PERSONAL PROPERTY SALE AGREEMENT

Recitals

b. The SELLER has agreed to sell and transfer to the PURCHASER and the PURCHASER has agreed to purchase and acquire from the SELLER, certain materials located at the SITE on the terms and subject to the conditions set forth in this AGREEMENT.

Agreement

In consideration of the mutual covenants and representations herein contained, and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged) and intending to be legally bound hereby, the SELLER and the PURCHASER have agreed and do hereby agree as follows:

1. Description of PROPERTY. The SELLER hereby agrees to sell to the PURCHASER and the PURCHASER hereby agrees to purchase from the SELLER the personal property described on Exhibit A hereto (the "PROPERTY"). The PURCHASER acknowledges that the descriptions of the PROPERTY on said Exhibit A are, to SELLER's actual knowledge, accurate specifications of the PROPERTY. The PURCHASER is responsible for verifying the truth and accuracy of the PROPERTY descriptions.

2. Condition of PROPERTY. THE PROPERTY IS BEING SOLD "AS IS", "WHERE IS", AND "WITH ALL FAULTS" AS OF THE DATE OF CLOSING, WITHOUT ANY REPRESENTATION OR WARRANTY BY, AND WITHOUT RECOURSE TO, THE SELLER WHATSOEVER AS TO ITS CONDITION, FITNESS FOR ANY PARTICULAR PURPOSE, MERCHANTABILITY OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED. THE PURCHASER IS HEREBY ACQUIRING THE PROPERTY BASED SOLELY UPON THE PURCHASER'S OWN INDEPENDENT INVESTIGATIONS AND INSPECTIONS OF THAT PROPERTY AND NOT IN RELIANCE ON ANY INFORMATION PROVIDED BY THE SELLER OR THE SELLER'S AGENTS OR CONTRACTORS. THE SELLER HAS MADE NO AGREEMENT TO REPLACE ANY OF THE PROPERTY. THE SELLER SPECIFICALLY DISCLAIMS ANY WARRANTY, GUARANTY OR REPRESENTATION, ORAL OR WRITTEN, PAST OR PRESENT, EXPRESS OR IMPLIED, CONCERNING THE PROPERTY OR THE SELLER'S TITLE THERETO, EXCEPT AS MAY BE SPECIFICALLY PROVIDED FOR IN THIS AGREEMENT.

3. Title to PROPERTY. Title to the PROPERTY is in the SELLER and is free of any security interest or other lien or encumbrance.

4. Title Transfer. Title to the PROPERTY and risk of loss and damage shall be transferred to PURCHASER when:

a) SELLER has successfully entered into a Purchase with ProMed Pharma ("PURCHASER") in connection with that certain property identified as the PROPERTY; and

b) Commencement of the PURCHASE for the PROPERTY between SELLER and PURCHASER has begun; and
c) SELLER has received from PURCHASER written confirmation that PURCHASER has waived all of SELLER's restoration obligations under the (Sales Agreement) between PURCHASER and SELLER .

6. Risk of Loss. In no event shall the SELLER be liable or responsible for any loss or damage to the PROPERTY regardless of cause and irrespective of whether such loss or damage was caused by, of alleged to have been caused by, the SELLER or its agents.

7. Compliance with Laws.

a. Environmental and Site Rules. The PURCHASER shall be solely responsible to meet all government safety and environmental standards in connection with the PROPERTY including, without limitation, the retrieval, removal, moving, shipping and using of any of the PROPERTY. Additionally, the PURCHASER shall be responsible to meet all SELLER site rules and regulations in retrieval and removal of the PROPERTY from the SITE.

b. Trade Compliance.

i. The PURCHASER represents and warrants that the PURCHASER is not nor any of its legal representatives, as applicable, are listed on any of the denied parties lists, or any other denied parties list issued by another jurisdiction which is applicable to the products or technical data (as applicable) supplied under this AGREEMENT, as notified by the SELLER to the PURCHASER from time to time, all of the foregoing collectively referred to as "Denied Parties Lists". As of the date of this AGREEMENT, the Denied Parties Lists consist of the U.S. Treasury Department's List of Specially Designated Nationals and Blocked Persons (the "SDN List") (https://www.treasury.gov/ofac/downloads/sdnlist.pdf), U.S. Treasury Department's Office of Foreign Asset Controls "OFAC" Consolidated Sanctions List (https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/consolidated.aspx), the U.S. Commerce Department's Denied Persons List (http://www.bis.doc.gov/dpl/thedeniallist.asp) and Entity List (http://www.bis.doc.gov/entities/default.htm). The PURCHASER further represents and warrants that it is not directly owned by fifty percent (50%) or more by a person listed on the SDN List. The PURCHASER further represents and warrants that the PURCHASER shall notify the SELLER in writing immediately if the PURCHASER or any of its legal representatives become listed on any of the denied parties lists or if the PURCHASER becomes owned by fifty percent (50%) or more by a person listed on the SDN List.

