

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM391064

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Asset Purchase Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Advance Planning Services, LLP		08/01/2014	Limited Liability Partnership: WISCONSIN
RECEIVING PARTY DATA			
Name:	Advance Planning Services, LLC		
Street Address:	431 East Apple Creek Rd		
City:	Appleton		
State/Country:	WISCONSIN		
Postal Code:	54913		
Entity Type:	Limited Liability Company: NEVADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3202610	ADVANCE PLANNING SERVICES	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	susan.zablocki@kirkland.com		
Correspondent Name:	Susan Zablocki		
Address Line 1:	Kirkland & Ellis LLP		
Address Line 2:	601 Lexington Avenue		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	22783-62		
NAME OF SUBMITTER:	Susan Zablocki		
SIGNATURE:	/susan zablocki/		
DATE SIGNED:	07/11/2016		
Total Attachments: 39			
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ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT (the "Agreement"), is entered into on this 1st day of August, 2014, by and among Advance Planning Services, LLP, a Wisconsin limited liability partnership, (hereinafter referred to as the "Seller") doing business at 431 East Apple Creek Road, Appleton, Wisconsin and Advance Planning Services, LLC, a Nevada limited liability company (hereinafter referred to as the "Buyer").

RECITALS:

Seller owns and operates an insurance agency through which life insurance, annuity and pre-need funeral planning products are sold through the insurance companies as listed on the attached Schedule "A" (comprehensively, the "Business"); and

Except for the Excluded Assets (as such term is defined herein), Seller desires to sell and transfer the Assets (as such term is defined herein) of the Business to Buyer, and Buyer desires to purchase the same from Seller, subject to the terms and conditions set forth in this Agreement. Such assets shall include, but not be limited to, all inventories, all client-customer/member databases and marketing rights therein, all intellectual property, all trademarks, all accounts and

numbers, all legally assignable government permits, and certain documents, files and records containing technical support and other information pertaining to the operation of the Business, such assets to be more specifically described below.

NOW, THEREFORE, in consideration of the premises, the mutual covenants contained in the Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound hereby, agree as follows:

ARTICLE I PURCHASE AND SALE

1.1 **Purchase and Sale.** Seller agrees to sell, transfer, assign, convey and deliver to Buyer, and Buyer agrees to purchase from Seller, all of Seller's right, title and interest in all the assets (except the Excluded Assets, as defined below) of Seller that are used in connection with the Business (collectively the "Assets"), free and clear of all security interests and liability other than the Assumed Liabilities (as defined in Section 2.1(1)), which Assets shall be comprised of the following:

- (1) All documents, files, books, lists, records and correspondence, whether written or electronically stored or otherwise recorded in each case, relating to the Business;
- (2) To the extent transferable under the terms thereof and permitted by law, all contracts listed on Schedule 1.1(3)(A) attached hereto and insurance company and broker agreements, primarily used in connection with the Business as listed on Schedule 1.1(3)(B) (the "Contracts");

- (3) All rights of Seller in the intangible or intellectual property owned or licensed by Seller and used in the Business, including the licenses, copyrights, trade names, trademarks, service marks, applications, training and promotional material, and client lists (the "Intellectual Property");
- (4) All goodwill, customer relationships and existing and prospective customer lists relating to or arising from the Business, all client-customer/member databases and marketing rights therein, all commissions earned and recognized after the Final Closing with respect to the Business, all rights to renew policies for existing or prospective clients of the Business and other rights to receive payments arising from the operations of the Business after Final Closing; and
- (5) All rights, to the extent assignable or transferable, to all licenses, certificates, franchises, accreditations, registrations or permits used or useful in connection with the Business, including without limitation the items set forth on Schedule 1.1(5) attached hereto.

1.2 **Excluded Assets.** Seller is not selling and Buyer is not purchasing or assuming obligations with respect to the following (collectively, the "Excluded Assets"):

- (1) The tangible personal property, computers, furniture, and other tangible personal property listed on Schedule 1.1(1) attached hereto (collectively, the "Equipment and Furnishings");
- (2) Seller's corporate and fiscal records and other records that Seller is required by law to retain in its possession; and
- (3) All cash, bank accounts and other investments or deposits of Seller (the "Cash and Cash Equivalents"):
 - a. Seller's pension, retirement, profit sharing, deferred compensation, employee health or welfare benefit plans or employment agreements in existence for its employees, if any exist; and
 - b. Those items described on Schedule 1.2(4) attached hereto.

The parties acknowledge and agree that Seller is not conveying to Buyer any of the Excluded Assets and that, following Closing (as defined in Section 7.1 hereof), Buyer will not have any right, title, or interest with respect to the Excluded Assets.

