

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Energy Dynamics, LLC		03/20/2013	LIMITED LIABILITY COMPANY: MARYLAND
RECEIVING PARTY DATA			
Name:	Rami Loya		
Street Address:	903 Willowleaf way		
City:	ROCKVILLE		
State/Country:	MARYLAND		
Postal Code:	20854		
Entity Type:	INDIVIDUAL: UNITED STATES		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Serial Number:	85525013	ECO BOOSTER ENERGY SAVER	
Serial Number:	85522767	ECO BOOSTER ENERGY SAVER	
Serial Number:	85360816	ECOBX ENERGY SAVER	
Serial Number:	85550599		
Serial Number:	85541247	ECO BUSTER ENERGY SAVER	
Serial Number:	85550657		
Registration Number:	4194748	ECO BUSTER ENERGY SAVER	
Registration Number:	4194025	ECO BUSTER ENERGY SAVER	
Registration Number:	4190817		
Registration Number:	4166815	ECOPAC ENERGY SAVER	
Registration Number:	4160226	ECOPLUG ENERGY SAVER	
Serial Number:	85362786	ECOPAC ENERGY SAVER	
Serial Number:	85362805	ECOPLUG ENERGY SAVER	
Registration Number:	4294703		

TRADEMARK

CORRESPONDENCE DATA

Fax Number: 8889663270
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 240-899-1587
Email: ramiloya@gmail.com
Correspondent Name: Rami Loya
Address Line 1: 903 Willowleaf way
Address Line 4: ROCKVILLE, MARYLAND 20854

NAME OF SUBMITTER:	Rami loya
Signature:	/Rami Loya/
Date:	04/29/2013

Total Attachments: 19
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ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (the "Agreement"), is entered into under seal as of this _ day of March, 2013, by and among RAMI LOYA, ("Buyer"), and ENERGY DYNAMICS, LLC (Seller)

RECITALS

WHEREAS, Seller is engaged in the business of operating an energy savings manufacturing business under the name "ENERGY DYNAMICS, LLC." (the "Business") located at 1101 E. 33rd Street, Baltimore, Maryland (the "Premises"); and

WHEREAS, Buyer desires to purchase from Seller and Seller desires to sell to Buyer substantially all of the assets of Seller utilized in the Business upon the terms and subject to the conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the premises, the mutual agreements, representations and warranties hereinafter set forth and for other good and valuable consideration, both the receipt and legal sufficiency of which are hereby acknowledged, the parties hereto agree under seal as follows:

ARTICLE I THE TRANSACTION

1.1. Purchase by the Buyer.

(a) On the "Closing Date" (as hereinafter defined) and subject to all of the terms and conditions set forth herein, Seller agrees to sell, assign, transfer and convey to Buyer and Buyer agrees to purchase and receive from Seller, free and clear of any and all debts, liens, security interests, claims, encumbrances or any other liabilities whatsoever except as expressly assumed by Buyer in this Agreement, all of the business, properties and assets of Seller, of every nature, kind and description whatsoever (and whether or not carried on its books), personal, tangible and intangible, utilized by Seller in the conduct of the Business (the "Assets"), including, but not limited to, all of the following:

- (i) all Machinery, Furniture and Equipment (as hereinafter defined);

- (ii) all transferable or assignable licenses and permits required in order to operate the Business,;
- (iii) the trade name "ENERGY DYNAMICS, LLC";
- (iv) the present telephone and fax number and directory listing relating to the Business, web sites and domain name; and
- (v) all interior and exterior signs without the "LLC", and customer lists, supplier lists, office and computer files trade secrets, recipes and other proprietary information relating to the Business.
- (vi) All trade names, patents, designs, UL certification, and tooling.

The term "Assets" does not include Seller's:

- (i) accounts receivable of the Business;
- (ii) deposit and checking accounts, cash and securities;
- (iii) books, records and other documents, corporate minutes, seal, stock books and books of account; provided, however, it is understood and agreed that said books, records and other documents relating to the Business, and books of account relating thereto shall be available to Buyer prior to the Closing Date for inspection; and
- (iv) security deposits of any kind or nature, including but not limited to security deposits with the landlord of the Premises or utility companies servicing the Premises.
- (v) Any funds securing the Seller's letter of credit at PNC Bank.

