

SALES CONTRACT

Stacie Ruth as Board Director for AireHealth, Inc. _____ (“Seller”), and

_____ (“Buyer”)

hereby agree that the Seller shall sell, and the Buyer shall buy, the following described Personal and Intellectual Property being sold as “One Unit of Sale” (the “Property”) upon the terms and conditions hereinafter set forth in this Sales Contract (“Contract”) and any Attachments to this Contract.

1. Property Description

The Personal and Intellectual Property as described and listed within the Offering Package Assets List

2. Total Purchase Price and Payment (U.S. Currency):

A. **Final Bid Price** \$ _____

Plus Buyer’s Premium (10% of Final Bid Price) \$ _____

Total Purchase Price \$ _____

B. Initial Escrow Deposit (paid to Shuker & Dorris, P.A.) (Escrow Agent / Settlement Agent) \$ 25,000.00

C. Additional Escrow Deposit equal to the difference between 10% of the Total Purchase Price and the Initial Escrow Deposit paid to Shuker & Dorris, P.A (Escrow Agent / Settlement Agent) \$ _____

D. Balance of Total Purchase Price **(to be paid by wire transfer at Closing)** \$ _____

The Total Purchase Price will be adjusted by expenses and costs at Closing.

E. This Contract is **Not Contingent** upon any matters of any kind including financing or post due diligence.

3. Closing Conditions:

A. The Closing (“Closing”) will be on or before Monday, September 25, 2023. Seller shall have the right to extend the Closing for an additional thirty (30) calendar days by providing written notice to the Buyer. The Closing will be coordinated through the offices of the Escrow / Settlement Agent; Shuker & Dorris, P.A.; 121 South Orange Avenue, Suite 1120, Orlando, Florida 32081; Phone: 407.337.2060, Facsimile: 407.337.2050.

B. The Total Purchase Price will be due and payable by Buyer at Closing by Wire Transfer of immediately available funds to Shuker & Dorris, P.A. (“Settlement Agent”), pursuant to written instructions from the Settlement Agent. Buyer shall receive credit for the Initial Escrow Deposit and the Additional Escrow Deposit, which shall be released from escrow to Seller and applied by the Settlement Agent towards the Total Purchase Price at Closing.

C. Time shall be of the essence as to: (i) Buyer’s obligation to deliver the Initial and Additional Escrow Deposits and (ii) Buyer’s obligation to close and deliver the balance of the Total Purchase Price on the date of Closing designated above.

4. Title:

A. The Seller will provide, at the cost to Buyer, a Bill of Sale, transferring the Property from Seller to Buyer, free and clear of all liens and monetary encumbrances, through the office of the Settlement Agent.

B. Except as provided for herein, it is understood and agreed that fee simple title to the Property is being sold to the Buyer without representation or warranty.

C. Buyer agrees that the Property is subject to all laws, codes, rules and regulations of applicable governmental authorities pertaining to the ownership and use of the Property, including, but not limited to any matter created by or through Buyer and such other matters that will not make the Property unusable or unmarketable.

5. Expenses:

A. All closing costs which are not required by law to be paid by Seller will be the responsibility of, and will be paid by, the Buyer at the Closing. Without limiting the foregoing, at the Closing, Buyer shall pay for (i) all expenses in connection with Buyer obtaining financing (notwithstanding any of the references in this paragraph to Buyer obtaining financing, nothing contained herein shall be deemed to make the Contract contingent in any manner on Buyer obtaining financing); (ii) settlement fees charged by Settlement Agent and (iii) Buyer and Seller shall pay for their own attorney’s fees.

B. Compensation for FISHER AUCTION COMPANY shall be (\$ _____), as its earned fee, which is 10% of the Final Bid Price and shall be paid by Seller at Closing from Seller’s proceeds received at Closing, if and only if the Closing occurs. Any and all such earned fees shall be paid only upon closing and funding of the Total Purchase Price.

Initial

6. Special Clauses:

- A. When executed by Seller and Buyer, this Contract shall be binding on all parties, their heirs, personal representatives, successors, and assigns.
- B. Shuker & Dorris, P.A., as Escrow / Settlement Agent shall hold deposits in escrow pending the Closing in a non-interest bearing account. It is agreed that the duties of the Escrow / Settlement Agent are only as herein specifically provided and purely ministerial in nature, and the Escrow / Settlement Agent shall incur no liability whatever except for willful misconduct or gross negligence, as long as the Escrow / Settlement Agent has acted in good faith. The Seller and Buyer each release the Escrow / Settlement Agent from any act done or omitted to be done by the Escrow / Settlement Agent in good faith in the performance of its duties hereunder, except the parties shall not release Escrow / Settlement Agent from willful misconduct or gross negligence. The Escrow Agent / Settlement Agent does not have any part in determining who is the successful bidder and are specifically held harmless by all parties in connection therewith.

