.4) Adjustment to Basic Monthly Rental for Increase in Cost of Living. On the one year anniversary date and on each and every year thereafter during the term of this Lease, the monthly rental required under 1.1) (c), hereinafter called the "basic monthly rental", shall never be less than as set forth in Paragraph 1.1)(c) and once increased pursuant to the provisions of this paragraph, shall never thereafter be decreased. Subject to the foregoing, the basic monthly rental shall be adjusted in the following manner to reflect increases in the cost of living, or 5%, whichever is greater. For purposes of calculating the adjustment of the basic monthly rental due hereunder, reference is made to the Index No. of Retail Commodity Prices designated as "The Consumer Price Index" -- U.S. City Average, All Items (1982-84=100), prepared by the Bureau of Labor Statistics of the U.S. Department of Labor in which such index numbers are published, hereinafter referred to as the "index". The adjustments to the basic monthly rental shall be determined by multiplying the basic monthly rental as it may have been previously adjusted upward pursuant hereto from time to time, by a fraction, the numerator of which shall be the Index figure indicated for the month immediately preceding the end of the one year term, and the denominator of which shall be the basic standard Index figure of such Index for the month of this lease commencement. The product of such multiplication shall be the amount of the monthly rental payments to be made hereunder for the succeeding one-year period until the next computation provided for hereunder shall be made. In the event that the Bureau of Labor Statistics shall change the base period (1982-84=100), there shall be substituted for the Index as of the commencement of this Lease, a comparable figure under the new base period as set forth in publications of the Bureau of Labor Statistics. In the event that the U.S. Department of Labor shall discontinue the calculation or publication of said Consumer Price Index, the adjustment of rental thereafter shall be according to the most comparable commodity index or available statistics on the purchasing power of the consumer dollar as published by a U.S. government agency. If there be no Consumer Price Index or comparable successor thereto, and in the event the parties cannot agree upon another selection, then the increase contemplated herein shall be established by arbitration as elsewhere herein provided.

1.5) Common Area Maintenance. Beginning on the Commencement Date and continuing for the entire term hereof, Tenant shall pay to Landlord, as additional Rent, Tenant's pro rata share of the maintenance of the common areas including landscaping, paving maintenance, lighting maintenance and irrigation, Landlord's Taxes (defined above in section 1.2) (collectively the "CAM"). No later than September 30th of each year during the Primary Term and Extended Terms, Landlord shall deliver in writing to Tenant a statement of projected CAM for the Premises for the upcoming calendar year and Tenant's annualized share of same. Tenant shall pay said estimate by the tenth (10th) day of each month and every calendar month with Tenant's rent.

ARTICLE 2

Improvements and Maintenance

2.1) Maintenance, Care and Repair. Lessee hereby accepts the leasehold premises in the conditions they are in at the beginning of this Lease and agrees to maintain the said premises in the same general condition, order and repair as they are in at the commencement of said term, excepting only reasonable wear and tear arising from the use thereof, and to make all necessary and appropriate repairs promptly at its expense for any damage to water or plumbing apparatus, electrical lights, or any fixtures, appliances or appurtenances located within the leased premises. Lessor or their agents shall have the right to enter the

premises during all reasonable hours to examine the same. Lessee further covenants and agrees to keep the premises at all times during the term of this Lease in a safe condition and in good repair and order, and further covenants and agrees to use all reasonable precautions to prevent waste, damage, or injury.

2.2) Improvements and Alterations. The Lessor agrees that Lessee may make, at its own expense, minor or non-structural alterations, repairs, replacements or additions to the interior of the building on the demised premises provided:

- (a) Any such alterations, repairs, replacement or additions shall not lessen the value of the said building as it shall be at the commencement of this lease; and
- (b) The Lessee will perform such alterations, repairs, replacements or additions in accordance with the statutes, ordinances, rules and regulations and order of all public or quasi-public authorities having jurisdiction thereof and in accordance with the rules and regulations of the local board of fire insurance underwriters; and
- (c) At all reasonable times during the progress of such construction work, Lessor or persons authorized by Lessor shall have the right to go upon said premises for the purpose of inspecting the construction work then in progress.
- (d) Lessee shall at the expiration of the term of the lease, and at his expense, remove any partitions constructed by Lessee only upon request by Landlord, and in the event Lessor requests the removal of partitions construction by Lessee he must at his expense make any repairs necessary to correct damage caused by the installation or removal of any said partitions.

Lessee covenants and agrees with the Lessor that the Lessee shall not make any material additions or alterations or structural changes in or about the leased premises, without first submitting plans and specifications thereof to the Lessor and obtaining such written consent and approval of the Lessor. Upon obtaining such written approval, Lessee may make such additions or alterations at his sole cost and expense, and providing that such additions or alterations do not damage the building or endanger its support or stability. Such additions, alterations or improvements (except trade fixtures, machinery and portable type air conditioning units), put in at the expense of Lessee as aforesaid, shall be and become a part of the lease premises and shall remain upon and be surrendered with the premises at the termination of this Lease, as the property of the Lessor.

Lessee shall not suffer or permit any mechanic's or materialmen's liens on the subject premises as a result of such additions or alterations or improvement and shall save and hold the Landlord harmless in connection therewith. In the event of any claim of lien being filed, Lessee shall immediately cause same to be removed to a bond in accordance with the Mechanics' Lien Law of the State of Florida, and in the event of Lessee's failure to so bond such lien within ten (10) days after the filing of the same, Lessor shall have the right to so do in the place and stead of Lessee and add the cost of such bond to the rental. The posting of such bond by Lessor shall not be considered as a waiver by Lessor of Lessee's default hereunder.

2.3) Fences. No fences may be erected on the leased premises without the Lessors prior written approval, unless the location is specifically described in Exhibit "A", and described specifically as to type, height, and quality.

2.4) Late Payment of Rent. If any installment of fixed or additional rent is not paid within ten (10) days after notice that the same was due, it shall bear interest from the due date at the commercial rate, as it may be adjusted from time to time, plus two (2) percent per annum, but in no event more than the maximum rate of interest allowed by law, the payment of which shall be additional rent.

ARTICLE 3

Utilities

3.1) Lessee shall pay for all utilities, including, without limitation thereof, water, and electricity consumed or incurred on the lease premises during the term hereof, or any holding over hereunder, and Lessor shall not be responsible for any failure or suspension of service thereon. Lessee agrees that no use shall be made of the demised premises which will increase existing rates of insurance upon the building upon the demised premises, or cause the cancellation of any insurance policy covering the demised premises or any part hereof and in the event the existing rate of insurance on such building is increased due to the use of the demised premises by the Lessee. Lessor shall have the right to charge to the Lessee the amount of such increase and receive payment of the same, together with the next monthly installment of rent coming due. Lessee further agrees that he shall not sell or permit to be kept, used or sold in or about the premises, any articles that may be prohibited by standard form of fire insurance policies.