1.2. Purchase Price.

- (a) The total purchase price for the Assets (the "Purchase Price") shall be the sum of One Dollar ((\$1.00) plus five (5%) percent of the sale of the products hereby conveyed until the sum of \$1,000,000 is received by Energy Dynamics, LLC or its successor or assigns. .
 - (i) plus the cost of the inventory that is sold, if sold at cost or below, Seller will receive 70% of proceeds ; and
 - (ii) plus Energy Dynamics, LLC or its successor or assigns will receive non voting stock options of 2.5% of the stock issued or to be issued at one(.01) cent per share.

(b) Each party shall be solely responsible for any taxes applicable to it resulting from the transactions contemplated hereby.

(c) The following items shall be adjusted and shall be added to or deducted from the Purchase Price, as the case may be: (i) any Seller deposits to be transferred to Buyer; (ii) any other items which are either prepaid or are paid in arrears and which would either unjustly benefit or burden Buyer if they were not adjusted as of the Closing, including but not limited to prepaid rent. All adjustments referred to in this subsection shall be made on a per diem basis as of the close of business as of the day of Closing. If the amount of any item, which is to be adjusted, has not been determined or is not determinable at the time of the Closing, then the item shall be adjusted as soon as the amount of the item is determined. If any mathematical error on the settlement sheet prepared for the Closing is discovered after the Closing, the Parties will make any and all appropriate adjustment(s).

ARTICLE II **ASSUMPTION OF LIABILITIES**

2.1. Buyer is purchasing Seller's assets only. Buyer shall not assume any liability, commitment or obligation of Seller, whether absolute, contingent or otherwise, and of any nature, kind and description whatsoever. All debts of Seller, including accounts payable, are represented by Seller to be limited to those listed in **Schedule 1.1**, such representation which shall survive Closing. All such debts shall be paid by or assumed by Seller on or before Closing.

ARTICLE III **REPRESENTATIONS AND WARRANTIES OF SELLER**

Seller hereby represents and warrants to Buyer on the date hereof and on the Closing Date, each of which representation and warranty shall survive closing, as follows:

3.1. Title to Assets. Seller is the sole owner of the Business and Assets and has legal title thereto. On the Closing Date, Seller will have and will convey to Buyer good and marketable title to all of the Assets, free and clear of any and all liens encumbrance of every nature, kind, and description whatsoever.

3.2. Authority and Binding Effect. Seller is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Maryland. Seller has full

power and authority to enter into this Agreement and all other obligations and agreements on the part of Seller entered into and to be entered into in connection herewith. The execution, delivery and consummation of this Agreement and all obligations, documents and agreements on the part of Seller entered into and to be entered into in connection herewith have been duly authorized by all necessary corporate action and do not require any consent or approval which has not been obtained. This Agreement constitutes the valid and binding obligation of Seller, enforceable against Seller in accordance with the terms and conditions hereof.

3.3. No Breach of Other Agreements. Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereby will result in the creation or imposition of any security interest, lien, encumbrance or other right of any other party with respect to the Assets or the Business and will not constitute a violation of or be in conflict with, or constitute a default under, or require any consent or approval that has not been obtained with respect to: (a) any agreement, instrument, or other obligation to which Seller is a party or by which it is bound; or (b) any ordinance, statute or other law or any judgment, order, decree, award, citation, rule, regulation of any court, arbitrator or governmental authority.

3.4. Machinery, Furniture and Equipment. Buyer has knowledge of all of the Machinery, Furniture and Equipment of the Seller utilized in the conduct of the Business and being transferred hereunder (the "Machinery, Furniture and Equipment"). The Machinery, Furniture and Equipment and the Premises are in good working order and condition and, subject to ordinary and routine maintenance, are without defect.

3.5. Insurance. The assets are insured against fire and other casualty in amounts not less than their fair market value. Seller shall maintain in full force and effect the policies up to, and through, the Closing Date.

3.6. Contracts. Buyer has been informed of all contracts, agreements, or other commitments to which Seller is a party relating to the Business (including but not limited to supplier agreements, leases, service contracts, gift certificates, and employment contracts). Each of the same is terminable at the will of Seller, and none will be binding upon Buyer. There are no gift certificates outstanding and not redeemed.