The Escrow / Settlement Agent is acting as stakeholder only with respect to the Escrow Deposit. The parties hereby agree that at such time as either party alleges that there is a default or other event entitling the other party to the Escrow Deposit, then the Escrow / Settlement Agent shall send notice to the Buyer and Seller advising that the other party has made demand on the Escrow / Settlement Agent for such Escrow Deposit. If the parties do not dispute the authority of the Escrow / Settlement Agent to disburse the Escrow Deposit as set forth in the Escrow / Settlement Agent's notice within ten (10) calendar days of delivery of such notice by the Escrow / Settlement Agent that the Escrow / Settlement Agent intends to disburse the Escrow Deposit, then the Escrow / Settlement Agent is hereby authorized to disburse the Escrow Deposit as set forth in the Escrow / Settlement Agent's notice. If there is any valid dispute as to whether the Escrow / Settlement Agent is obligated to deliver the Escrow Deposit or as to whom the Escrow Deposit is to be delivered, the Escrow / Settlement Agent shall not make any delivery, but in such event, the Escrow / Settlement Agent shall hold same until receipt by it of an authorization in writing, directing the disposition of same executed by Seller and Buyer; or in the absence of such authorization, the Escrow / Settlement Agent shall hold the Escrow Deposit until final determination of the rights of the parties in the appropriate proceedings. If such written authorization is not given or proceedings for such determination are not begun within thirty (30) calendar days of written demand by Escrow / Settlement Agent to Seller and Buyer and diligently continued, the Escrow / Settlement Agent may bring an appropriate action or proceeding to interplead such deposits. Any such interpleader action must be brought in Orange County, Florida. The Escrow / Settlement Agent shall be reimbursed for all costs and expenses of such action or proceeding, including, without limitation, reasonable attorneys' fees and disbursements, by the party determined not to be entitled to the Escrow Deposit. Upon making delivery of the Escrow Deposit, the Escrow / Settlement Agent shall have no further liability unless such delivery constituted willful misconduct or gross negligence. The provisions of this Paragraph 6.B. shall survive Closing or any earlier termination of this Agreement.

- C. If the Closing fails to occur because of Buyer's failure to perform under this Contract, then Seller may elect to recover and retain the Escrow Deposit(s) for account of the Seller as liquidated damages upon which this Contract shall terminate, or, at Seller's option, may retain the Escrow Deposit(s) and proceed in equity to enforce Seller's rights under this Contract by Seller filing an action within sixty (60) calendar days to seek specific performance of Buyer's obligation under this Contract. In any such event, Buyer shall continue to be liable under any provisions of this Contract that expressly survive the termination of this Contract.
- D. In the event of Seller's default under this Contract, Buyer's sole remedies shall be (i) to receive the return of Buyer's Escrow Deposit(s), at which time the Contract shall cease and terminate and Seller and Buyer shall have no further obligations, liabilities or responsibilities to one another; or (ii) Buyer must file an action within sixty (60) calendar days to seek specific performance of Seller's obligation under this Contract. Buyer shall not have any claim against Seller (nor shall Seller be liable) for damages (actual, special, punitive or otherwise) and hereby waives any such claims.
- E. In the event any litigation arises under this Contract, the prevailing party shall be entitled to recover from the non-prevailing party all of their reasonable attorney's fees, court costs, and expenses, including those incurred on appeal. The provisions of this section shall survive closing or earlier termination of this Agreement.
- F. The Escrow / Settlement Agent receiving deposit funds or equivalent is authorized and agrees by acceptance of them to deposit them promptly, hold same in escrow and, subject to clearance, disburse them in accordance with terms and conditions of this Contract. Failure of funds to clear shall not excuse Buyer's performance.
- G. The Buyer's Executed General Terms and Conditions of Sale are attached hereto and made a part of this Contract. In the event a conflict exists between this Contract and the General Terms and Conditions of Sale, then, (i) prior to Buyer's execution and delivery of this Contract, the terms of the General Terms and Conditions of Sale shall govern and control and (ii) following Buyer's execution and delivery of this Contract, the terms of this Contract shall govern and control over the General Terms and Conditions of Sale.
- H. The Property is sold in "AS IS WHERE IS" condition and with all faults and defects, with no representations or warranties of Seller express or implied. The "AS IS" Rider attached hereto as Exhibit "A" is hereby incorporated into this Contract and made a part hereof for all purposes.
- I. This Contract is only assignable to an entity solely owned by Buyer and its present principals.
- J. This Contract may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Contract. This Contract shall not bind Seller or Buyer as an offer or Contract unless a fully executed counterpart of this Contract is delivered by Buyer and Seller. Signatures to this Contract transmitted by facsimile transmission, by electronic mail in "portable document format" (".pdf") form, or pictorial appearance of a