ARTICLE 4
Indemnity and Insurance

4.1) Liability and Insurance. Lessee hereby covenants and agrees to hold Lessor in harmless from all claims, damages, suits or causes of action resulting from injury to persons or property and arising thereon out of the use, occupancy or condition of the lease premises; and to carry, maintain and deposit proof with the Lessor of public liability insurance in form and with a company satisfactory to Lessor, insuring Lessor as their interest may appear, against liability in an amount no less than \$300,000.00 combined single limit for bodily injury and property damage per occurrence. Lessee shall provide Lessor copy of said liability insurance immediately upon procuring the same.

4.2) Fire Insurance. It is understood and agreed that Lessor is not required to carry fire or extended coverage insurance on the leased premises, and that Lessor shall not be liable for any loss or damage to Lessee by reason of fire or other casualty.

ARTICLE 5
Use of Premises

5.1) Use of Premises. It is understood and agreed that the premises leased hereby are to be used by the Lessee for the purpose of manufacturing of cleaning products and all activities incidental thereto or connected therewith, by the premises may not be used for any other purpose or purposes without first obtaining the prior written consent of Lessor, such consent, however, not to be unreasonable withheld. Lessee further agrees that Lessee will not use said premises, or permit the same to be used for any unlawful, immoral, obnoxious or offensive business or practice.

ARTICLE 6
Common Areas and Parking

6.1) Use of Common Areas. Lessee shall have a non-exclusive right, in common with other tenants of Lessor and with customers, employees, service personnel and clients of other tenants of Lessor to use the driveways, parking areas and other portions of the Lessors property at 33rd Street East not leased to other Lessees or used exclusively by Lessor. Lessor further reserves the right to make and establish reasonable regulations for the use of said common areas, which shall be binding upon Lessee.

ARTICLE 7

Destruction of Premises

7.1) Destruction of Premises. In the event the premises be destroyed or damaged by fire or other casualty during the life of this Agreement, whereby the same shall be rendered untenable then Lessor shall have the right to render said premises tenantable by repairs commenced within sixty days from the occurrence of said casualty. Lessee shall not be obligated to pay the rent to Lessor as provided herein during such period of time as the premises shall be untenable. If the premises are not rendered tenantable within sixty (60) days from the date of such damage or destruction, it shall be optional with either party hereto to cancel this Lease and in the event of such cancellation, the rent shall be paid only to the day of such fire or other casualty and thereupon any prepaid rent shall be returned to Lessee.

7.2) Cancellation. The cancellation mentioned herein shall be evidenced in writing. Lessor shall notify Lessee in writing within thirty days after such damage or destruction of the leased premises as to whether Lessor shall make the premises tenantable commencing within sixty days from the occurrence of such damage or destruction, and, if Lessor shall indicate that they will not make such premises tenantable, Lessee may cancel this lease.

7.3) Damages to Property. All personal property, fixtures and equipment placed or moved into or on the leased premises shall be at the risk of Lessee or the owners thereon and Lessor shall not be liable for any damage to said personal property.

ARTICLE 8 Subleasing

8.1) Sublease, Assignment. It is mutually agreed that Lessee may not sublease, sublet or assign all or any part of the leased premises except with the written permission and consent of Lessor, which shall not be unreasonably withheld, and any such subleasing or assignment, even with the approval of Lessor, shall not relieve Lessee from liability for the payment of the rental herein provided or from their obligations to keep, perform and be bound by the terms, conditions and covenants of this Agreement. The acceptance of rent by Lessor from any other person shall not be deemed to be a waiver of any of the provisions of this paragraph, or be deemed consent to the subletting or assignment of the premises.

ARTICLE 9 Default and Breach

9.1) Default. The prompt payment of the rent for the premises leased upon the date named and the faithful observance of the rules, requirements, covenants and conditions of this Lease, which are hereby made a part of the covenants, are the conditions upon which this Lease is made. Any failure upon the part of the Lessee to comply with the terms and conditions of this Lease shall, at the option of the Lessor, be a default of this Lease and all of the rights of the defaulting party hereunder. In addition, either the appointment of a receiver to take possession of all, substantially all, of the Lessee's property; or a general assignment of Lessee for the benefit of creditors; or any action taken or suffered by Lessee under any insolvency or bankruptcy act shall also constitute a breach of this lease by the Lessee.

Upon default by Lessee, Lessor or their agents or attorneys shall have, at their option, the right to:

- (a) Treat the lease as terminated and resume possession of the premises, having immediate right of re-entry and may remove all persons and property from the premises, and may store such property in a public warehouse or elsewhere at the cost of and for the account of the Lessee; or
- (b) Lessor may re-take possession of the premises for the account of the Lessee and re-let the premises, or

any part thereof, for such term or terms and at such rental and upon such other terms and conditions as the Lessor may deem advisable, in which event the rents received by the Lessor from re-letting shall be applied first to the payment of such expense as the Lessor may be put to in re-entering, and then to the payment of the rent due under this lease, the balance, if any, shall be paid over to the lessee, who shall remain liable for any deficiency; or

- (c) Lessor may stand by and do nothing and shall have the right to sue the Lessee as each installment of rent matures, or accelerate the balance of installments due and sue for same.

Before either party shall be entitled to declare a default of this Lease for the breach of any covenant herein contained, other than the covenant for prompt payment of rent, the party asserting such default shall first send to the defaulting party a written notice specifying the covenant that has been breached and demanding that such breach be remedied or remedy provided for within ten (10) days from the receipt of the written notice. The defaulting party shall have ten (10) days from the receipt of such notice within which to remedy or provide for the remedy of such default or breach.

9.2) Costs of Enforcing Lease. It is agreed that in the event of a default by Lessee under the terms of this Lease, the Lessee shall bear all costs, including a reasonable attorney's fee for collection, trial or appellate proceedings, which may be incurred by the Lessor in enforcing the terms and provisions of this agreement of their rights there under.

9.3) Delivery of Notice. It is understood and agreed between the parties hereto that written notice mailed or delivered to the premises leased hereunder shall constitute sufficient notice to Lessee and its guarantors and that written notice mailed or delivered to the Lessor at the address set forth on Page 1 of this Lease Agreement shall constitute sufficient notice to Lessor in compliance with the terms of this agreement.

9.4) Cumulative Rights. Rights of the Lessor hereunder shall be cumulative, and failure on the part of Lessor to exercise promptly any rights given hereunder shall not operate to forfeit any of said rights, provided the default of the Lessee has not been remedied at such time.

9.5) Failure to Pay Rent or Charge Shall Constitute Lien. It is further understood and agreed between the parties hereto that failure on the part of Lessee to make any payment of rent or other charge when due shall immediately vest in Lessor a lien on property of Lessee located on the premises as security for payment of such rent and charges.

ARTICLE 10

General

10.1) Compliance with Laws. Lessee warrants and represents to Lessor that it shall use the leased premises in pursuance with all laws and ordinances now or hereinafter applicable, and shall comply with all laws relating to health, nuisance and fire, so far as the premises leased are or may be concerned, and to abide by the reasonable directions and requirements of insurance companies carrying insurance on the premises.

10.2) Survey and Condition. The leased premises are leased subject to any and all conditions that any accurate survey may disclose, and Lessee represents that he has examined and know the condition of said premises, and no representations as to the condition or repair thereof have been made by the Landlord, nor any of their agents, prior to or at the execution of this Lease.

