

REAL ESTATE PURCHASE AGREEMENT

THIS REAL ESTATE PURCHASE AGREEMENT (this "Agreement") is made and entered into this 29th day of December, 2024 by and between Dominick and Jessica Carretta (the "Seller"), and mogul Technologies, Inc., a Delaware corporation.

RECITALS:

1. Seller is the owner of certain real property, together with all real property improvements located thereon and all fixtures and appurtenances attached thereto. The physical address of the Real Property is 32 Lakeside Drive, Ramsey, New Jersey, 07446.
2. Seller desires to sell, assign, transfer and convey the Real Property to Buyer, and Buyer desires to purchase and accept the Real Property from Seller.
3. Seller and Buyer desire to enter into and execute this Agreement for the purpose of setting forth the terms and conditions governing the sale and purchase of the Real Property.

AGREEMENT:

In consideration of the recitals set forth above and the mutual covenants and agreements contained herein, the parties, intending to be legally bound, hereby agree as follows:

1. **Sale and Purchase-Real and Personal Property.** Seller shall sell, assign, transfer and convey to Buyer, and Buyer shall purchase and accept from Seller, all of Seller's right, title, and interest in and to the property described in full on **Exhibit A**, attached hereto and incorporated by reference herewith (the "Real Property"), under all of the terms and conditions set forth in this Agreement. Seller further agrees to sell, assign, transfer, and convey to Buyer, and Buyer shall purchase and accept from Seller, all of Seller's right, title, and interest in and to the following property: 32 Lakeside Drive, Ramsey, New Jersey 07446 (the "Personal Property").
2. **Purchase Price and Payment of Purchase Price.** In consideration of the sale, transfer and conveyance by Seller of all of Seller's right, title and interest in and to the Real and Personal Property, Buyer shall pay to Seller the total sum of ONE MILLION SIX HUNDRED THOUSAND AND 00/100 (\$1,600,000.00) (the "Purchase Price"). The Purchase Price shall be paid by Buyer to Seller in the following manner:
 - a. Within three (3) business days after the execution of this Agreement by both parties, Buyer shall deliver to BIMONTE LAW LLC (the "Escrow Agent"), an earnest money deposit in the amount of SIXTY FIVE THOUSAND AND 00/100 (\$65,000.00) (the "Earnest Money"), which shall be applied, in full, to the Purchase Price specified herein, in the event this Agreement closes as contemplated herein, but which shall be refunded by Title Company to Buyer in the event this Agreement fails to close as contemplated herein (without effecting the right of either party to pursue any and all remedies available in the event of a breach of this Agreement by the other party); and
 - b. Credit paid to Seller from Buyer in the amount of TWENTY FIVE THOUSAND AND 00/100 (\$25,000.00), paid on or prior to the Closing Date

c. The entire remaining balance of the Purchase Price, net of the value of any encumbrances or assumed indebtedness by Purchaser, shall be paid, by Buyer to Seller, in full, by and through the Escrow Agent, on or prior to the Closing Date, in full as follows:

i. In full certified funds in United States legal tender by wire transfer, cashier's check or other immediately available funds to Escrow Agent, for delivery to Seller.

d. The Purchase Price is contingent on the successful valuation of the Real Property pursuant to an appraisal of the Real Property conducted by a licensed appraiser with experience valuing real property in the state where the Real Property is located and selected by Buyer in their sole discretion (the "Appraisal"). In the event the Appraisal shows the value of the Real Property as being greater than the Purchase Price, the Purchase Price shall be adjusted upward at Closing in an amount equal to 50% of the difference between the Purchase Price and the Appraisal.

e. The assumption of any indebtedness by Purchaser shall be considered a portion of the Purchase Price equal to the value of such assumption at Closing. For an avoidance assumption of any indebtedness by Purchaser shall be deemed a satisfaction of an equal amount of the Purchase Price.

3. **Conveyances.** At closing, Seller shall convey and assure the Real Property to Buyer, in fee simple, by good and sufficient Special Warranty Deed in the form attached hereto as **Exhibit C**, and incorporated by reference herewith, free and clear of any and all encumbrances of any kind or nature whatsoever excepting only: (a) covenants, easements, rights-of-way and restrictions of record as of the Closing Date; (b) any encumbrances set for on **Exhibit D**, attached hereto and incorporated by reference herewith (the "Permitted Encumbrances"); and (c) any other exceptions to title which are accepted in writing by Buyer in Buyer's sole and unfettered discretion. Seller shall further convey and assure the Personal Property and all permits and licenses associated therewith by Bill of Sale in the form attached hereto as **Exhibit E**, and incorporated by reference herewith, free and clear of any and all encumbrances of any kind or nature whatsoever.

4. **Real Estate Taxes and Assessments; Other Pro Rations.**

a. Real estate taxes levied against the Real Property for 2024 (due and payable in 2023) and for all prior years shall be paid by Seller. Real estate taxes levied against the Real Property for 2024 (due and payable in 2025) shall be estimated using the 2024 real property tax amount delivered in 2023 and prorated to the Closing Date, with Seller responsible for the share of real estate taxes prior to the Closing Date and Buyer responsible for real estate taxes after the Closing Date. Real estate taxes levied against the Real Property for all future years shall be the responsibility of Buyer. Assessments which have been levied against the Real Property, or assessments which will be levied against the Real Property for improvements completed but not yet entered on the books of the local assessing authority as of the Closing Date, whether payable in a lump sum or in installments, shall be paid by Seller, with Buyer responsible for all subsequent assessments levied against the Real Property from and after the Closing Date;

b. charges for electricity, gas and any other utilities (collectively, the "Utilities") shall be apportioned on the basis of actual current readings or, if it is not commercially reasonable for Seller to obtain such readings prior to Closing, then on the basis of the most

recent bills that are available. The responsibility for Utilities prior to the Closing Date shall be the sole responsibility of Seller. Utilities incurred after the Closing Date shall be the responsibility of Buyer. If any apportionment is not based on an actual current reading, then, Buyer shall, within thirty (30) days from Closing, have an actual reading done and deliver the written results of such reading to Seller. Upon the receipt of such subsequent actual reading by Seller, the apportionment shall be readjusted and Seller or Buyer, as the case may be, shall promptly deliver to the other the amount determined to be due upon such readjustment; and

c. any other charges or payments to be paid pursuant to any Service Contract or Lease with respect to the Real Property are to be apportioned on the basis of the period for which the same is payable. Further all other charges or payments to be paid pursuant to the Personal Property are to be apportioned on the basis of the period for which the same is payable. The responsibility for such charges or payments pursuant to any Service Contract prior to the Closing Date shall be the sole responsibility of Seller. The responsibility for such charges or payments pursuant to any Service Contract incurred after the Closing Date shall be the responsibility of Buyer.