- document, will have the same effect as physical delivery of the paper document bearing the original signature.
- K. The transmittal of an unexecuted draft of this document for purposes of review shall not be considered an offer to enter into this Contract until executed by Seller and Buyer.
 - L. This Contract and the rights and obligations of the parties hereunder shall in all respects be construed, interpreted, enforced and governed by and in accordance with the laws of the State of Florida. The parties hereby agree that all actions or proceedings initiated and arising directly or indirectly out of this Contract and any related documents shall be litigated solely in the courts situated in Orange County, Florida. Buyer and Seller waive any claim that the courts situated in Orange County, Florida, are an inconvenient forum or an improper forum based on lack of venue.
 - M. THE PARTIES HEREBY IRREVOCABLY WAIVE THEIR RIGHTS TO A TRIAL BY JURY WITH RESPECT TO ANY CLAIM OR CONTROVERSY ARISING OUT OF OR RELATED TO THIS CONTRACT.
 - N. If any provision of this Contract is held or rendered illegal or unenforceable, it shall be considered separate and severable from this Contract and the remaining provisions of this Contract shall remain in force and bind the parties as though the illegal or unenforceable provision had never been included in this Contract.
 - O. Buyer shall not record this Contract or any memorandum of its terms. The Buyer hereby indemnifies and holds the Seller harmless for all loss, cost or expense, including, but not limited to, attorneys' fees and costs through all trial and appellate levels for Buyer's breach of this covenant. The provisions of this Section 6.O. shall survive any termination of this Contract.

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EXHIBIT "A"

AS-IS RIDER

Buyer represents and warrants to Seller that Buyer has examined and investigated to Buyer's full satisfaction the Property, and that except as otherwise expressly set forth in this Contract, Seller has not made any warranties or representations (express or implied) concerning the Property or any portion thereof. Buyer acknowledges and agrees that except as otherwise expressly set forth in this Contract the Property is being transferred in its "AS IS" "WHERE IS" with all faults and defects condition and Seller has not made, does not make, and specifically negates and disclaims any representations, warranties, promises, covenants, contracts, or guaranties of any kind or character whatsoever, whether express or implied, oral or written, past, present, or future, of, as to, concerning, or with respect to (a) the value, nature, quality, or condition of the Property (b) the income to be derived from the Property, (c) the suitability of the Property for any and all activities and uses which Buyer may conduct thereon, (d) the compliance of or by the Property or its operation with any laws, rules, or regulations of any applicable governmental authority or body, (e) the marketability, profitability, or fitness for a particular purpose of the Property, (f) the manner, quality, state of repair, or lack of repair of the Property, (g) the development potential of all or any part of the Property or (h) any other matter with respect to the Property, and specifically, that, except as otherwise expressly set forth in this Contract.

Except as otherwise expressly set forth in this Contract, Buyer further acknowledges and agrees that having been given the opportunity to research the Property, Buyer is relying solely on its own investigation of the Property and not on any information provided or to be provided by Seller and, by Closing and taking title to the Property, the Buyer shall be deemed to have accepted the Property "As Is" "Where Is" with all faults and defects and waived all objections or claims against Seller or Seller's members, officers, directors, shareholders, employees, members, managers, partners, attorneys, and agents (including, but not limited to, any right or claim of contribution) arising from or related to the Property and any claim it has, might have had, or may have against Seller with respect to the condition of the Property, either patent or latent. Buyer further acknowledges and agrees that any information provided or to be provided with respect to the Property was obtained from a variety of sources and that Seller has not made any independent investigation or verification of such information and, except as otherwise expressly set forth in this Contract, makes no representations as to the accuracy or completeness of such information. Except as otherwise expressly set forth in this Contract, Seller is not liable or bound in any manner by any verbal or written statements, representations, or information pertaining to the Property, or the operation thereof, furnished by any agent, employee or other person. Buyer further acknowledges and agrees that, except as otherwise expressly set forth in this Contract, to the maximum extent permitted by law, the sale of the Property as provided for herein is made on an "AS IS" "WHERE IS" condition and basis with all faults and defects.

Except as provided elsewhere in this Contract, upon closing, buyer shall assume the risk that adverse matters that may not have been revealed by buyer's investigations, and buyer, upon closing, shall be deemed to have waived, relinquished and released seller (and seller's officers, directors, shareholders, employees and agents, direct and indirect subsidiaries, parents, affiliates, brother-sister entities, and its and their officers, directors, shareholders, members, partners, employees, agents, heirs, trustees, beneficiaries, personal representatives, successors and assigns) (collectively, the "released parties") from and against any and all claims, demands, causes of action (including causes of action in tort), losses, damages, liabilities, costs and expenses (including reasonable attorneys' fees) of any and every kind or character, known or unknown, which buyer might have asserted or alleged against the released parties at any time by reason of or arising out of any latent or patent defects or physical conditions, violations of any applicable laws and any and all other acts, omissions, events, circumstances or matters regarding the property except for any breach of a representation or warranty under this Contract which is not otherwise waived pursuant to the express terms of this Contract. * * * * *