10.3) Subordination. Lessee covenants, acknowledges and agrees that this Lease shall be subordinate at all time to the lien of the mortgages, if any, now encumbering the leased premises, and to any renewal or extension of said mortgages. This Lease shall be further subjected and subordinate at all times to the lien of all mortgages, which at any time hereafter may be made a first or consolidated lien upon the leased premises. Lessee further agrees to subordinate this Lease to any further mortgage procured by Lessor on the leased premises.

10.4) Entry Upon Premises. The Lessee agrees that the Lessor may at reasonable time or times during the business hours of the Lessee; enter upon the demised premises for the purpose of inspecting the same, or to make necessary repairs. The Lessee agrees to permit the Lessor and the Lessors agents, hereby granted to place in one or more conspicuous places upon the exterior of the premises signs and advertising the premises "For Sale" and "To Let", provided that said signs shall not obstruct the windows of or entrances to the demised premises or otherwise interfere with the operation of the Lessee's business. Lessee further agrees to allow the Lessor to enter upon the premises at all reasonable times for the purpose of showing the premises to prospective future lessees or purchasers and for the purpose of installing or servicing electrical wiring, telephone, or other type cable which must cross the demised premises for the purpose of rendering service to adjacent premises.

10.5) Nuisance. Lessee warrants and represents to Lessor that it shall not permit or suffer any notice, disturbance, or nuisance whatsoever on said premises detrimental to the same or annoying to other occupants of the Lessors remaining property.

10.6) Entire Agreement. It is understood and agreed between the parties hereto that this agreement contains the entire agreement between the parties, and no oral agreements, or representations shall be binding upon them. It is understood and agreed between the parties that the terms and conditions hereof may be changed, altered or varied only by an instrument in writing and signed by the parties hereto.

10.7) Lessee shall have the right to extend this lease for an additional Three (3) years by sending written notice to the Lessor of their intent to renew.

10.7) Scope. This agreement shall inure to the benefit of and be binding upon the parties, their legal representative, heirs, successors and assigns.

ARTICLE 11 Environmental Matters

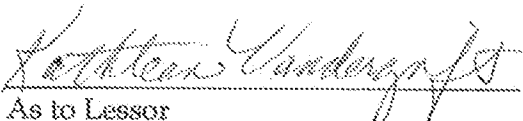
11.1) Environmental Matters. Lessor shall indemnify, defend and hold harmless Lessee and Lessee's Indemnities (as hereinafter defined), and any assignees, subtenants or successors to Lessee's interest in the Premises, their directors, officers, employees, and agents, from and against any and all losses, claims, suits, damages (including consequential damages), judgments, penalties, and liability (including, without limitation, all out-of-pocket litigation costs and reasonable attorneys' fees) directly or indirectly arising out of the presence, use, generation, storage, release, threatened release or disposal of Hazardous Materials on, in, under, to or from the Premises before or after the Commencement Date by or due to the actions or omissions of any person(s) or entity(ies) other than Lessee, or its agents and contractors.

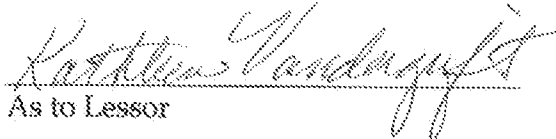
11.2) Lessor's indemnification obligation hereinabove set forth shall survive the expiration or earlier termination of this lease. As used in this Lease, the term "Lessee's Indemnities" shall mean Lessee's employees, officers, directors, managers, agents, shareholders, subsidiaries, affiliates, successors, partners or other owners. Lessee shall indemnify, defend and hold harmless Lessor and Lessor's Indemnities (as hereinafter defined) and assignees or successors to Lessor's interest in the Premises, their directors, officers, employees, and agents from and against any and all losses, claims, suits, damages (including consequential damages), judgments, penalties and liability (including, without limitation, all out-of-pocket litigation costs and reasonable attorneys' fees) directly or indirectly arising out of the presence, use, generation, storage, release or threatened release or disposal of Hazardous Materials on, in under or from the Premises by Lessee, its agents and contractors, provided that Lessor shall first demonstrate that any and all such loss, claim, suit, damage, judgment, penalty or liability arose on account of Hazardous Materials introduced by Lessee onto the Premises. As used in this Lease, the term "Lessor's Indemnities" shall mean Lessor's employees, officers, managers, agents, shareholders, partners or other owners

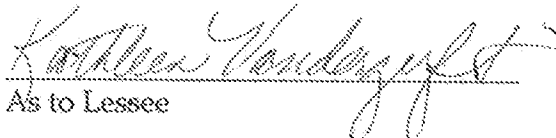
11.3) For the purpose of this Section, Hazardous Materials shall include but not be limited to substances defined as "hazardous substances", "hazardous materials", or "toxic substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801 et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq.; the common law; and any and all state, local or federal laws, rules, regulation and orders pertaining to environmental, public health or welfare matters, as the same may be amended or supplemented from time to time (collectively, the "Environmental Laws"). Any terms mentioned in this Lease which are defined in any applicable Environmental Laws shall have the meanings ascribed to such terms in such laws, provided, however, that if any such laws are amended so as to broaden any term defined therein, such broader meaning shall apply subsequent to the effective date of such amendment.

IN WITNESS WHEREOF, the parties hereto set their hands and seals the day of and year first above written.

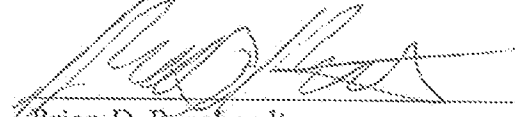
In the presence of:

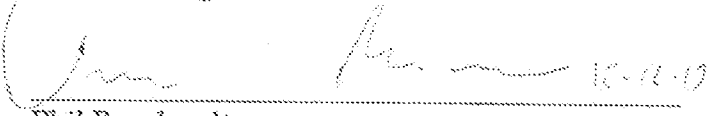

As to Lessor


As to Lessor

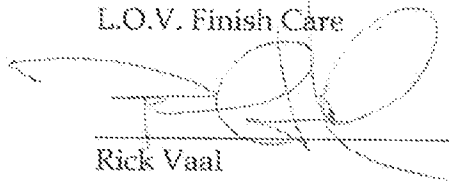

As to Lessee

P. D. G. ELECTRIC


Brian D. Burghardt


Phil Burghardt

L.O.V. Finish Care


Rick Vaal

12-18-17
Title

ADDENDUM TO LEASE

This addendum is executed this ___ day of October, 2018 between P.D.G. Electric, LLC hereafter referred to as "Lessor" and L.O.V. Finish Care, hereafter referred to as "Lessee."