5. **Delivery of Information.**

a. **Due Diligence Materials.** Within two (2) days following the execution of this Agreement by Seller and Buyer, Seller, at its sole cost and expense, shall deliver or cause to be delivered to Buyer the information identified on **Exhibit B** (the "Due Diligence Materials").

b. **Title Commitment.** Within five (5) days after the execution of this Agreement by Seller and Buyer, Seller, at its sole expense shall procure from a reputable title company in good standing in the state the Real Property is located ("Title Company") a standard-form American Land Title Association ("ALTA") Commitment of Title Insurance (Owner's Policy) issued with respect to the Real Property (the "Commitment") in favor of Buyer, together with copies of all documents referred to in the Commitment. The Commitment should include, at a minimum an ALTA 17.1-06 and ALTA 37 form added endorsement and the endorsement causing the policy to read "shortages in area" (the foregoing endorsements to be paid by Seller) and such other endorsements as Buyer and Seller may agree to in writing.

c. **Survey.** Within three (3) days following the execution of this Agreement by Seller and Buyer, Seller, shall deliver or cause to be delivered to Buyer a copy of Seller's existing survey of the Real Property (the "Survey"). If the existing Survey does not exist or is not acceptable to Buyer or the Title Company for any reason, including, without limitation, for purposes of modifying the survey exception to read "shortages in area", Seller shall obtain a new survey at its sole cost and expense within the earlier of fourteen (14) days after deeming the Survey insufficient (or not receiving a Survey pursuant to this Section 5(c)) or fourteen (14) days from receiving notice from the Title Company of the defect of such Survey. The Closing Date shall be extended daily up to TWENTY (20) days as may be necessary for Buyer to acquire an acceptable survey.

6. **Title.** Buyer may, at any time prior to the expiration of twenty (20) days after receipt of the last of the Commitment, the Due Diligence Materials, and the Survey (the "Title Review Period"), object in writing to any liens, encumbrances, existence of the Real Property in a flood plain, restrictive covenants, other governmental restrictions and zoning matters effecting the intending use of Buyer (residential use), and other matters reflected by the Commitment or Survey. All such matters to which Buyer so objects shall be "Non-Permitted Encumbrances". If no such objection is delivered by Buyer to

Seller during the Title Review Period with respect to a matter reflected on the Title Commitment or Survey, such matters as to which no objection was delivered shall be Permitted Encumbrances whether listed on **Exhibit D** or not. However, any liens encumbering the Real Property must be specifically consented to in writing by Buyer to be deemed a Permitted Encumbrance and the existence of any non-consented to lien, remaining attached to the Real Property at Closing is grounds for the Buyer to terminate this Agreement by delivering to Seller written notice of termination at any time on or prior to the Closing Date. If Buyer terminates this Agreement pursuant to the existence of a non-consented to lien at any time prior to Closing, the Earnest Money shall be paid to Buyer and the parties hereto shall have no further obligations to one another except for the provisions that expressly survive the termination of this Agreement. Seller may, but shall not be obligated to, at its sole cost, cure or otherwise remove all Non-Permitted Encumbrances within five (5) days after Seller's receipt of Buyer's written objections (such five (5) day period being referred to herein as the "Cure Period"); provided, however, Seller shall not be required to attempt to cure any of such objections or to incur any expenses in connection therewith. If Seller does not cause or commit in writing to cause all of the Non-Permitted Encumbrances to be removed or cured within the Cure Period, then Buyer may either (a) terminate this Agreement by delivering written notice to Seller on or prior to the last day of the Inspection Period, in which event, the Earnest Money shall be paid to Buyer and, except for the provisions which survive termination of this Agreement, the parties shall have no further obligations hereunder, or (b) by failing to terminate this Agreement by written notice delivered to Seller on or prior to the last day of the Inspection Period, Buyer shall be deemed to have waived all of Buyer's uncured objections and to have elected to purchase the Real Property subject to the Non-Permitted Encumbrances, all of which shall thereafter be Permitted Encumbrances.

7. Right of Inspection; Inspection Period.

a. Right of Inspection. From the execution of this Agreement by Seller and Buyer and for a period of forty five (45) days thereafter (the "Inspection Period"), Buyer and its representatives may inspect, at reasonable hours with at least forty eight (48) hours' notice to Seller, the Real Property (including the performance of third-party inspections deemed necessary by Buyer), all books, records, leases, contracts, accounting and management reports and other documents or data pertaining to the ownership, operation, or maintenance of the Real Property. Buyer shall be entitled to examine the Real Property's physical condition, including the right to enter vacant units and upon forty-eight hours' notice to Seller and with tenant consent if needed, the right to enter leased areas (if any); provided, however, that in conducting its inspection, Buyer shall not unreasonably interfere with the use of the Real Property of Seller or with the rights of any tenant. Buyer may obtain any such third-party inspections, studies, and assessments of the Real Property as it deems necessary.

b. Inspection Period. If for any reason, or no reason, Buyer, in its sole discretion, does not elect to acquire the Real Property, then Buyer may terminate this Agreement by delivering to Seller written notice of termination at any time on or prior to the expiration of the Inspection Period. If Buyer does not timely deliver such termination notice to Seller, Buyer shall have no further right to terminate this Agreement pursuant to this Section 7(b). If Buyer terminates this Agreement pursuant to the provisions of this Section 7(b), the Earnest Money shall be paid to Buyer and the parties hereto shall have no further obligations to one another except for the provisions that expressly survive the termination of this Agreement.

c. Phase 1 Environmental. Buyer shall be entitled, at its sole discretion, to conduct a Phase 1 Environmental Site Assessment (the "Initial Assessment") on the Real Property, as the Buyer may determine is necessary or desirable to ascertain the environmental condition of the

Real Property and the compliance of the Real Property with the governing environmental laws and regulations promulgated by the federal, state, and local government agency with requisite authority to enact and enforce such laws. Seller shall cooperate with Buyer during the Initial Assessment with such costs of such Initial Assessment to be equally shared by the Buyer and Seller. However, if the Initial Assessment reveals contamination or any other environmental issue, then Buyer may perform any additional environmental assessments (the "Additional Assessments") as may be deemed necessary by Buyer, including Phase II Environmental studies (including boring and other sampling) with the costs of such Additional Assessments borne equally by Buyer and Seller. The results of such environmental assessments shall be delivered to both Buyer and Seller when finalized by the company conducting such assessment and shall be deemed to be equally owned by both Buyer and Seller.

8. **Insurance.** Seller shall keep and maintain all existing policies of insurance concerning the Real Property in full force and effect through and including the Closing Date. Insurance after the Closing Date shall be the responsibility of Buyer.

