

## AGREEMENT FOR PURCHASE AND SALE OF CERTAIN ASSETS

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**THIS AGREEMENT FOR PURCHASE AND SALE OF ASSETS** (the "Agreement") made and entered into as of the 24 day of September, 2013 by and among **MOTO INTERNATIONAL CORP.**, a corporation organized under the laws of the State of Florida ("Seller") and **AV AUTOMOTIVE Inc.**

, a corporation organized under the laws of the State of Florida ("Buyer").

**WHEREAS**, Buyer wishes to acquire, and Seller desires to sell to Buyer, certain assets of the Seller ("Acquired Assets") in exchange for the consideration hereinafter set forth, all upon the terms and conditions hereinafter set forth;

### **SECTION 1. PURCHASE AND SALE OF CERTAIN ASSETS**

**1.1 Acquired Assets.** Seller hereby transfers and assigns to Buyer, and Buyer hereby acquires and accepts, certain assets owned by Seller and they are:

- (a) Codified Used Parts Inventory ("Codified Inventory"), which are the all used parts items which have been codified into Sellers inventory control system, and listed in Annex A, plus
- (b) Uncodified Used Parts Inventory ("Uncodified Inventory") which are used parts that have not been entered into Sellers inventory control system , plus
- (c) Sixteen (16) motorcycles ("Bikes") listed in Annex B.

Both Buyer and Seller acknowledge that:

- (a) Acquired Assets are all used and/or pre-owned motorcycle parts. There are no new parts or accessories involved in this transaction.
- (b) There can be an error in the order of plus or minus 10% in the number of items in the Codified Inventory; said error shall not cause a revision or cancellation of this Agreement.

**1.2 As-Is Where-Is.** Buyer and Seller agree that the Acquired Assets are sold AS-IS WHERE-IS, with no warranty, expressed or implied.

**1.3 Purchase Price.** The aggregate amount ("Purchase Price) to be paid by Buyer to Seller shall be Thirty Three Thousand Dollars (\$33,000.00), payable with a Bank Cashier's Check upon delivery of the Acquired Assets at Seller's location, as specified in Section 1.4.

Buyer and Seller certify they are licensed dealers in the State of Florida and as such there will be no Florida sales tax connected to this transaction.

Buyer and Seller each will assume their respective income taxes related to this transaction.

**1.4 Delivery** The Acquired Assets are to be delivered to Buyer, or Buyer's designated agent, at the Seller's address (14655 NW 26 Av., Opa Locka, FL 33054), during Seller's business hours.



Buyer will coordinate and pay for the pickup and transportation of the Acquired Assets. Buyer will have the Acquired Assets removed from Seller's location no later than October 4 2013, and will coordinate the pickup time and date with Seller.

Buyer, or his designated agent, will pay for the Acquired Assets upon delivery, as indicated on Section 1.3.

**1.5      Documentation** Seller will provide the following documentation to Buyer, or Buyer's agent:

- (a) One (1) Bill of Sale for all Codified Inventory
- (b) One (1) Bill of sale for all Uncodified Inventory
- (c) Sixteen (16) Bills of Sale, one for each of the 16 Bikes, each with its corresponding Title.

Bill of Sales will be made to Buyer's name. Seller will assign distinct prices for each Bill of Sale, so that the sum total prices for all Bills of Sales equal the Purchase Price established in Section 1.3.

## **SECTION 2. MISCELLANEOUS**

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

**2.2      Entire Agreement** This Agreement, together with the schedules hereto, constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements or understandings among the parties hereto, and may not hereafter be modified, amended or changed except by a written instrument executed by each of the parties hereto.

**2.3      Notices.** All notices, demands and other communications which are required or permitted to be given hereunder shall be in writing and shall be deemed to have been sufficiently given on the date of personal delivery, or, if mailed or delivered by overnight courier, on the date of receipt thereof as evidenced by a return receipt, to the parties at their respective addresses as follows:

If to Buyer:

**AV AUTOMOTIVE Inc. ,**  
Attn: David Voelker  
11052 Challenger Ave, Odessa, FL 33556

If to Seller:

**MOTO INTERNATIONAL CORP.,**  
Attn: Daniel Kern  
14655 NW 26 Av., Opa – Locka, FL 33054



**IN WITNESS WHEREOF**, the parties have executed this Agreement under seal by their duly authorized officers on the date first above written.

**SELLER:**

**MOTO INTERNATIONAL CORP.**, a Florida corporation

**By:** \_\_\_\_\_

**Name: Daniel Kern**

**Title: President**

**BUYER:**

**AV AUTOMOTIVE Inc.** , a Florida corporation

**By:** \_\_\_\_\_

**Name: David Voelker**

**Title: President**

## ANNEX “A” –CODIFIED INVENTORY

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## ANNEX “B” –MOTORCYCLES

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