Whereas, on December 15, 2017 the Lessee and Lessor entered into a lease for the premises located at 6112 33rd St E, Unit 102, Bradenton, Florida;

Whereas, the parties hereto desire to extend the term of the lease, but otherwise the terms and conditions of the lease remain in full force and effect;

It is agreed:

1. **EXTENSION OF TERM OF LEASE:** The lease currently expires on December 31, 2021 and this addendum shall allow the Lessee to exercise its option to renew the lease for an additional Two (2) Three (3) year periods. The rent shall be set at \$ ~~440~~ ³⁷⁰ per month for the first option period and for the second option period the rent shall be \$ ~~440~~ ²⁷⁰ per month.
2. **LEASE:** In all other respects the lease shall remain in full force and effect.
3. **ADJUSTMENT TO BASIC MONTHLY RENTAL FOR INCREASE IN COST OF LIVING.** On the one year anniversary date and on each and every year thereafter during the term of this Lease, the monthly rental required under 1.1) (c), hereinafter called the "basic monthly rental", shall never be less than as set forth in Paragraph 1.1)(c) and once increased pursuant to the provisions of this paragraph, shall never thereafter be decreased. Subject to the foregoing, the basic monthly rental shall be adjusted in the following manner to reflect increases in the cost of living, or 5%, whichever is greater. For purposes of calculating the adjustment of the basic monthly rental due hereunder, reference is made to the Index No. of Retail Commodity Prices designated as "The Consumer Price Index" -- U.S. City Average, All Items (1982-84=100), prepared by the Bureau of Labor Statistics of the U.S. Department of Labor in which such index numbers are published, hereinafter referred to as the "index". The adjustments to the basic monthly rental shall be determined by multiplying the basic monthly rental as it may have been previously adjusted upward pursuant hereto from time to time, by a fraction, the numerator of which shall be the Index figure indicated for the month immediately

preceding the end of the one year term, and the denominator of which shall be the basic standard Index figure of such Index for the month of this lease commencement. The product of such multiplication shall be the amount of the monthly rental payments to be made hereunder for the succeeding one-year period until the next computation provided for hereunder shall be made. In the event that the Bureau of Labor Statistics shall change the base period (1982-84=100), there shall be substituted for the Index as of the commencement of this Lease, a comparable figure under the new base period as set forth in publications of the Bureau of Labor Statistics. In the event that the U.S. Department of Labor shall discontinue the calculation or publication of said Consumer Price Index, the adjustment of rental thereafter shall be according to the most comparable commodity index or available statistics on the purchasing power of the consumer dollar as published by a U.S. government agency. If there be no Consumer Price Index or comparable successor thereto, and in the event the parties cannot agree upon another selection, then the increase contemplated herein shall be established by arbitration as elsewhere herein provided.

In Witness Whereof this addendum was executed the day and date written above.

Witnesses:

L.O.V. Finish Care

By: _____
RICK VAAL

Jesse Clemon
Jessica F. Jarman

P.D.G. ELECTRIC, LLC

By: _____
PHIL D. BURGHARDT

BRIAN D. BURGHARDT

LANDLORD'S CONSENT AND WAIVER AGREEMENT

THIS AGREEMENT, given this 11th day of October 2018, by P.D.G. ELECTRIC, LLC, a Florida limited liability company (the "Landlord") in favor of THE BANK OF TAMPA (the "Lender") and LOV FINISH CARE, INC., a Florida corporation (the "Borrower").

RECITALS

- A. Borrower has applied to Lender for a U.S. Small Business Administration guaranteed 7(a) Loan evidenced by a Promissory Note (the "Loan") to be secured by the tangible and intangible personal property of Borrower, including furniture, fixtures, equipment, inventory, machinery, chattel paper, accounts, instruments and general intangibles (the "Collateral").
- B. Borrower leases from Landlord, pursuant to a lease agreement dated December 15, 2017 (the "Lease") of certain property more particularly described as 6114 33rd Street East, Bradenton, FL 34203 (the "Premises").
- C. Borrower operates its business on the Premises and the Collateral is located on the Premises.
- D. Lender is willing to loan monies to Borrower only if Landlord (i) subordinates to Lender Lessor's interest, if any, in the Collateral; (ii) provides Lender written notice of default and reasonable opportunity to cure the default; (iii) and allows Lender the right to take possession and dispose of or remove the Collateral;

AGREED

1. Any and all rights, including, but not limited to, the rights of foreclosure, levy, execution, sale and distraint for unpaid rent or other rights arising under real property law or by contract, which Landlord now has or may hereafter acquire on or in any of the Collateral presently and hereafter located at the Premises are hereby waived as to Lender and shall be subordinate and inferior to the rights of Lender with respect to the Collateral.
2. The Collateral shall at all times be considered to be personal property and shall not constitute fixtures or become a part of the aforementioned Premises. Lender may, at all reasonable times, enter upon the Premises to inspect the Collateral. Nothing herein or elsewhere shall be deemed to prevent Lender from abandoning to the Landlord or to the Borrower all or any part of the Collateral which cannot, in the opinion of Lender, be economically removed from the Premises.
3. In the event of default by Borrower in the payment of any indebtedness owed to Lender, or its assigns, or in the event of default by Borrower in the performance of any of the terms and conditions of any documents securing said indebtedness, or any extensions of renewals thereof,

Lender, or its assigns, may (a) remove the Collateral, or any part thereof, from the Premises, or (b) have access to the Premises to facilitate the liquidation of the collateral on the Premises, (c) take possession of the Premises and keep the Premises open and operational, whereupon Lender shall, at its option, become the lessee under the Lease or execute a new lease between Lender and Landlord for the balance of the remaining lease term, upon the same terms and conditions as the Lease. Lender shall not be obligated to pay rent under the Lease unless Lender, or its successor or assign, takes possession of the Premises for the purpose of operating the Borrower's business thereon.

4. Landlord will provide to the United States Small Business Administration ("SBA") and Lender a minimum of sixty (60) days written notice of default by Borrower under the terms of the Lease and the option, to be exercised in the sole discretion of the Lender or the SBA, to cure said default within a reasonable time from receipt of said notice.

5. Any notice or demand by which a provision of this Agreement is required or provided to be given shall be deemed to have been sufficiently given or served by sending all papers by certified or registered mail, postage and registration fees prepaid to the parties hereto as follows:

Landlord: P.D.G. Electric, LLC
Address: 6112 33rd Street East #102
Bradenton, FL 34203

Tenant: LOV Finish Care Inc.
Address: 6114 33rd Street East
Bradenton, FL 34203

Lender: The Bank of Tampa
Address: 601 Bayshore Blvd.
Tampa, FL 33606

6. Landlord will notify any purchaser or transferee of the Premises of the existence of this Agreement.

7. This Agreement is assignable by Lender and shall be binding upon the executors, administrators, successors, transferees or assignees of Landlord and shall inure to the benefit of the successors and assigns of the Lender.

8. This Agreement may be recorded by the Borrower and/or the Lender.

IN WITNESS WHEREOF, the undersigned has executed this Landlord's Consent and Waiver Agreement the day and year first above written.

Signed, sealed and delivered
in the presence of:

LANDLORD:

P.D.G. ELECTRIC, LLC, a Florida limited liability company

BY: [Signature]
Printed Name: Phil Burchas Partner
Title: Partner

[Signature]
Printed Name: Stephanie Smith

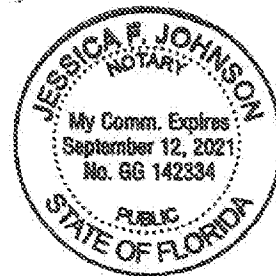
[Signature]
Printed Name: Jesenia Orqueira

STATE OF FLORIDA
COUNTY OF Florida

The foregoing was acknowledged before me this 11th day of October, 2018, by Phil Burchas Partner of P.D.G. Electric, LLC, a Florida limited liability company, who is personally known to me or who produced FLDL as identification.