9. **Casualty, Condemnation; Eminent Domain; Taking.** If, before the Closing Date, all or any material part of the Real Property are destroyed or damaged, or become subject to condemnation or eminent domain proceedings (a "material damage or taking"), then Seller shall promptly notify Buyer thereof. In the event of a material damage or taking, Buyer may elect to proceed with the Closing (subject to the other provisions of this Agreement) or may terminate this Agreement by delivering written notice thereof to Seller within seven (7) days after Buyer's receipt of Seller's notice respecting the damage, destruction, or taking or by the Closing Date, whichever is earlier. If Buyer delivers timely written notice of termination of this Agreement to Seller, this Agreement shall terminate, the Earnest Money shall be paid to Buyer and, except for obligations which survive termination of this Agreement, the parties shall have no further obligations hereunder. If Buyer does not timely elect to terminate this Agreement, Buyer shall have no further right to terminate this Agreement as a result of the damage or taking and in such event, Seller shall assign to Buyer at Closing all insurance proceeds or condemnation awards payable as a result of such damage or taking which have not been applied to restoration of the Real Property (which shall then be applied to the Real Property by Buyer) and, in the event of a casualty, Buyer shall receive a credit against the Purchase Price in an amount equal to the amount of Seller's deductible. For the purposes of this Section 9, damage or a taking shall be considered to be "material" if the value of the portion of the Real Property damaged or taken exceeds FIVE THOUSAND DOLLARS (\$5,000.00) in value, or, in the case of a taking, if the portion of the Real Property taken are such that they materially and adversely affect the ability to use the remainder for the purposes for which they are presently used. If the damage or taking is not a material damage or taking, Buyer shall not be entitled to terminate this Agreement as a result thereof, but at the Closing, Seller shall assign to Buyer all insurance proceeds or condemnation awards payable as a result of such damage or taking which have not been applied to restoration of the Real Property and, in the event of a casualty, Buyer shall receive a credit against the Purchase Price in an amount equal to the amount of Seller's deductible.

10. **Operation of the Real Property Prior to Closing Date.**

a. Seller will enter into no new leases, contracts, or other agreements, or extend, renew or modify the same including the Leases and the Service Contracts, without first submitting same to Buyer for review and approval, which approval shall not be unreasonably withheld or delayed.

b. During the period from execution of this Agreement until the Closing Date or the earlier termination of this Agreement, Seller shall cause the Real Property to be operated in the ordinary course of business and shall continue to carry all property and liability insurance relative to the Real and Personal Property.

c. Seller shall be responsible for all expenses which accrue or relate to the Real Property for any period prior to the Closing Date.

d. Seller shall immediately notify Buyer if any changes occur which renders Seller's representations inaccurate.

11. **Representations by Seller.** Seller hereby warrants and represents for the benefit of Buyer, both as of the date hereof and as of the Closing Date, as follows:

a. That Seller is either an entity duly formed or organized, validly existing and in good standing under the laws of the jurisdiction of Seller's formation or organization or an individual and in either case has all requisite capacity and authority to enter into this Agreement.

b. In the case of Seller being an entity Seller has obtained all necessary approvals for the execution and delivery of this Agreement, the performance of its obligations hereunder, and the consummation of the transactions contemplated hereby

c. That Seller has good and marketable title to the Real Property;

d. That as of the date of the execution of this Agreement, and that also as of the Closing Date, there is or will be no litigation, proceedings, judgment, order or decree pending, or to the knowledge of Seller, threatened against Seller by any person, firm, corporation or association, or by any public body, agency or authority, which has or may have a material adverse effect upon Seller or upon the Real Property;

e. Seller has never (i) filed a voluntary petition in bankruptcy; (ii) been adjudicated bankrupt or insolvent or filed a petition or action seeking any reorganization, arrangement, recapitalization, readjustment, liquidation, dissolution or similar relief under any Federal bankruptcy act or any other laws; (iii) sought or acquiesced in the appointment of any trustee, receiver or liquidator of all or any substantial part of its or his properties, the Real or Personal Property, or any portion thereof, or (iv) made an assignment for the benefit of creditors or admitted in writing its or his inability to pay its or his debts generally as the same become due, and is not anticipating or contemplating any of the foregoing actions;

f. That Seller has no knowledge of violations of any applicable laws, rules, regulations or ordinances, whether state or local, concerning the Real Property;

g. There are no judgments, liens, actions or proceedings pending against Seller or affecting the Real Property (including, without limitation, eviction actions) and Seller has not received any written notice of same

h. That this Agreement constitutes the legal, valid and binding obligation of Seller, enforceable according to its terms;

i. That Seller has the legal right and ability to enter into this Agreement and to transfer and convey the Real Property;

j. Seller is a "landlord" or "lessor" under any lease(s) covering the Real Property (the "Leases") and, subject to the rights of any mortgagee of Seller, has the right to receive rents and other income thereunder. Seller is not in material default of its obligations under any of the Leases or Service Contracts ("Service Contracts" herein defined as being any agreement entered into by Seller pertaining to the maintenance, upkeep, sanitation, utilities and amenities of the all or part of the Real Property in force and effect as of the Closing Date), all of which are valid and in full force and effect. Seller has the right to collect the rents under the Leases and, except as will be discharged at or prior to Closing, has not assigned, pledged, hypothecated or otherwise encumbered the Leases. There are no leases, licenses or other occupancy agreements affecting the Real and Personal Property other than those set forth on the rent rolls delivered by Seller to Buyer from time to time prior to the Closing Date.

k. That all financial statements, tax returns, rent rolls or other documents presented or delivered to Buyer fairly and accurately represent the results of operations and the condition of the business conducted by Seller on the Real Property as of the date thereof;

l. That Seller is not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code of 1986, as amended, and the Regulations promulgated thereunder);

m. There are no condemnation or eminent domain proceedings pending against the Real Property or any part thereof; and Seller has received no written notice of the desire or intent of any public authority or any other entity to take or use the Real Property, or any part thereof;

n. The Real Property is free from special taxes or special assessments other than as shown on the Commitment to be obtained by Buyer as provided below;

o. Seller has not received written notice of any (a) material violation of any building, fire or health code or any other statute, ordinance or regulation applicable to the Real or Personal Property or (b) violation of any such code, statute, ordinance or regulation applicable to the Real or Personal Property, in any case that remains outstanding;

p. To Seller's knowledge, there are no outstanding insurance claims relative to the Real Property, either by or against Seller; and

q. No broker is entitled or has claimed to be entitled to any brokerage or other fee or commission in connection with the transactions contemplated hereby based upon arrangements made by or on behalf of Seller other than Stephen Ferreri, which such costs shall be paid by Seller. Seller shall indemnify Buyer and Buyer's officers, employees, agents, directors, affiliates, and contractors from any liability arising from such brokerage fees.