3.7. Licenses and Permits. Buyer has been informed of all of the permits and licenses required to conduct the Business at the Premises. All such permits and licenses are in full force and effect and constitute all governmental licenses, permits, approvals or authorizations required for Seller's use of the Assets and the conduct of the Business and no suspension or cancellation of any of the same is threatened. Complete and correct copies of such licenses, permits, approvals or other authorizations have been provided to Buyer by Seller, or will be in advance of Closing.

3.8 Title to Assets. None of the Assets is subject to any ordinance, other law, rule, regulation, encumbrance, or restriction, which materially adversely affects the value of the Assets or the Business or prevents, or might reasonably be expected to prevent the manner in which the Assets or the Business are now used or enjoyed by Seller.

3.9. Claims and Litigation. There are no claims, litigation, actions, suits, proceedings or governmental investigations pending or threatened by, against or affecting Seller or the Seller's Business. There are no outstanding judgments, orders, decrees, awards, citations, rules, regulations, official interpretations and guidelines of any court, arbitrator, tribunal or governmental authority which adversely affects any of the Assets or the Business.

3.10. Tax Returns and Liabilities. Seller has properly and timely filed (and will properly and timely file) all federal, state, county, local and other tax information returns required by law to be filed prior to the Closing Date with respect to the Business (including, without limitation, income, employment, sales, personal property, payroll, use and excise taxes) and has paid or accrued all amounts shown thereon to be due. Seller has withheld and duly paid (or will duly and timely pay) to the appropriate governmental authority all taxes required to be withheld by it pursuant to any ordinance, statute or other law or any judgment, order, decree, rule or regulation of any court, or governmental authority.

3.11 Employee Benefit Plans. Seller is not a party or bound by the terms and conditions of any "employee benefit plan" as defined in Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended, and the regulations and orders issued thereunder.

3.12. Labor Matters. Seller has complied and is complying with all federal, state and local laws, rules, regulations and guidelines respecting employment and employment practices and has not and is not engaged in any unfair labor practice or unlawful discriminatory act. Seller has received no notice of any pending or threatened charge or complaint by or against Seller before the National Labor Relations Board, the Equal Employment Opportunity Commission, any other federal governmental authority relating to labor or employee matters or any similar state or local governmental authority, and no labor strike or other labor trouble is pending or threatened by, against or affecting Seller in any respect. Seller has no union or collective bargaining agreement or any written contracts of employment.

3.13. Brokerage. Seller has not received or is not receiving any services from, any finder, broker, agent or other similar party, who is or will be entitled to a commission, fee or other payment of any nature in connection with this Agreement or any of the transactions contemplated hereby.

3.14. Operation In Accordance With Law. Seller is and on the Closing Date will be

in compliance with all applicable laws, ordinances, rules and regulations of the United States of America, and every state, county, municipality or any agency thereof having jurisdiction over Seller and relating to the Assets and the conduct of the Business, including, without limitation, those relating to zoning, health, sanitation, occupational safety, environmental protection, hazardous waste and pollution control. The condition of the Premises and the Assets shall be such as to allow issuance to Buyer of any and all licenses and permits necessary to operate the Business. Seller is not subject to any judgment, order, injunction or decree of any court, administrative agency, or other governmental authority materially adversely affecting the conduct of the Business.

3.15. Undisclosed Liability. Seller has no obligations, commitments or any other liabilities, absolute or contingent, known or unknown, relating to the Assets and the Business except as expressly disclosed herein.

3.16. Disclosure. No representation, warranty, covenant or agreement made by, or other obligation of Seller contained in this Agreement and no statement or description contained in any certificate, exhibit, list, financial documentation, business records, summary or other document provided or delivered by Seller to Buyer pursuant to this Agreement or in connection with the transactions contemplated hereby contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements and descriptions contained herein or therein not misleading.

ARTICLE IV **REPRESENTATIONS AND WARRANTIES OF BUYER**

Buyer represents and warrants to Seller on the date hereof and on the Closing Date as follows:

4.1. Duly Organized. As of the Closing Date, Buyer shall be a limited liability company duly organized, validly existing and in good standing under the laws of the State of Maryland.