(Seal)

[Signature]
NOTARY PUBLIC



BORROWER:

LOV FINISH CARE, INC., a Florida corporation

BY: _____
RICK L. VAAL, President

Printed Name: _____

Printed Name: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing was acknowledged before me this _____ day of _____, 2018,
by Rick L. Vaal as President of LOV Finish Care, Inc. a Florida corporation, who is personally
known to me or who produced _____ as identification.

(Seal)

NOTARY PUBLIC

LENDER:

THE BANK OF TAMPA

Printed Name: _____

BY: _____

Printed Name: _____

Title: _____

Printed Name: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing was acknowledged before me this _____ day of _____, 2018, by
_____ as _____ of THE BANK OF TAMPA, who is
personally known to me or who produced _____ as identification.

(Seal)

NOTARY PUBLIC

ASSET LIST

<u>Description</u>	<u>Quantity</u>	<u>Make/Model</u>	<u>Serial Number</u>	<u>Liquidation Value</u>
Fork Lift	1	YALE	N494704	\$ 2,000.00
Fork Lift	1	Nissan	MCPLOIA15LV	\$ 8,000.00
Fork Lift	1	Nissan	MCPLF2A256V	\$ 10,000.00
mixing machine #1	1	INCO	W13H106A0178L	\$ 6,000.00
mixing machine #2	1	INCO	R1805A2049	\$ 6,000.00
mixing machine #3	1	INCO	MNVSIMX254TD	\$ 6,000.00
labeling machine Round	1	Universal Labeling	R31OH	\$ 1,500.00
Label Printer	1	Universal Labeling	LTWPLCA8761	\$ 2,500.00
Labeling Machine	1	TBD	4155080	\$ 35,000.00
Labeling Machine	1	Ninette	19041801RL	\$ 4,000.00
Labeling Machine	1	Ninette	19041802RL	\$ 4,000.00
Heat Induction	1	Entercon		\$ 5,500.00
Water Filtration System	1	Culigan	1X440	\$ 10,000.00
Sub-Total				\$ 100,500.00
mixing blade	1	N/A	N/A	\$ 125.00
drill press	1	N/A	N/A	\$ 100.00
filling machine	1	N/A	N/A	\$ 600.00
filling machine	1	N/A	N/A	\$ 600.00
filling machine	1	N/A	N/A	\$ 600.00
filling machine	1	N/A	N/A	\$ 600.00
filling machine	1	N/A	N/A	\$ 600.00
filling machine	1	N/A	N/A	\$ 250.00
filling machine	1	N/A	N/A	\$ 250.00
paper wrapper	1	N/A	N/A	\$ 600.00
125 gallon tank	4	N/A	N/A	\$ 2,000.00
Air compressor	1	N/A	N/A	\$ 2,500.00
Date Coding Head (24x24)	1	N/A	N/A	\$ 1,200.00
Sub-Total				\$ 10,025.00
stools	1	N/A	N/A	\$ 30.00
warehouse cart	1	N/A	N/A	\$ 50.00
packing table	1	N/A	N/A	\$ 50.00
office shelving	1	N/A	N/A	\$ 500.00
label shelving	1	N/A	N/A	\$ 100.00
Warehouse Storage Racks	1	N/A	No serial numbers	\$ 5,250.00
Racks uprights, beams & decks	1	N/A	N/A	\$ 1,250.00
Storage Racks	1	N/A	N/A	\$ 3,500.00
Exterior Storage Leanto	1	N/A	N/A	\$ 1,000.00
Carport	1	N/A	N/A	\$ 1,500.00
S.S. Sink & Table	1	N/A	N/A	\$ 400.00

Aluminum Tables	1	N/A	N/A	\$	1,250.00
refrigerator	1	N/A	N/A	\$	200.00
a/c unit	1	N/A	N/A	\$	825.00
Sub-Total				\$	15,905.00
office desk	6	N/A	N/A	\$	250.00
desk	1	N/A	N/A	\$	750.00
desk	1	N/A	N/A	\$	1,100.00
Showroom shelving	1	N/A	No serial numbers	\$	3,250.00
furniture	1	N/A	N/A	\$	150.00
furniture	1	N/A	N/A	\$	375.00
Conference Rm Chairs	6	N/A	N/A	\$	750.00
Conference Rm Chairs	2	N/A	N/A	\$	250.00
Sub-Total				\$	6,875.00
computer Server	1	N/A	N/A	\$	1,004.40
Computer	1	N/A	N/A	\$	382.50
Computer	1	N/A	N/A	\$	292.50
Computer	1	N/A	N/A	\$	82.20
Computer	1	N/A	N/A	\$	255.60
Computer	1	N/A	N/A	\$	324.90
Computer	1	N/A	N/A	\$	96.90
Computer	1	N/A	N/A	\$	599.10
Computer	1	N/A	N/A	\$	244.20
computer parts	1	N/A	N/A	\$	171.60
led monitor db	1	N/A	N/A	\$	180.00
laptop	1	N/A	N/A	\$	469.20
router battery backup	1	N/A	N/A	\$	30.00
printer server	1	N/A	N/A	\$	39.00
Brother Printer	1	N/A	N/A	\$	105.93
software	1	N/A	N/A	\$	1,103.00
routers	1	N/A	N/A	\$	307.00
equipment software	1	N/A	N/A	\$	100.00
equipment software	1	N/A	N/A	\$	199.00
equipment software	1	N/A	N/A	\$	320.00
equipment software	1	N/A	N/A	\$	245.00
equipment software	1	N/A	N/A	\$	243.00
equipment software	1	N/A	N/A	\$	808.00
equipment software	1	N/A	N/A	\$	485.00
equipment software	1	N/A	N/A	\$	150.00
equipment software	1	N/A	N/A	\$	671.00
equipment software	1	N/A	N/A	\$	189.00
equipment software	1	N/A	N/A	\$	274.00
Filling System Software	1	N/A	N/A	\$	480.00
QuickBooks Enterprise	1	N/A	N/A	\$	3,502.00
Sub-Total				\$	13,354.03
TOTAL VALUE				\$	146,659.03



SCHEDULE 2.9(a)
Intellectual Property

1. The name: “Love Finish Care” and “The Lab Zone” and any logos associated thereto.
2. Patents: None.
3. Proprietary Products, along with formulas, recipes, ingredients, and product methods:
See Attached (all formulas are listed in the QuickBooks Data Set under Items List – GAL)
4. Trademarks: See Attached
 - a. PTO US Registration 5,497,737 (6/19/18)
 - b. PTO US Registration 4,395,685 (9/3/13)
 - c. PTO US Registration 4,395,687 (9/3/13)
 - d. PTO US Registration 4,395,691 (9/3/13)
5. Copyright registrations or pending applications: None.
6. Licenses:
 - a. QuickBooks
 - b. Office 365
7. Website/Social Media
 - a. <https://www.thelabzone.com/>
 - b. <https://us1096035621.fm.alibaba.com/>
 - c. Fourstarproducts.com
 - d. Sonus-theperfectshine.com
 - e. Ultima-clearlydifferent.com
 - f. Premiumfinishcare.org
 - g. Facebook
 - i. Premium Finish Care
 - ii. Ultima Clearly Different