ii. In case of an inaccuracy in or a breach of the representations and warranties provided for above in Subsection b. i. above, the SELLER has the right, in its sole discretion, to terminate this AGREEMENT immediately and without penalty to the PURCHASER. The PURCHASER agrees to indemnify and hold harmless the the SELLER for any inaccuracy or breach of the representations and warranties provided for above in Subsection b. i. above. This provision shall survive termination and cancellation of this AGREEMENT.

9. Taxes. The PURCHASER shall pay all sales taxes payable by reason of the transfer to PURCHASER of the PROPERTY. Collection of all applicable taxes shall be in accordance with federal, state and local tax laws.

10. Indemnity. PURCHASER shall protect, defend, indemnify, and save harmless SELLER, its AFFILIATES and their respective officers, directors, employees, and agents from and against any and all claims, losses, demands, causes of action, and any and all related costs and expenses of every kind (including, but not limited to, reasonable attorneys' fees, costs, and expenses suffered by the parties hereto and/or their employees, and/or suffered by any other person or entity) on account of the negligence, willful misconduct, violation of laws, or breach of this AGREEMENT by PURCHASER its agents, representatives, employees, and/or SUBCONTRACTORS in connection with this AGREEMENT. The foregoing shall govern whether such injury, death, or damage is contributed to by the negligence of SELLER, its employees, agents, subcontractors, consultants, or temporary contractors and whether due to imperfections of any material or information furnished by SELLER or by the premises themselves or any equipment thereon, whether latent or patent.

11. Miscellaneous.

a. Notices. Any notices required or permitted to be given hereunder shall be in writing and shall be deemed given upon receipt or refusal thereof. Notices may be delivered by hand, by recognized overnight delivery service that provides tracking and proof of receipt or refusal of items mailed, or by ***[In-country Postal Service]***, registered or certified mail, return receipt requested, postage prepaid. Notices shall be addressed to the SELLER or the PURCHASER, as the case may be, at the address or addresses set forth below or such other addresses as the parties may designate in a notice similarly sent. Notices to the SELLER and the PURCHASER shall be delivered as follows: (Please identify the proper person and address)

b. Amendment. This AGREEMENT may be amended only by a written instrument executed by the party or parties to be bound thereby.

c. Headings. The captions and headings used in this AGREEMENT are for convenience only and do not in any way limit, amplify, or otherwise modify the provisions of this AGREEMENT.

d. Governing Law. This Agreement shall be governed by the laws of the state of New Jersey without reference to its choice of law rules and the laws of the United States pertaining to transactions in the state of New Jersey. PURSUANT TO ARTICLE 6 OF THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS, THE PARTIES AGREE THAT THE UN CONVENTION SHALL NOT APPLY TO THIS AGREEMENT.

d. Assignment. The PURCHASER shall not assign the PURCHASER's rights under this AGREEMENT without the prior written consent of the SELLER, which consent may be withheld at the sole discretion of the SELLER. This AGREEMENT is solely for the benefit of the SELLER and the PURCHASER; there are no third party beneficiaries hereof except as otherwise specifically provided herein.

e. Invalid Provision. If any provision of this AGREEMENT is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable; this AGREEMENT shall be construed and enforced as if such illegal, invalid or unenforceable provision had never been a part of this AGREEMENT; and the remaining provisions of this

AGREEMENT shall remain in full force and effect and shall not be affected by such illegal, invalid, or unenforceable provision or by its severance from this AGREEMENT.

f. Jury Waiver. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE PURCHASER AND THE SELLER DO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THEIR RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, OR UNDER OR IN CONNECTION WITH THIS AGREEMENT. THIS WAIVER IS A MATERIAL INDUCEMENT FOR SELLER TO ENTER INTO AND ACCEPT THIS AGREEMENT AND THE DOCUMENTS DELIVERED BY THE PURCHASER AT CLOSING.

g. Survival. All the provisions of this AGREEMENT (including, without limitation, the representations, covenants and warranties of the PURCHASER and the SELLER as set forth in this AGREEMENT), shall survive the consummation of the purchase and sale of the PROPERTY at CLOSING.

IN WITNESS THEREOF the parties have executed this AGREEMENT as of the date set forth above.

Exhibit A: Description of the Property

A co-extrusion system capable of producing a single fiber with up to 4 layers.
The system is contained in N# crates in Warehouse 53 and is sold AS IS, WHERE IS with all faults.