4.2. Authorization and Binding Effect. Buyer has full power and authority, corporate and otherwise, to enter into this Agreement and all other obligations and agreements on the part of Buyer entered and to be entered into in connection herewith. The execution, delivery and consummation of this Agreement and all obligations and agreements on the part of Buyer entered into and to be entered into in connection herewith have been duly authorized by all necessary corporate action on its part and do not require any consent or approval of the officers, directors or stockholders of Buyer which has not been obtained. This Agreement, and the related Exhibits, constitutes a valid and binding obligation of Buyer enforceable against Buyer in accordance with the terms and conditions hereof.

4.3. No Breach of Other Agreements. Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereby will constitute a violation of or be in conflict with, or constitute a default under, or require any consent or approval that has not been obtained with respect to: (a) the Buyer's Articles of Incorporation, Charter, By-Laws, or any other organic document of corporate self-governance; (b) any agreement, instrument, or any obligation to which Buyer is a party or by which it is bound; or (c) any ordinance, statute or other law or any judgment, order, decree, award, citation, rule, regulation of any court, arbitrator or governmental authority.

4.4. Brokerage. Buyer has not and is not having any dealings with, and has not received and is not receiving any services from, any finder, broker, agent or other similar party, who is or will be entitled to a commission, fee or other payment from Buyer of any nature in connection with this Agreement or any of the transactions contemplated hereby.

4.5. Quarterly Reports. Buyer agrees to provide quarterly reports as well as Seller's right to Audit and promises that all payments due will be made thirty days after end of quarter. THE PROVISIONS HEREIN SHALL SURVIVE THE CLOSING OF THIS TRANSACTION.

ARTICLE V **FURTHER COVENANTS OF BUYER AND SELLER**

5.1. Covenants of Seller. Seller covenants and agrees that between the date hereof and the Closing Date, Seller shall not engage in any transaction or incur any obligation or liability except in the usual and ordinary course and manner of its business as presently conducted; shall use its best efforts to preserve its business organization relating to the Business intact, to keep available the services of its present employees and to preserve the goodwill of its suppliers, customers and other having business relations with Seller relating to the Business; and shall not operate the Business other than in the usual and ordinary course of business. Without limiting the generality of the foregoing, Seller, with regard to the operation of its business, shall not, without the prior written consent of Buyer, do any of the following:

(a) make any changes in any of its contracts or commitments, except such changes as occur in the ordinary course of business;

(b) incur any liability or obligation or make any new contracts or commitments or enter into any transaction except in the ordinary course of business, or become a party to any contract or agreement which has or may have a material adverse effect on its business or condition; and

(c) sell, assign, lease, encumber or otherwise transfer or dispose of any of the Assets, except in the ordinary course of business as presently conducted.

Seller shall give Buyer and its representatives full access during normal business hours to all of the Assets and all of its books and records, including tax returns. In the event that Seller does not have copies of signed tax returns, Seller shall execute IRS Form 4506-T to facilitate Buyer obtaining such copies. Seller shall furnish Buyer with all information concerning the operations and financial condition of Seller as Buyer may request. Seller will promptly advise Buyer of the occurrence of any events which come to its knowledge after the date of this Agreement and prior to the Closing Date relating to any of the matters which are the subject of its representations and warranties. Seller additionally covenants and agrees that between the date hereof and the Closing Date Seller will assist Buyer in Buyer's efforts to obtain any and all licenses, permits, approvals, consents, authorizations and other instruments and agreements which may be necessary or reasonably requested by Buyer in connection with the transactions contemplated hereby.

5.2. Covenants of Buyer. Buyer covenants and agrees that between the date hereof and the Closing Date to use its best efforts to obtain any and all licenses, permits, approvals, consents, authorizations and other instruments and agreements which may be necessary or reasonably requested by Seller in connection with the transactions contemplated hereby.

ARTICLE VI **CONDITIONS TO CLOSING**

6.1. Closing. The closing of the transactions contemplated by this Agreement (the "Closing") shall take place at the offices of Rochlin & Goldman, P.A. on or before March 31, 2013., or at such other place or date as the Buyer hereto may reasonably determine (the "Closing Date").