12. **Representations by Buyer.** Buyer hereby warrants and represents for the benefit of Seller, both as of the date hereof and as of the Closing Date, as follows:

a. That Buyer is a Delaware corporation duly formed and in good standing under the laws of the State of Delaware;

b. That Buyer has the legal right and ability to enter into this Agreement and to accept the transfer and conveyance of the Real and Personal Property; and

c. That this Agreement constitutes the legal, valid and binding obligation of Buyer, enforceable according to its terms.

d. Buyer as of the Closing Date shall have the requisite and transferrable funds for the valid delivery of the Purchase Price unless such Closing Date is cancelled or delayed by any other provision of this Agreement.

13. **Liabilities and Obligations Assumed.** Other than as specifically set forth in this Agreement, Buyer shall not assume any liabilities, obligations or undertakings of Seller of any kind or nature whatsoever, whether fixed or contingent, known or unknown, determined or determinable, due or not yet due.

14. **Indemnification by Seller.** Seller shall indemnify and hold Buyer harmless, at all times from and after the date of this Agreement, against and in respect of:

a. All liabilities of Seller of any nature whatsoever, whether accrued, absolute, contingent or otherwise, which are not specifically assumed by Buyer under the terms of this Agreement, including all Claims incident to or arising from Seller's ownership and enjoyment of the Real and Personal Property for the period prior to and including the Closing Date;

b. Any damage or deficiency resulting from any misrepresentation, breach of warranty, or non-fulfillment or breach of any agreement on the part of Seller, including this Agreement; and

c. All actions, suits, proceedings, demands, assessments, judgments, costs and expenses ("Claims") incident to any of the foregoing.

15. **Indemnification by Buyer.** Buyer shall indemnify and hold Seller harmless, at all times from and after the date of this Agreement, against and in respect of:

a. All liabilities of any nature whatsoever, whether accrued, absolute, contingent or otherwise, which are specifically assumed by Buyer under the terms of this Agreement (subject only to Seller's ownership in Buyer after Closing);

b. All Claims directly arising from Buyer's ownership of the Real and Personal Property for the period after the Closing Date;

c. Any damage or deficiency resulting from any misrepresentation, breach of warranty, or non-fulfillment or breach of any agreement on the part of Buyer, including this Agreement; and

d. All Claims incident to any of the foregoing.

16. **Hazardous Substances.** As used herein, the term "Hazardous Substance" means any substance that is toxic, ignitable, reactive, or corrosive and that is regulated by any local government, the State of New Jersey, or the United States Government. The term "Hazardous Substance" shall include any and all materials or substances that are defined as "hazardous waste", "extremely hazardous waste", or a "hazardous substance" pursuant to state, federal or local government law, regulation

or ordinance. The term "Hazardous Substance" shall include, but shall not be restricted to, asbestos, polychlorobiphenyls (PCBs) and petroleum.

Seller hereby covenants, represents and warrants for the benefit of Buyer that:

a. No release, leak, discharge, spill, disposal or emission of any Hazardous Substance has ever occurred on the Real Property, and the Real Property is free of all Hazardous Substances as of the Closing Date;

b. That the Real Property is not currently subject to any federal, state, or local "superfund" lien proceedings, claims under the Resource Conservation and Recovery Act of 1976, or any other governmental claim liability or action, or the threat or likelihood thereof, for the clean-up, removal or remediation of any Hazardous Substance;

c. That there have never been any underground storage tanks located on or beneath the Real Property; and

d. That no Hazardous Substance has been transported from the Real Property to another location, other than in compliance or conformance with applicable laws, regulations and/or ordinances concerning the proper transportation and disposal thereof.

Seller shall defend, indemnify and hold Buyer harmless and shall reimburse Buyer for, from and against each and every demand, claim, loss (including any diminution in value), liability, damage, fines, penalties, costs and expense of any kind whatsoever (including, without limitation, attorneys' fees, consultants' fees and expert fees imposed upon or incurred by either), directly or indirectly relating to, resulting from, or arising out of the untruth, inaccuracy or breach of any of the foregoing covenants and warranties.

17. **Condition of Real and Personal Property.** Other than as set forth herein, Seller makes no warranties or representations of any kind or nature whatsoever concerning the physical condition of the Real and Personal Property, and Buyer acknowledges that it is accepting both the Real and Personal Property in its "AS IS" condition as of the Closing Date. At Closing, all personal property of the Seller other than the Personal Property shall be removed from the Real Property and the Real Property shall be delivered in a clean and well-maintained condition.

18. **Closing.** The closing of this Agreement (the "Closing") shall occur at the offices of the Escrow Agent, with Buyer and Seller either appearing in person or virtually, at such time as the parties may agree, no later than the last day of the Inspection Period, subject to the satisfaction of the Conditions Precedent set forth in Section 19 (the "Closing Date").

19. **Conditions Precedent.** The Closing is specifically contingent upon the following conditions being satisfied or waived by Buyer:

a. Seller shall, at Seller's expense, deliver or cause to be delivered to Buyer the following:

i. The Special Warranty Deed in the form set forth on **Exhibit C** and appropriate for recording in Bergen County, fully, executed and acknowledged by Seller, conveying to Buyer the Real Property and improvements, subject to the Permitted Encumbrances;

ii. The Bill of Sale in the form set forth on **Exhibit E**, fully executed by Seller, conveying to Buyer the Personal Property;

iii. Such affidavits as may be reasonably required by the Title Company, including, without limitation, mechanics' liens, parties in possession and gap affidavits;

iv. Evidence reasonably satisfactory to the Title Company that the persons executing and delivering the closing documents on behalf of Seller have full right, power and authority to do so;

v. A certificate meeting the requirements of Section 1445 of the Internal Revenue Code of 1986, executed and sworn to by Seller;

vi. A certificate executed by Seller certifying that that the representations and warranties of Seller made in this Agreement are true and correct as of the Closing Date;

vii. Approval from the lender under that certain Fixed/Adjustable-Rate Note dated effective August 15, 2022 and associated loan documents by and between, Unity Bank, N.A., a New Jersey Banking Corporation as "Lender" and Seller as "Maker" (the "Note") will be transferred to Buyer and execution of all documents necessary to effectuate such transfer; and

viii. Executed lease agreement wherein Buyer leases the Real Property to Seller for a period of ten (15) years in the amount of \$12,750.00 monthly escalating at a rate of 3% per annum with a six month notice for termination (the "Leaseback Lease") after Closing with such terms and conditions to be agreed to between Seller and Buyer during the Inspection Period.

b. Buyer, at its expense, shall deliver or cause to be delivered to Seller the following:

i. Funds available for immediate credit in Seller's accounts, in the amount of the Purchase Price as specified in Section 2, subject to credit for adjustments and prorations and the terms of this Agreement;

ii. Evidence satisfactory to Seller that the person executing the closing documents on behalf of Buyer (to the extent applicable) has full right, power, and authority to do so;

iii. Executed documents as may be required by Lender to transfer the Note to Buyer;

iv. Executed Leaseback Lease with such terms and conditions to be agreed to between Seller and Buyer during the Inspection Period; and

v. All documents required to consummate the closing.