United States of America

United States Patent and Trademark Office

ULTIMA

Reg. No. 5,497,737

Registered Jun. 19, 2018

Int. Cl.: 3

Trademark

Principal Register

LOV FINISH CARE, INC. (FLORIDA CORPORATION)
6110 33rd Street East
Bradenton, FLORIDA 34203

CLASS 3: All-purpose cleaners; Automobile polish; Automobile polishes; Automobile and car wax preparations; Automobile tire cleaning and polishing preparations; Biotechnological chemical and spray cleaners for industrial and household applications such as stain removal, odor elimination, and bioremediation of many types of organic and hydrocarbon-based materials; Carnauba wax for automotive use; Carpet cleaners; Carpet cleaners with deodorizer; Carpet shampoo; Cleaning preparations for automobiles; Glass cleaning preparations; Kits for removing scratches from automotive finishes and metal trims comprised of buffing compound for automobiles and also including wool buffing pads; Leather cleaning preparations; Leather preserving polishes; Metal polishes; Metal polishing and cleaning preparations; Polymer sealant for cleaning, shining and protecting automobile exterior surfaces; Preservative creams for leather; Waterless spray for the cleaning and waxing of vehicles; Automobile cleaners; Automobile wax; Automobile carpet and upholstery cleaning preparations; Automobile, tire, glass and wheel cleaning preparations; Glass cleaners; Non-medicated waterless soap; Upholstery cleaners

FIRST USE 3-1-2008; IN COMMERCE 3-1-2008

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT STYLE, SIZE OR COLOR

OWNER OF U.S. REG. NO. 4395687

SER. NO. 87-687,500, FILED 11-16-2017



Andrei Iancu

Director of the United States
Patent and Trademark Office

TRADEMARK
REEL: 007037 FRAME: 0805

SCHEDULE 2.10(a)
Designated Contracts

1. Lease Agreements identified in Schedule 2.7 herein.
2. Open Customer Contracts, including oral agreements: GoDaddy for website
3. Vendor Agreements: None.
4. Employment agreements: None.
5. Other Agreements: Software License Agreements identified in Schedule 2.9(a) herein.

SCHEDULE 2.10(b)
Designated Contracts – Material Breach

None.

SCHEDULE 2.12
Litigation/Compliance with Law

None.

SCHEDULE 2.13(a)
Employees

1. Listing of Employees/Consultants: See Attached list
2. Employment Contracts: None.
3. Employee Former Restrictive Agreements: None.
4. Notice of Terminations: None.

<u>Employee name</u>	<u>Position/Title</u>	<u>Compensation</u>	<u>Full time/Part time</u>	<u>Salary or Hourly</u>
Omar Cisneros	Warehouse Associate	\$14.50/hr	Full time	Hourly
Eriberto Garcia	Warehouse Associate	\$13.00/hr	Full time	Hourly
Jose Garcia	Warehouse Associate	\$14.00/hr	Full time	Hourly
Gloria Jaimes Domingue	Warehouse Associate	\$13.00/hr	Full time	Hourly
Jaimes Josefina	Warehouse Associate	\$12.00/hr	Full time	Hourly
Alicia Larios	Warehouse Associate	\$12.00/hr	Full time	Hourly
Romualdo Longino Tejeda	Warehouse Associate	\$13.00/hr	Full time	Hourly
Juan Lozano	Warehouse Associate	\$15.50/hr	Full time	Hourly
Noemy V Medina	Warehouse Associate	\$11.00/hr	Full time	Hourly
Victor Mendez	Warehouse Associate	\$13.00/hr	Full time	Hourly
Estuardo Molina	Warehouse Supervisor	\$22.00/hr	Full time	Hourly
Humberto Molina	Warehouse Associate	\$15.00/hr	Full time	Hourly
Munoz Rolando	Warehouse Associate	\$13.50/hr	Full time	Hourly
Simon Neria-Maya	Warehouse Associate	\$12.00/hr	Full time	Hourly
Yolanda Nunez	Warehouse Associate	\$14.00/hr	Full time	Hourly
Maria Ramirez Casia	Warehouse Associate	\$12.00/hr	Full time	Hourly
Erikson Ramos Munoz	Warehouse Associate	\$13.00/hr	Full time	Hourly
Griselda Reynoso Nunez	Warehouse Associate	\$13.00/hr	Full time	Hourly
Cecilia Roblero	Warehouse Associate	\$15.00/hr	Full time	Hourly
Mercedalia Salmeron	Warehouse Associate	\$12.00/hr	Full time	Hourly
Maria Urieta Avellanos	Warehouse Associate	\$11.00/hr	Full time	Hourly
Fey Zaragoza-Jaime	PT Warehouse /PT Asst to General Manager	\$15.00/hr	Full time	Hourly
<u>Employee name</u>	<u>Position/Title</u>	<u>Compensation</u>	<u>Full time/Part time</u>	<u>Salary or Hourly</u>
Rick Vaal	CEO	\$ 115,185.72	Full time	Salary
Rachel McLeese	Controller/Office Manager	\$ 60,000.20	Full time	Salary
Gary Jones	Operations/General Manager	\$ 79,999.92	Full time	Salary