6.2. Conditions Precedent to Buyer's Obligations. The obligations of Buyer to close under this Agreement are subject to the fulfillment on or prior to the Closing Date of each of the following conditions:

(a) the representations and warranties made by Seller shall be true and correct as of the Closing Date, as though such representations and warranties were restated and made at and as of the Closing Date;

(b) the covenants and agreements made by, and other obligations of Seller contained herein shall have been performed to the extent that Seller was or is obligated to perform them prior to or at the Closing Date;

(c) as of the Closing Date, there shall not have been any material adverse change in Seller, and the Assets and Business since the date of this Agreement;

(d) all of the deliveries which Seller is obligated to make or cause to be made under Article VIII hereof shall have been made;

(e) from the date of this Agreement through the Closing Date, Seller shall have assisted Buyer with an orderly takeover of the Business by giving Buyer's designees access to the Business and the Premises during business hours and assisting and training Buyer with the operation of the Business;

(f) Seller shall have executed any and all documentation necessary to convey and allow Buyer to perfect its interest in the trade name;

6.3. Conditions Precedent to Seller's Obligations. The obligations of Seller to close under this Agreement are subject to the fulfillment on or prior to the Closing Date of each of the following conditions:

(a) the representations and warranties made by Buyer herein shall be true and correct as of the Closing Date, as though such representations and warranties were restated and made at and as of the Closing Date;

(b) the covenants and agreements made by, and other obligations of, Buyer contained herein shall have been performed to the extent that Buyer was or is obligated to perform them prior to or at the Closing Date; and

(c) the deliveries which Buyer is obligated to make under Article VIII hereof shall have been made.

ARTICLE VII **TERMINATION**

In the event that any of the respective Article VI conditions precedent to a party's obligations hereunder have not been fulfilled prior to Closing, such party may, at its option, terminate this Agreement without any further obligation or liability to the other party effective upon giving notice of such termination to such other party; provided, however, that if all of the respective Article VI conditions precedent to a party's obligations hereunder have been fulfilled prior to Closing, such party shall have no right to terminate this Agreement.

ARTICLE VIII
DELIVERIES AT CLOSING

8.1. Delivery by Seller. At the closing, Seller shall deliver or cause to be delivered to Buyer the following:

(a) bills of sale in the form attached hereto . (“Bill of Sale”), together with such other instruments of title, assignments and other appropriate instruments, certificates or written evidences of transfer to convey to Buyer all of Seller’s right, title and interest in and good and marketable title to the Assets and the Business, and physical possession of all personal property of every kind and description, both tangible and intangible, owned by Seller and relating to the Business on the Closing Date; and

(b) such additional instruments, consents, endorsements, certificates and documents as Buyer may reasonably consider necessary to transfer to and vest in the Buyer marketable title to the Assets to be purchased hereunder and all necessary licenses relating to the Business; and

(c) an opinion dated on or prior to the date of closing, of Seller’s counsel to the following effect:

(i) Seller is a duly organized and validly existing limited liability company in good standing under the laws of the State of Maryland.

(ii) Seller has the corporate power to carry on its business as it is presently being conducted, to enter into the Agreement, to assign, transfer and deliver to Buyers the properties, Assets and Business of Seller as contemplated by this Agreement;

(iii) All corporate proceedings required by law or by the provisions of this Agreement to be taken by the Board of Directors and shareholders of Seller on or before the date of this Agreement in connection with the consummation of the transaction contemplated by this contract, have been duly and validly taken;

(iv) This Agreement and the instruments executed and delivered to Buyers pursuant to this Agreement have been fully and properly authorized, executed and delivered and constitute the legal, valid and binding obligation of Seller or the stockholders of Seller, enforceable in accordance with their terms subject to the general laws of equity, bankruptcy and insolvency under either state or federal law;

(v) The performance of this Agreement and the consummation of the transactions contemplated by this Agreement will not result in any breach or violation of any of the terms or provisions of, or constitute a default under, Seller's Articles of Incorporation or bylaws, or any agreement or instrument to which Seller is a party or by which it is bound or to which any of its property is subject;

(vi) Seller's counsel has no knowledge of any litigation, proceeding or governmental investigation (whether state or federal) or labor dispute or labor trouble pending or threatened against or relating to Seller or its properties, assets or business.