20. **Termination and Remedies.**

a. If Buyer defaults under this Agreement or fails to consummate the purchase of the Real and Personal Property pursuant to this Agreement for any reason other than as expressly granted to Buyer in this Agreement, then Seller, as its sole remedy, may terminate this Agreement by notifying Buyer thereof, in which event Escrow Agent shall deliver the Earnest Money to Seller as liquidated damages, whereupon, except for obligations which survive termination of this Agreement, neither Buyer nor Seller shall have any further rights or obligations hereunder. **The provision for payment of liquidated damages has been included because, in the event of a breach by Buyer, the actual damages to be incurred by Seller can reasonably be expected to approximate the amount of liquidated damages called for herein and because the actual amount of such damages would be difficult if not impossible to measure accurately.**

b. If Seller fails to consummate the sale of the Real and Personal Property pursuant to this Agreement for any reason other than Buyer's failure to perform its obligations hereunder in all material respects, or in the event Buyer becomes aware that any of the representations and warranties of Seller made in this Agreement are no longer true and correct at any time prior to the Closing Date, then Buyer may, as its exclusive remedies therefor: (i) terminate this Agreement by written notice to Seller, in which event the Escrow Agent shall deliver the Earnest Money to Buyer and neither party hereto shall have any further rights or obligations hereunder, except for those which survive the termination of this Agreement; or (ii) enforce specific performance of the obligations of Seller hereunder. In the event Buyer elects to pursue specific performance and is successful, Seller shall be responsible for the payment of all reasonable attorneys' fees incurred by Buyer with respect to such action.

Nothing herein shall prejudice or limit rights of Buyer or Seller to seek indemnification as set forth in this Agreement.

21. **Expenses.** Unless otherwise specified herein, each party shall be solely responsible for all fees, costs and expenses incurred by such party with respect to the transaction contemplated in this Agreement.

22. **Right of First Refusal.** In the event of a successful Closing and for a period of the term equal to: (1) the lesser of 15 years thereafter or (2) notice of termination of the Seller lease, Seller shall have a right of first refusal in the event that Buyer elects to sell, to a third party (for value) the Real Property. Buyer shall have the Right of First Refusal with respect to all (and not less than all) of the Real Property. If the Buyer desires to sell the Real Property, the Buyer shall give a written Transfer Notice to the Seller describing fully the proposed sale, including the proposed transfer price, the name and address of the proposed Transferee and proof satisfactory to the Seller that the proposed sale or transfer will not violate any applicable federal or State laws. The Transfer Notice shall be signed by the Buyer. Seller shall have the right to purchase all, and not less than all, of the Real Property on the terms of the proposal described in the Transfer Notice by delivery of a notice of exercise of the this right of first refusal within ten (30) days after the date when the Transfer Notice was received by the Seller. In the event Seller does not deliver such notice of exercise in the time period promulgated hereunder, Seller shall be deemed to have waived its right of first refusal for all time. After delivery of the execution notice, if Seller does not consummate the transaction proposed within sixty (60) days this right of first refusal shall terminate moving forward. In the event the Real Property is sold to a third party and the provisions of this section are met, the right of first refusal hereunder shall terminate and shall

not apply to any subsequent transfers. Finally, this right of first refusal shall not apply to transfers to affiliates of Buyer or to an investment club operating on the mogul.club platform (however, Seller shall maintain the right of first refusal as to subsequent sales for value by affiliates or the investment club on the mogul.club platform subject to the other terms of this section.

23. **Further Assurances.** The parties agree to undertake to perform any and all actions and to execute any and all documents which are required, necessary or convenient in order to effectuate the transactions contemplated herein.

24. **Survival of Representations and Warranties.** All representations and covenants made by each party shall survive the closing of this Agreement for the benefit of the other party and so long as the governing statute of limitation runs for claims for the breach of such representation or warranty. However, regardless, the representations and warranties set forth in Section 11(a), (d-e), (g-h), (k-l), (n); Section 12(a-c), and Section 16 shall survive indefinitely.

25. **Entire Agreement.** This instrument and all documents referred to herein contain the entire agreement between the parties hereto with respect to the transactions contemplated herein.

26. **Facsimile and Electronic Transmission.** The facsimile or electronic transmission of this Agreement, and the retransmission of the signed facsimile or electronic transmission, as the case may be, shall be the same as the delivery of an original signed document.

27. **Electronic Signatures.** Any signature on this Agreement, including any electronic symbol or process attached hereto or associated herewith, with the intent to sign, authenticate or accept this Agreement or any other certificate, agreement or document related to this transaction, and any contract formation or record-keeping through electronic means shall have the same legal validity and enforceability as a manually-executed signature or use of a paper-based recordkeeping system to the fullest extent permitted by applicable law, and the parties hereby waive any objections thereto.

28. **Amendment.** Neither this Agreement nor any term or provision hereof may be changed, waived, discharged, or terminated orally, or in any manner other than by an instrument in writing signed by the party against which the enforcement of the change, waiver, discharge, or termination is sought.

29. **Binding Effect/Benefit/Assignment.** This Agreement shall bind the parties hereto and shall be binding upon and shall inure to the benefit of their respective legal representatives, successors, heirs and assigns. Seller shall not assign its rights under this Agreement without the express written consent of Buyer, however Buyer, may, after providing notice to Seller, assign its rights under this Agreement in its sole discretion.

30. **Governing Law/Jurisdiction and Venue.** This Agreement and all disputes arising hereunder shall be governed by the laws of the State of New Jersey. The parties hereby consent to the personal jurisdiction of the state courts of Essex County, New Jersey and waive any argument that such forum is not convenient.