Employee Last Name, First Name	Hire Date	Eligibility Date	as of 10/29/2019 Eligible Hours Available	as of 10/29/2019 Total Vacation Hours Available	Dates of Vacation	Total Hours Paid	Paid Holidays	Unpaid Absent Date	Unpaid Absent Date	Unpaid Absent Date	Paid Absent Date(s)	Total Vacation Hours Paid YTD	Total Vacation PAYOUT Paid	Possible Balance Vacation Hours To Roll-Over for Next Year
Cisneros, Omar	11/05/18	11/05/19	0.00	0.00	08/12/19-08/16/19	40.00	☒					40.00	0	0.00
Diaz, Carlos-rehire 10/29/19	05/03/18	05/03/19	40.00	0.00	6/26/2019-7/17/19 remaining days pd at end of employment 8/2/19	40.00	☒					40.00	0	0.00
Garcia, Eriberto-rehire 10/15/19	06/05/17	06/05/18	40.00	0.00	08/05/19-08/11/19	40.00	☒		1/7/2019	1/8/2019	2/11/2019	40.00	0	0.00
Garcia, Jose	11/28/17	11/28/18	40.00	32.00	6/4/2019	8.00	☒					8.00	0	32.00
Gloria Jaimes	04/03/19	04/03/20	0.00	0.00	X	0.00	☒					0.00	0	0.00
Jaimes, Josefina	05/03/18	05/03/19	40.00	0.00	2/11-2/15/19 8/12-8/18	80.00	☒		1/22/2019			80.00	0	0.00
Larios, Alicia	09/19/19	09/19/20	0.00	0.00	X	0.00	☒					0.00	0	0.00
Longino Tejada, Romuald	05/21/18	05/21/19	40.00	0.00	2/18-2/22/19 7/10/2019 08/12/19	40.00	☒		1/28/2019			40.00	0	0.00
Lozano, Juan	07/05/16	07/05/17	40.00	24.00	X	16.00	☒					16.00	0	24.00
Medina, Noemy	10/17/19	10/17/20	0.00	0.00	X	0.00	☒					0.00	0	0.00
Mendez, Victor	05/01/17	05/01/18	64.00	0.00	2/18-2/22/19 7/5/19	80.00	☒					80.00	0	0.00
Molina, Humberto	05/17/17	05/17/18	80.00	8.00	2/18-2/22/19 7/5/19	72.00	☒					72.00	32	8.00
Munoz, Rolando	05/01/17	05/01/18	40.00	0.00	08/05/19-08/05/19-2/18-2/22/19	80.00	☒					80.00	0	0.00
Nena-Maya, Simon	01/02/18	01/02/19	40.00	0.00	08/05/19-08/05/19-7/11-7/15/19	80.00	☒					80.00	0	0.00
Ramirez Casiano, Maria L	05/11/18	05/11/19	40.00	0.00	08/12/19-8/5/19	80.00	☒					80.00	0	0.00
Ramos, Erickson	04/24/19	04/24/20	0.00	0.00	08/19/19-8/11/19	40.00	☒					40.00	0	0.00
Reynoso, Griselda	04/09/19	04/09/20	0.00	0.00	08/23/19	40.00	☒					40.00	0	0.00
Roblero, Cecilia	03/22/18	03/22/19	40.00	0.00	2/18-2/22/19	40.00	☒					40.00	0	0.00
Salmeron Antonio, Mercedesia	09/26/19	09/26/20	0.00	0.00	X	0.00	☒					0.00	0	0.00
Uritea Avelaneda, Maria	09/26/19	09/26/20	0.00	0.00	X	0.00	☒					0.00	0	0.00
Zaragoza-Jaimes, Fey	06/11/18	06/11/19	40.00	0.00	2/18-2/22/19	40.00	☒					40.00	0	0.00
Jones, Gary-PDO's, Sick Days, Vac	01/01/10	01/01/11	184.00	184.00		0.00	☒					0.00	0	120.00
Molina, Estardo-PDO's, Sick Days, Vac	04/22/13	04/22/14	144.00	0.00		80.00	☒					80.00	80	0.00
McLeese, Rachel-PDO's, Sick Days, Vac	05/03/18	05/03/19	112.00	48.00		0.00	☒				86/03/19 10/2/19 10/3/19	0.00	0	48.00

The Lab Zone
Employee Eligibility Log

Variances due to company paid time off due to periods of slow work				1024.00	296.00		896.00							896.00	112.00	232.00
--	--	--	--	---------	--------	--	--------	--	--	--	--	--	--	--------	--------	--------

Schedule 2.14
Employee Benefit Plans

PTO/Vacation: See Attached List.

Employee Last Name, First Name	Hire Date	Eligibility Date	as of 10/29/2019 Eligible Hours Available	as of 10/29/2019 Total Vacation Hours Available	Dates of Vacation	Total Hours Paid	Paid Holidays	Unpaid Absent Date	Unpaid Absent Date	Unpaid Absent Date	Paid Absent Date(s)	Total Vacation Hours Paid YTD	Total Vacation PAYOUT Paid	Possible Balance Vacation Hours To Roll-Over for Next Year
Cisneros, Omar	11/05/18	11/05/19	0.00	0.00	08/12/19-08/16/19	40.00	☒					40.00	0	0.00
Diaz, Carlos-rehire 10/29/19	05/03/18	05/03/19	40.00	0.00	6/26/2019-7/17/19 remaining days pd at end of employment 8/2/19	40.00	☒					40.00	0	0.00
Garcia, Eriberto-rehire 10/15/19	06/05/17	06/05/18	40.00	0.00	08/05/19-08/11/19	40.00	☒	1/17/2019	1/8/2019	2/11/2019		40.00	0	0.00
Garcia, Jose	11/28/17	11/28/18	40.00	32.00	6/4/2019	8.00	☒					8.00	0	32.00
Gloria Jaimes	04/03/19	04/03/20	0.00	0.00	X	0.00	☒					0.00	0	0.00
Jaimes, Josefina	05/03/18	05/03/19	40.00	0.00	2/11-2/15/19 8/12-8/18	80.00	☒	1/22/2019				80.00	0	0.00
Larios, Alicia	09/19/19	09/19/20	0.00	0.00	X	0.00	☒					0.00	0	0.00
Longino-Rejeda, Romuald	05/21/18	05/21/19	40.00	0.00	2/18-2/22/19 7/10/2019 08/12/19	40.00	☒	1/28/2019				40.00	0	0.00
Lozano, Juan	07/05/16	07/05/17	40.00	24.00	X	16.00	☒					16.00	0	24.00
Medina, Noemy	10/17/19	10/17/20	0.00	0.00	X	0.00	☒					0.00	0	0.00
Mendez, Victor	05/01/17	05/01/18	64.00	0.00	2/18-2/22/19 08/12/19-7/5/19	80.00	☒					80.00	0	0.00
Molina, Humberto	05/17/17	05/17/18	80.00	8.00	2/18-2/22/19 7/5/19	72.00	☒					72.00	32	8.00
Munoz, Rolando	05/01/17	05/01/18	40.00	0.00	08/05/19-2/18-2/22/19	80.00	☒					80.00	0	0.00
Nena-Maya, Simon	01/02/18	01/02/19	40.00	0.00	08/05/19-7/11-7/15/19	80.00	☒					80.00	0	0.00
Ramirez Casiano, Maria L	05/11/18	05/11/19	40.00	0.00	08/12/19-8/5/19	80.00	☒					80.00	0	0.00
Ramos, Erickson	04/24/19	04/24/20	0.00	0.00	08/19/19-8/11/19	40.00	☒					40.00	0	0.00
Reynoso, Griselda	04/09/19	04/09/20	0.00	0.00	08/29/19	40.00	☒					40.00	0	0.00
Roblero, Cecilia	03/22/18	03/22/19	40.00	0.00	2/18-2/22/19	40.00	☒					40.00	0	0.00
Salmeron Antonio, Mercedesia	09/26/19	09/26/20	0.00	0.00	X	0.00	☒					0.00	0	0.00
Uritea Avelaneda, Maria	09/26/19	09/26/20	0.00	0.00	X	0.00	☒					0.00	0	0.00
Zaragoza-Jaimes, Fey	06/11/18	06/11/19	40.00	0.00	2/18-2/22/19	40.00	☒					40.00	0	0.00
Jones, Gary-PDO's, Sick Days, Vac	01/01/10	01/01/11	184.00	184.00		0.00	☒					0.00	0	120.00
Molina, Estardo-PDO's, Sick Days, Vac	04/22/13	04/22/14	144.00	0.00		80.00	☒					80.00	80	0.00
McLeese, Rachel-PDO's, Sick Days, Vac	05/03/18	05/03/19	112.00	48.00		0.00	☒				86/03/19 10/2/19 10/3/19	0.00	0	48.00

The Lab Zone
Employee Eligibility Log

Variences due to company paid time off due to periods of slow work				1024.00	296.00		896.00						896.00	112.00	232.00
--	--	--	--	---------	--------	--	--------	--	--	--	--	--	--------	--------	--------

SCHEDULE 2.17
Permits

None.