(vii) SELLER IS TRANSFERRING ITS INTEREST IN A TURBINE WHICH HAS BEEN SOLD TO A THIRD PARTY IN OCEAN CITY, MARYLAND FOR \$49,500.00. THE CUSTOMER HAS PAID \$25,000 TO DATE AND OWES \$24,500. THE BUYER AGREES TO ATTEMPT TO CONSUMMATE THE TRANSACTION. IF HE IS SUCCESSFUL THE BUYER AND SELLER AGREE TO SPLIT THE NET PROCEEDS 50/50. THE SELLER SHALL ASSUME ANY AND ALL LIABILITY FOR THIS TRANSACTION AND HOLD THE BUYER HARMLESS FROM ANY ISSUE RELATING TO THE CONSUMMATION OF THE TRANSACTION.

ARTICLE IX **RISK OF LOSS**

9.1. The risk of loss, damage or destruction from any cause to the Assets shall be borne by Seller at all times between the date hereof and the Closing Date. In the event of damage to any of the Assets or in the event of the occurrence of any damage or event which prevents the conduct of the Business in the normal and usual manner and substantially in accordance with its existing practice, Seller shall promptly notify Buyer of the same in writing, specifying with particularity the loss or damage incurred, the cause thereof if known or reasonably ascertainable, and the insurance coverage. In the event any of the Assets damaged or destroyed are not repaired, replaced or restored on or before the closing Date, Buyer, at its sole option upon ten (10) days' prior written notice to Seller, may (a) elect to consummate the Closing and accept the same in its then existing condition, in which event Seller shall assign to Buyer all proceeds of insurance covering the property involved to the extent not previously applied to restore such property and/or appropriate deductions from the Purchase Price shall be made therefor; or (b) terminate this Agreement by giving written notice to Seller in which event there shall be no closing and this Agreement shall terminate without any further obligations and with all deposit monies being returned to Buyer.

ARTICLE X
SURVIVAL OF REPRESENTATIONS AND INDEMNIFICATION.

10.1. Indemnification of Seller. To the extent that the representations, warranties, covenants and agreements contained herein survive Closing, Buyer agrees to indemnify, defend and hold Seller harmless from and against any damage, liability, loss, cost or expense or any other liability of every nature, kind and description whatsoever (including, without limitation, reasonable attorneys' fees and expenses) incurred or suffered by Seller, by reason of or resulting from or arising out of:

(a) any and all liabilities, obligations or commitments of Buyer relating to its assets for the business that are attributable to periods from and after the Closing whether absolute or contingent, matured or unmatured, known or unknown and of every nature, kind and description whatsoever; and

(b) any misrepresentation or breach of any representation, warranty, covenant or agreement contained herein or in any document or instrument delivered by Buyer hereunder, or by reason of there being asserted against Seller any liability, demand, action, cause of action, claim or amount owed by Buyer to any third party.

10.2. Manner of Handling Claims. Seller, as the indemnified party pursuant to Section 10.1, shall give prompt written notice to the other, as the indemnifying party, of any claim by such indemnified party based on the indemnity agreements contained in this Agreement, stating the nature and basis of the claim and the amount thereof (if known). In the event that any action, suit or proceeding is brought against the indemnified party which might give rise to an indemnifiable loss, the indemnifying party shall have the right to control the defense of any such action, suit or proceeding. The indemnified party shall at all times have the right to participate fully in the defense of any action, suit or proceeding at its own expense. In the event that an indemnifying party undertakes a defense, the counsel chosen to conduct such defense shall be reasonably acceptable to the indemnified party. The parties agree to render to each other such assistance as may reasonably be required in order to ensure the proper and adequate defense of any such action, suit or proceeding. Neither Buyer nor Seller shall make a settlement of any claim for which indemnity is sought without the written consent of the other, which consent shall not be unreasonably withheld. In the event Buyer is the indemnified party, Buyer may, in addition to any other remedy, withhold and set off against monies due under the promissory note to Seller to the extent of any indemnification provided for under this Article XI.

10.3. Survival and Indemnification. All covenants, agreements, representations and

warranties made herein and in any certificate delivered pursuant hereto shall survive for a period of three (3) years from the Closing Date.