31. **Disclosures.** THIS IS A LEGALLY BINDING CONTRACT THAT WILL BECOME FINAL WITHIN THREE BUSINESS DAYS. DURING THIS PERIOD SELLER AND BUYER MAY CHOOSE TO CONSULT AN ATTORNEY WHO CAN REVIEW AND/OR CANCEL. THE BUYER OR THE

SELLER MAY CHOOSE TO HAVE AN ATTORNEY STUDY THIS AGREEMENT. IF AN ATTORNEY IS CONSULTED, THE ATTORNEY MUST COMPLETE HIS OR HER REVIEW OF THE AGREEMENT WITHIN A THREE-DAY PERIOD. THIS AGREEMENT WILL BE LEGALLY BINDING AT THE END OF THIS THREE-DAY PERIOD UNLESS AN ATTORNEY FOR THE BUYER OR THE SELLER REVIEWS AND DISAPPROVES OF THIS AGREEMENT. THREE DAYS IS CALCULATED FROM THE DATE OF THE SIGNED AGREEMENT BY BUYER AND SELLER. SATURDAYS, SUNDAYS, AND LEGAL HOLIDAYS ARE NOT COUNTED. THE BUYER AND SELLER MAY AGREE TO EXTEND THE THREE-DAY PERIOD FOR ATTORNEY REVIEW IN WRITING. IF AN ATTORNEY FOR THE BUYER OR THE SELLER REVIEWS AND DISAPPROVES OF THIS AGREEMENT, THE ATTORNEY MUST NOTIFY ANY REALTORS AND THE OTHER PARTY WITHIN THE THREE-DAY PERIOD. OTHERWISE THIS AGREEMENT WILL BE LEGALLY BINDING AS WRITTEN. THE ATTORNEY MUST SEND THE NOTICE OF DISAPPROVAL TO THE REALTORS BY CERTIFIED MAIL, BY TELEGRAM, OR BY DELIVERING IT PERSONALLY. THE TELEGRAM OR CERTIFIED LETTER WILL BE EFFECTIVE UPON SENDING. THE PERSONAL DELIVERY WILL BE EFFECTIVE UPON DELIVERY. THE ATTORNEY MAY ALSO, BUT NEED NOT INFORM THE REALTORS OF ANY SUGGESTED REVISIONS IN THE AGREEMENT THAT WOULD MAKE IT SATISFACTORY.

UNDER NEW JERSEY LAW THE COUNTY PROSECUTOR DETERMINES WHETHER AND HOW TO PROVIDE NOTICE OF THE PRESENCE OF CONVICTED SEX OFFENDERS IN AN AREA. IN THEIR PROFESSIONAL CAPACITY, REAL ESTATE LICENSEES ARE NOT ENTITLED TO NOTIFICATION BY THE COUNTY PROSECUTOR UNDER MEGAN'S LAW AND ARE UNABLE TO OBTAIN SUCH INFORMATION FOR YOU. UPON CLOSING, THE COUNTY PROSECUTOR MAY BE CONTRACTED FOR SUCH FURTHER INFORMATION AS MAY BE DISCLOSABLE.

PURSUANT TO THE NEW RESIDENTIAL CONSTRUCTION OFF-SITE CONDITIONS DISCLOSURE ACT, P.L. 1995, C, 253 THE CLERKS OF MUNICIPALITIES IN NEW JERSEY MAINTAIN LISTS OF OFF-SITE CONDITIONS WHICH MAY AFFECT THE VALUE OF RESIDENTIAL PROPERTIES IN THE VICINITY OF THE OFF-SITE CONDITION. PURCHASERS MAY EXAMINE THE LISTS AND ARE ENCOURAGED TO INDEPENDENTLY INVESTIGATE THE AREA SURROUNDING THIS PROPERTY IN ORDER TO BECOME FAMILIAR WITH ANY OFF-SITE CONDITIONS WHICH MAY AFFECT THE VALUE OF THE PROPERTY. IN CASES WHERE A PROPERTY IS LOCATED NEAR THE BORDER OF A MUNICIPALITY, PURCHASERS MAY WISH TO ALSO EXAMINE THE LIST MAINTAINED BY THE NEIGHBORING MUNICIPALITY.

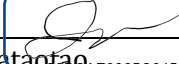
[Signature Page Follows]

IN WITNESS WHEREOF, the parties have hereunto set their hands on the day and year first above written.

BUYER:

MOGUL TECHNOLOGIES INC., a Delaware corporation

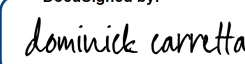
By: _____
Name: Joey Gumataog
Title: CEO

DocuSigned by:

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SELLER:

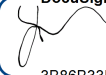
DOMINICK CARRETTA

By: _____
Name: Dominick Carretta
Title: seller

DocuSigned by:

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JESSICA CARRETTA

By: _____
Name: Jessica Carretta
Title: Mrs

DocuSigned by:

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ACKNOWLEDGEMENT AND AGREEMENT

The undersigned Agent hereby agrees to accept, hold and disburse the earnest money deposit specified by the supplemental Escrow Agreement and in this Agreement in accordance with the terms and conditions thereof.

DATE: 12/29/2023

BIMONTE LAW LLC

By: _____
Name: Joseph Bimonte
Title: Escrow Agent

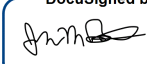
DocuSigned by:

5395607ZCF22403

Exhibit A

LEGAL DESCRIPTION OF THE REAL PROPERTY

All those certain Lot(s) or Parcel(s) of land with the buildings and improvements thereon erected, situated, lying and being in the Borough of Ramsey, County of Bergen, State of New Jersey and is bounded and described as follows:

BEING known and designated as Lot Unknown as shown on a certain map entitled Map of Ramsey Township, Bergen County, New Jersey, which map was filed in the office of the Clerk of Bergen County, on 3/18/1941 as Filed Map No. 3325.

BEGINNING at a re-bar in the westerly sideline of the Franklin Turnpike (50 feet wide) 300.45 feet on a course of South 01 degree 25 minutes 00 seconds West, from its intersection with the southeasterly sideline of Lakeside Drive and running; thence

1. Along the Franklin Turnpike, South 01 degrees 25 minutes 00 seconds West, 100.00 feet to a re-bar; thence
2. North 88 degrees 35 minutes 00 seconds West, 116.02 feet to a PK nail set in a tree; thence
3. South 14 degrees 25 minutes 00 seconds West, 14.82 feet to an iron rod; thence
4. North 70 degrees 03 minutes 40 seconds West, 33.49 feet to an iron rod; thence
5. North 60 degrees 08 minutes 08 seconds West, 85.58 feet to an iron rod; thence
6. Along the easterly sideline of Lakeside Drive, North 19 degrees 56 minutes 20 seconds East, 100.00 feet to an iron rod; thence
7. South 79 degrees 18 minutes 20 seconds East, 197.17 feet to the point of BEGINNING

SUBJECT TO THE RECEIPT AND REVIEW OF A CURRENT, ACCEPTABLE SURVEY.