SCHEDULE 2.21
Insurance

Insurance Company	Type	Expiration Date
Hartford Insurance Company of the Midwest	Flood Insurance	10/18/2019
General Star Indemnity Co.	Property Insurance	1/27/2020
Evanston Insurance	Liability	1/27/2020
Associated Industries Insurance Company, Inc.	Workers Comp	11/27/2019

SCHEDULE 2.22
No Affiliated Transactions

Real Property Lease identified in Schedule 2.7.

SCHEDULE 7.1
Transferred Employees

Anticipated all Employees shall transfer. See list attached to Schedule 2.13.

BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT (this “Agreement”) is made as of December 6, 2019 effective at 12:01 AM (Effective Time), pursuant to that certain Asset Purchase Agreement (the “Asset Purchase Agreement”) of even date herewith, by and among Lov Finish Care, Inc. d/b/a The Lab Zone (the “Seller”), a Florida corporation with its principal place of business in Manatee County, Florida, and Rick Vaal (the “Seller Principal”) and George K Hood Legacy LLC, a Florida limited liability company (the “Purchaser”), and Russell Buchanan (the “Purchaser Principal”). The terms of the Asset Purchase Agreement are incorporated herein by reference and capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement.

WHEREAS, the purpose of this Agreement is for the Seller to sell, transfer, convey and deliver unto Purchaser, its successors and assigns, all of Seller’s right, title, and interest in and to the Assets as defined in the Asset Purchase Agreement, the Assets being owned by the Seller and used in the operation of the Seller’s Business as defined in the Asset Purchase Agreement; and for the Purchaser to purchase the Assets and assume only the Assumed Liabilities as defined in the Asset Purchase Agreement.

NOW, THEREFORE, in consideration of Purchaser’s payment of the Purchase Price and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably assigns, sells, transfers, conveys and delivers to Purchaser, its successors and assigns, free and clear of all liabilities other than Assumed Liabilities, and Purchaser hereby accepts from Seller, all of Seller’s right, title and interest in, to and under all of the Assets, which includes none of the Excluded Assets.

1. Subject to the terms of the Asset Purchase Agreement, Seller and Seller Principal, jointly and severally, represent, warrant, covenant and agree that Seller (i) owns and holds, and is hereby selling, transferring, conveying, assigning, and delivering to Purchaser, good and marketable title to all of the Assets free and clear of all liabilities, other than Assumed Liabilities, all as more particularly set forth in the Asset Purchase Agreement, and (ii) will warrant and defend the title to and the sale of the Assets against all and every person or persons whomsoever claiming against any or all of the same.

2. At any time and from time to time after the date hereof, at Purchaser’s request and without further consideration, Seller shall execute and deliver to Purchaser such other instruments of sale, transfer, conveyance, assignment and confirmation, provide such materials and information and take such other actions as Purchaser may reasonably deem necessary or desirable in order more effectively to transfer, convey and assign to Purchaser, and to confirm Purchaser’s title to, all of the Assets, and, to the full extent permitted by law, to put Purchaser in actual possession and operating control of the Assets and to assist Purchaser in exercising all rights with respect thereto.

3. This Bill of Sale is intended only to document the sale and assignment of the Acquired Assets to Buyer, and that the Asset Purchase Agreement is the exclusive source of the agreement and understanding between Seller and Buyer with respect to the Acquired Assets. Nothing in this Bill of Sale shall limit, expand or otherwise affect any of the representations, warranties or covenants contained in the Asset Purchase Agreement. To the extent any term or provision herein is inconsistent with the Asset Purchase Agreement, the terms and provisions of the Asset Purchase Agreement shall control.

4. No person other than Seller or Purchaser, or their respective successors and assigns, shall have any rights under this Agreement or the provisions contained herein. This Agreement may be executed in one or more counterparts, including electronic in a form like .pdf counterparts, each of which shall be deemed an original but all of which, taken together, shall constitute one and the same instrument. Delivery


of an executed counterpart of this Bill of Sale, Assignment and Assumption via electronic in a form like .pdf transmission shall be equally as effective as delivery of an original executed counterpart. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without regard to the conflict of law principles of any jurisdiction.

(signatures on following page)

IN WITNESS WHEREOF, the parties have executed this Bill of Sale, Assignment and Assumption Agreement effective as of the date first above written.

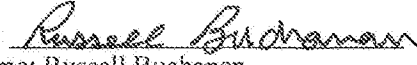
SELLER:

Lov Finish Care, Inc. d/b/a The Lab Zone

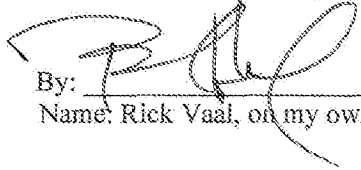
By: 
Name: Rick Vaal
Title: President

PURCHASER:

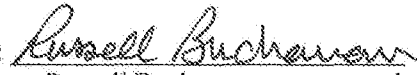
George K Hood Legacy LLC

By: 
Name: Russell Buchanan
Title: Manager

SELLER PRINCIPAL(S):

By: 
Name: Rick Vaal, on my own behalf

PURCHASER PRINCIPAL(S):

By: 
Name: Russell Buchanan, on my own behalf

[Signature Page to Bill of Sale]

The ownership of the following marks needs to be transferred per the asset purchase agreement which was signed as of December 6th, 2019 (**Relevant execution page is Page 3 for seller and Page 4 for buyer: attached**);

Language in the asset purchase agreement about the transfer of intellectual property can be found on page 46 (**as attached**) which defines the "Acquired Assets" per sub section (d) "all Intellectual Property and Trade Secrets" and subsection (j) "all goodwill";

in **Section 2.9 Intellectual Property (Page 27 attached)** it further states that "...all other trademarks, pending trademark applications, registered service marks, pending service mark applications, registered trade names and material common law marks..." should be specifically included in the definition of Intellectual Property

The Bill of Sale and Assignment and Assumption Agreement execution page is page 5 (as attached); and the Bill of Sale, Assignment and Assumption Agreement itself is attached as pages 173/174/175

Registration # / MARK / Registration Date / Type

1. 5497737 / ULTIMA / Registration Date 6.19.2018 / Word
2. 4810969 / GEL COAT LABS / Registration Date 9.15.2015 / logo (not word)
3. 4775358 / PREMIUM FINISH CARE / 7.21.2015 / logo (not word)
4. 4019076 / POLYCHARGER / 8.30.2011 / Word
5. 4395691 / SONUS THE PERFECT SHINE / 9.3.2013 / logo (not word)
6. 4395687 / ULTIMA / 9.3.2013 / logo (not word)
7. 4395685 / FOUR STAR 4 / 9.13.2013 / logo (not word)

If you have any questions please reach me at ben@thelabzone.com or call me at 404 558 8977

Thank you so much in advance for your help!

-Russ