ARTICLE XI
COVENANT NOT TO COMPETE

(a) Seller, throughout this Article XI, covenants and agrees that for a period of three (3) years following the Closing Date it shall not, without the prior written consent of Buyer, directly or indirectly:

(i) Disclose in any manner to any person, firm or corporation any information concerning any matters affecting or relating to the Business, including, without limiting the generality of the foregoing, the identity of any of its customers, the revenues obtained from the sale of products, its manner of operation, plans, processes, products, or other data without regard to whether any of the foregoing will be found or deemed to be confidential, material or important, the parties hereto stipulating that, as between them, the same are material, confidential and important, and have a substantial affect upon the conduct of the Business; or

(ii) Engage in any activity which may affect adversely the interests of the Buyer and the Business, including, without limitation, directly or indirectly soliciting or diverting customers and/or employees of the Business or attempting to so solicit or divert such customers and/or employees, or

(iii) Engage in any capacity whatsoever (whether as stockholder, officer, director, employee, agent, consultant, advisor or investor), in any form of business entity seeking to engage or engaging in any activity which then is in competition with the Buyer, including but not limited to the operation of a similar company within a radius of ten (10) miles of the Premises and/or an off-Premises . in the State of Maryland. Seller agrees that the term, scope and geographic area of the covenants contained herein are reasonable and necessary; however, if any court of competent jurisdiction shall determine this covenant to be unenforceable as to either the term, scope or geographic area imposed above, then this covenant nevertheless shall be enforceable by such court as to such shorter term, such lesser scope or within such lesser geographic area as may be determined by the court to be reasonable and enforceable.

(b) Seller hereby covenants and agrees that in the event of its violation of these undertakings with the Buyer, as set forth in this Article XI, the damage that the Buyer would sustain would be substantial and irreparable. To protect the Buyer from such an occurrence, the Buyer, in addition to any other rights and remedies available to it hereunder, at law or otherwise, shall be entitled, (i) to an *ex parte* injunction to be issued

by any court of competent jurisdiction enjoining and restraining the Seller and its employees, agents, officers, and stockholders from committing or continuing to commit any violation of this Agreement; and Seller hereby consents to the issuance of such injunction; and (ii) to recover from Seller all gross profit earned by the business entity on whose behalf Seller conducted such activity in violation of Article XI, Section (a)(ii) and/or (iii) hereof.

ARTICLE XII
ADDITIONAL PROVISIONS

12.1. Aaron Trust The Trustees of the Aaron Trust are the sole member of the Seller by virtue of the death of Albert Aaron. Under no circumstances shall the Trustees of the Aaron Trust or the Aaron Trust itself have any liability to the Buyer herein or to any other person or entity in connection with the ownership or sale of the assets of ENERGY DYNAMICS, LLC

12.2. Further Assurances. The parties hereto hereby agree to do such further acts and things, and to execute and deliver such additional conveyances, assignments, agreements and instruments, as either may at any time reasonably request in order to better assure and confirm unto each party their respective rights, powers and remedies conferred hereunder.

12.3. Expenses. All expenses in connection with the sale herein shall be paid by Buyer with the exception of the UL outstanding fees which shall be paid on a pro rated basis. Seller is responsible for UL cost through March 15, 2013. Buyer shall be responsible for all cost thereafter.

12.4. Notices. Any notice, payment, demand or any other communication required or permitted to be given hereunder shall be either in writing and sent by certified mail, fax or delivered by hand to the applicable party or parties at the address(es) indicated below:

If to Seller: HOWARD E. GOLDMAN, TRUSTEE
 STEVE ALBERT, TRUSTEE
 100 Church Lane
 Pikesville, Maryland 21208

If to Buyer: RAMI LOYA
 903 Willowleaf Way
 Rockville, Maryland 20854

or, as to each party at such other address(es) as may be designated from time to time by such party or parties by like notice to the other parties, complying with this section. All such notices, payments, demands or other communications shall be deemed validly given and legally effective when: (a) deposited in the United States postal system, by either certified or registered mail, postage prepaid thereon and return receipt requested (in the case of notice via mail); (b) handed over, delivered, faxed or otherwise deposited with the telegraph company for transmission (in the case of telegraphic notice); or (c) placed in the hands of a competent adult authorized to accept the same (in the case of notice via hand delivery).