FOR INFORMATIONAL PURPOSES ONLY: BEING known as Tax Lot 3, in Tax Block 5207, on the Official Tax Map of the Borough of Ramsey, mailing address being 32 Lakeside Drive, Ramsey, New Jersey 07446.

Exhibit B

All Service Contracts, maintenance, management, commercial/residential leases. and/or other contracts relating to the ownership and operation of the Real Property.

All written warranties and guaranties.

Any existing leases covering the property granting the right to explore the property for oil, gas, or other minerals.

The real estate property tax statements for the Real Property for the previous two (2) calendar years and the current calendar year-to-date, and copies of any notice of change in assessed value for the Real Property, as well as information regarding the progress of any ongoing real estate property tax protests concerning the Real Property.

Copies of all utility bills for the Real Property for the current billing cycle period and for the past three (3) months and copies of utility service agreements currently in effect at the Real Property.

Copies of any written notice of any uncured violations received by Seller from any federal, state or local government authority or agency related to the Real Property during the past four (4) years.

“As-Built” plans, specifications and drawings concerning the Real Property.

Copies of any Site Plans concerning the Real Property.

Any survey of the Real Property.

Any prior inspections performed on the Real Property

All documents referencing any maintenance agreements, easements, liens, lis pendens, covenants and/or restrictions that impact the Real Property.

A listing of all insurance claims concerning either the Real Property for the prior five (5) years and for 2024 year-to-date.

Copies of insurance policies and certificates for all fire, hazard, liability and other insurance policies maintained by the Seller for the Real Property.

Any pest and termite inspections, assessments, reports or studies concerning the Real Property.

Any environmental assessments or studies concerning the Real Property.

Any engineering or other reports in Seller’s possession and/or control or which Seller is aware of relating to the condition of the Real Property.

Any soil reports or geotechnical reports in Seller’s possession and/or control regarding the Real Property.

A list of all capital expenditures incurred during the previous two (2) calendar years and during the current calendar year-to-date, together with the budget for any contemplated capital expenditures in the future.

Exhibit C

Special Warranty Deed

UPON RECORDING, PLEASE RETURN TO:

Gregory Smith
Vela Wood Staley Young P.C.
5307 E. Mockingbird Lane, 8th Floor
Dallas, Texas 75206

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SPECIAL WARRANTY DEED

STATE OF New Jersey §
 § KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF Bergen County §

That Dominick and Jessica Carretta ("Grantor"), having an address at 32 Lakeside Drive, Ramsey, New Jersey, 07446, for and in consideration of the sum of \$10.00 and other good and valuable consideration to her in hand paid by mogul Technologies, Inc., a Delaware corporation ("Grantee"), having an address at 221 North Broad Street, Suite 3A, Middletown, DE 19709, the receipt and sufficiency of which are hereby acknowledged by Grantor, has GRANTED, BARGAINED, SOLD, and CONVEYED, and by these presents does GRANT, BARGAIN, SELL, and CONVEY unto Grantee, the real property situated in Bergen County, New Jersey, and more particularly described on Exhibit A attached hereto, together with all improvements, rights, appurtenances, and hereditaments located thereon or pertaining thereto, including all rights, title and interest of Grantor in and to adjacent streets, alleys, and rights-of-way pertaining to the real property conveyed hereby and all rights and claims of Grantor to compensation for loss or takings of, or damage to the remainder of, such real property (collectively, the "Property").

This conveyance is being made by Grantor and accepted by Grantee subject to all easements, encumbrances and other matters of record in the real property records of Bergen County, New Jersey, and the lien for ad valorem taxes for the current year, not yet due and payable, as the same affect the conveyed Property only.

TO HAVE AND TO HOLD the Property, together with, all and singular, the rights and appurtenances thereto in anywise belonging, to Grantee and Grantee's successors and assigns forever; and subject to the title exceptions hereinabove set forth, Grantor does hereby bind Grantor and Grantor's successors and assigns to warrant and forever defend, all and singular, the Property unto the Grantee and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof by, through, and under Grantor but not otherwise.

[signature page follows]

IN WITNESS WHEREOF, this Special Warranty Deed has been executed by Grantor on the date set forth below, to be effective upon delivery.

GRANTOR:

By:
Title

STATE OF [_____] §
 §
COUNTY OF [_____] §

This instrument was acknowledged before me on this ____ day of _____, _____, by [_____] in their position as [_____] for and on behalf of [_____].

NOTARY PUBLIC in and for the
State of _____

(Seal)

EXHIBIT A

PROPERTY DESCRIPTION

All those certain Lot(s) or Parcel(s) of land with the buildings and improvements thereon erected, situated, lying and being in the Borough of Ramsey, County of Bergen, State of New Jersey and is bounded and described as follows:

BEING known and designated as Lot Unknown as shown on a certain map entitled Map of Ramsey Township, Bergen County, New Jersey, which map was filed in the office of the Clerk of Bergen County, on 3/18/1941 as Filed Map No. 3325.

BEGINNING at a re-bar in the westerly sideline of the Franklin Turnpike (50 feet wide) 300.45 feet on a course of South 01 degree 25 minutes 00 seconds West, from its intersection with the southeasterly sideline of Lakeside Drive and running; thence

8. Along the Franklin Turnpike, South 01 degrees 25 minutes 00 seconds West, 100.00 feet to a re-bar; thence
9. North 88 degrees 35 minutes 00 seconds West, 116.02 feet to a PK nail set in a tree; thence
10. South 14 degrees 25 minutes 00 seconds West, 14.82 feet to an iron rod; thence
11. North 70 degrees 03 minutes 40 seconds West, 33.49 feet to an iron rod; thence
12. North 60 degrees 08 minutes 08 seconds West, 85.58 feet to an iron rod; thence
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14. South 79 degrees 18 minutes 20 seconds East, 197.17 feet to the point of BEGINNING

SUBJECT TO THE RECEIPT AND REVIEW OF A CURRENT, ACCEPTABLE SURVEY.

FOR INFORMATIONAL PURPOSES ONLY: BEING known as Tax Lot 3, in Tax Block 5207, on the Official Tax Map of the Borough of Ramsey, mailing address being 32 Lakeside Drive, Ramsey, New Jersey 07446.

Exhibit D

[To be updated prior to Closing]

Exhibit E

Bill of Sale

This BILL OF SALE (this "**Bill of Sale**"), dated 12/29/2023, is made by Dominick and Jessica Carretta (the "Seller"), and mogul Technologies, Inc., a Delaware corporation ("**Purchaser**"). Purchaser and Seller are each referred to herein as a "**Party**" and collectively as the "**Parties**".