12.5. Severability. If any term or condition of this Agreement should be held invalid by a court, arbitrator or tribunal of competent jurisdiction in any respect, such invalidity shall not affect the validity of any other term or condition hereof. If any term or condition of this Agreement should be held to be unreasonable as to time, scope or otherwise by such a court, arbitrator or tribunal, it shall be construed by limiting or reducing it to the minimum extent so as to be enforceable under then applicable law. The parties hereto acknowledge that they would have executed this Agreement with any such invalid term or condition excluded or with any such unreasonable term or condition so limited or reduced.

12.6. Entire Agreement; Amendment. This Agreement constitutes the entire agreement of the parties with regard to the specific subject matter hereof and supersedes all prior written or oral understandings between the parties. As the final written expression of all of the agreements and understandings among the parties hereto, this Agreement is an exhaustive and complete expression of the parties' intent and therefore may be modified only by a writing signed by all of the parties.

12.7. Waiver. Any waiver by either party of a breach of any provision of this Agreement shall not operate as or be construed to be a waiver of any other breach of such provision or of any breach of any other provision of this Agreement. The failure of a party to insist upon strict adherence to any term of this Agreement on one or more occasions shall neither be considered a waiver nor deprive that party of any right thereafter to insist upon strict adherence to that term or any other term of this Agreement. Any waiver must be in writing and signed by the party to be charged therewith.

12.8. Binding Effect. This Agreement shall be binding upon, and inure to the benefit of, the heirs, personal representatives, legal successors and assigns of the respective parties hereto; provided that, neither party shall assign this Agreement without the written consent of the others and any attempted assignment without said consent shall be null, void and without any effect whatsoever *ab initio*.

12.9. Exhibits and Schedules. The exhibits attached hereto and each certificate, schedule, list, summary or other document provided or delivered pursuant to this Agreement or in connection with the transactions contemplated hereby are incorporated herein by reference and made a part hereof.

12.10. Construction. This Agreement shall be governed, enforced, performed and construed in accordance with the laws of the State of Maryland.

12.11. Time of the Essence. Time is of the essence with respect to the performance of this Agreement.

12.12. Counterparts. Provided that all parties hereto execute a copy of this Agreement, this Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Signatures delivered by facsimile shall be as effective and binding as if originals.

12.13. Headings. The headings contained herein are included solely for ease of reference and in no way shall limit, expand or otherwise affect either the substance or construction of the terms and conditions of this Agreement or the intent of the parties hereto.

12.14. Acceptance. If this Agreement is not signed by Seller and a fully executed original hereof delivered to Buyer prior to 5:00 P.M. on the 31st day of March, 2013, the offer conveyed by this Agreement shall automatically terminate and be of no further force and effect.

12.15. Effective Date. If no date is specified in section 1.3(d), the effective date shall be the date of delivery of this agreement, fully executed, to Buyer and seller. Either party may request that the other party promptly execute a memorandum specifying the Effective Date.

(signatures appear on following page)

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement under seal as of the day and year first above written.

WITNESS/ATTEST:

BUYER:

Rami Loya (SEAL)

SELLER:

ENERGY DYNAMICS, LLC.

BY:

Howard E Goldman, Trustee (SEAL)

Steve Albert, Trustee (SEAL)

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement under seal as of the day and year first above written.

WITNESS/ATTEST:

BUYER:

Rami Loya (SEAL)

SELLER:

ENERGY DYNAMICS, LLC.

BY:

3/20/13

Howard E. Goldman (SEAL)
Howard E Goldman, Trustee

3-20-13

Steve Albert (SEAL)
Steve Albert, Trustee

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement under seal as of the day and year first above written.

WITNESS/ATTEST:

BUYER:

[Signature]

Roy Loya (SEAL)
Rami Loya

SELLER:

ENERGY DYNAMICS, LLC.

BY:

3/20/13

Howard E. Goldman (SEAL)
Howard E Goldman, Trustee

3-20-13

Steve Albert (SEAL)
Steve Albert, Trustee