BACKGROUND

Seller desires to sell, convey, transfer, assign and deliver to Purchaser all right, title and interest in and to the assets listed on Schedule A hereto (the "**Assets**").

The Parties wish to execute this Bill of Sale to confirm the transfer of the Assets to Purchaser.

AGREEMENT

1. **Purchase and Sale of Assets.** Seller hereby sells, assigns, transfers, conveys and delivers to Purchaser, and Purchaser hereby purchases from Seller, all of Seller's right, title and interest in and to the Assets, free and clear of any mortgage, pledge, lien, charge, security interest, claim or other encumbrance.

2. **Representations and Warranties.** Seller represents and warrants to Purchaser that the statements set forth in this Section 2 are true and correct as of the date hereof:

(a) Seller owns and has good title to the Assets, free and clear of any mortgage, pledge, lien, charge, security interest, claim or other encumbrance.

(a) The Assets (i) are merchantable and fit for their intended use; (ii) are unadulterated; (iii) consist of a quality usable and salable in the ordinary course of business; (iv) conform to all applicable federal, state and local laws relating to the sale of food, beverages and alcohol; (v) include packaging and labeling that conforms to all federal, state and local laws and regulations; and (vi) at the time of delivery to Purchaser shall have at least ninety (90) days of shelf life remaining.

3. **Licensing and Permits.** Purchaser agrees to convey all necessary permits and licenses necessary for the enjoyment of the Assets. Such permits and licenses are indicated on Schedule A and are transferred pursuant to this Bill of Sale. Seller will undertake all actions necessary to effectuate this transfer.

4. **Indemnification.** Seller agrees to indemnify, defend and hold harmless Purchaser, its agents, members, managers, directors, officers, employees or agents, from and against any and all liabilities, losses, damages, claims, suits, actions, expenses (including, without limitation, reasonable fees and disbursements of counsel) and any other costs of any nature whatsoever from all claims, demands, actions or proceedings by any third party to the extent arising from or related to (i) the gross negligence or willful misconduct of Seller; (ii) a breach by Seller of any of its representations, warranties or obligations set forth herein; or (iii) the enforcement of this indemnification.

5. **Further Assurances.** Seller agrees to execute, make, acknowledge, and deliver such instruments, agreements and other documents as may be reasonably required to effectuate the purposes of this Bill of Sale and to consummate the transactions contemplated hereby.

6. **Applicable Law.** This Agreement is made pursuant to, will be construed under, will be enforced by and will be conclusively deemed for all purposes to have been executed and delivered exclusively under the laws of the State of New Jersey without reference to conflicts of laws.

7. **Submission to Jurisdiction.** THE PARTIES AGREE THAT ALL DISPUTES ARISING OUT OF OR RELATING TO THE OPERATION OF THIS BILL OF SALE OR THE TRANSACTIONS CONTEMPLATED BY THIS BILL OF SALE SHALL BE BROUGHT SOLELY IN THE APPLICABLE FEDERAL AND STATE COURTS LOCATED IN NEW JERSEY AND ANY APPELLATE COURT FROM ANY THEREOF. THE PARTIES HEREBY IRREVOCABLY WAIVE ANY OBJECTION AND ANY RIGHT OF IMMUNITY WITH RESPECT TO THE JURISDICTION OF THE FORUMS SPECIFIED IN THIS SECTION 7, OR ON ANY GROUNDS, INCLUDING WITHOUT LIMITATION, VENUE OR THE CONVENIENCE OF SUCH FORUMS, OR FROM THE EXECUTION OF JUDGMENTS RESULTING THEREFROM. EACH PARTY HEREBY IRREVOCABLY ACCEPTS AND SUBMITS TO THE JURISDICTION OF THE COURTS SPECIFIED IN THIS SECTION 8 WITH RESPECT TO ANY SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THE OPERATION OF THIS BILL OF SALE OR THE TRANSACTIONS CONTEMPLATED BY THIS BILL OF SALE.

8. **Waiver of Jury Trial.** THE PARTIES (A) COVENANT AND AGREE NOT TO ELECT A TRIAL BY JURY OF ANY ISSUE TRIABLE OF RIGHT BY A JURY, AND (B) WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING, ARISING OUT OF OR RELATING TO THE OPERATION OF THIS BILL OF SALE OR THE TRANSACTIONS CONTEMPLATED BY THIS BILL OF SALE. IT IS UNDERSTOOD AND AGREED THAT THIS WAIVER CONSTITUTES A WAIVER OF TRIAL BY JURY OF ALL CLAIMS AGAINST ALL PARTIES TO ANY SUCH ACTIONS OR PROCEEDINGS, INCLUDING CLAIMS AGAINST PARTIES WHO ARE NOT PARTIES TO THIS BILL OF SALE. THIS WAIVER OF JURY TRIAL IS SEPARATELY GIVEN, KNOWINGLY, WILLINGLY AND VOLUNTARILY MADE BY EACH PARTY TO THIS BILL OF SALE AND EACH PARTY HEREBY AGREES THAT NO REPRESENTATIONS OF FACT OR OPINION HAS BEEN MADE BY ANY INDIVIDUAL TO INDUCE THIS WAIVER OF TRIAL BY JURY OR TO IN ANY WAY MODIFY OR NULLIFY ITS EFFECT. EACH PARTY FURTHER REPRESENTS AND WARRANTS THAT IT HAS BEEN REPRESENTED IN THE SIGNING OF THIS BILL OF SALE AND IN THE MAKING OF THIS WAIVER BY INDEPENDENT LEGAL COUNSEL, SELECTED OF ITS OWN FREE WILL, AND THAT IT HAS HAD THE OPPORTUNITY TO DISCUSS THIS WAIVER WITH ITS COUNSEL.

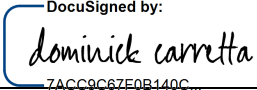
9. **Counterparts.** This Bill of Sale may be executed in one or more counterparts, each of which will be deemed an original and all of which, taken together, will constitute one instrument.

10. **Severability.** If any provision of this Bill of Sale is held to be illegal, invalid or unenforceable under present or future laws effective during the term hereof, the legality, validity and enforceability of the remaining provisions of this Bill of Sale will not be affected thereby, and in lieu of the illegal, invalid or unenforceable provision, there will be added automatically as a part of this Bill of Sale a provision as similar in terms to such illegal, invalid or unenforceable provision as may be legal, valid and enforceable.

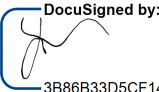
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IN WITNESS WHEREOF, the undersigned have executed this Bill of Sale on the date first above written.

SELLER:

By:  _____
Name: dominick carretta
Title: seller

PURCHASER:

By:  _____
Name: Jessica Carretta
Title: Mrs

SCHEDULE A

ASSETS