ARTICLE II

ASSUMED CONTRACTS AND LIABILITIES

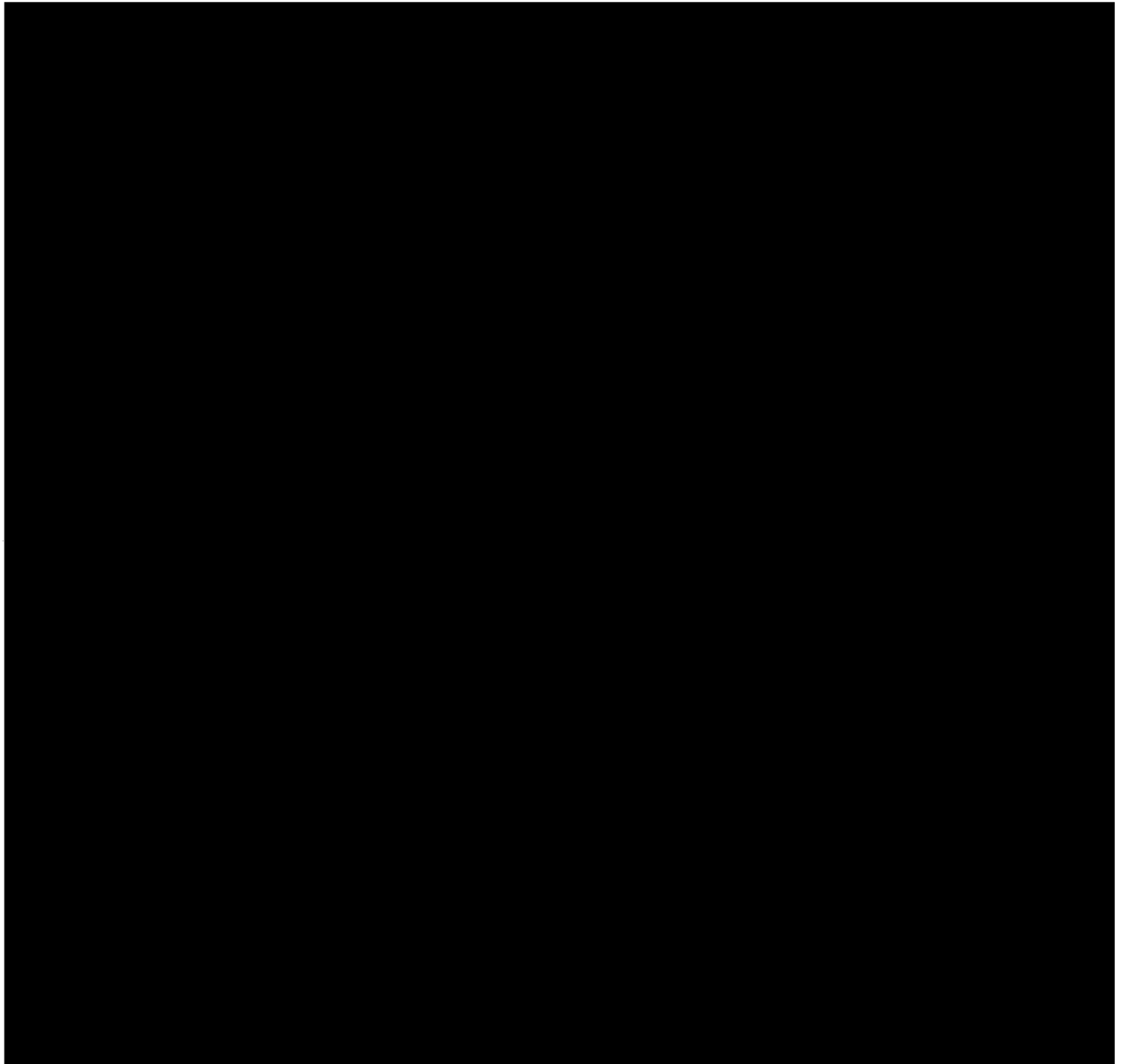
2.1 **Assumed Contracts, Leases and Liabilities.**

- (1) At Closing, Buyer will assume and agree to pay or perform, as the case may be, the future performance of obligations arising after Closing under the licenses, permits, leases and contracts which Buyer expressly elects to assume as set forth on Schedule 2.1(1) (collectively, the "Assumed Liabilities").
- (2) It is expressly agreed and understood by each of the parties to this Agreement that Buyer does not assume, and shall not be liable for, any other debt, liability or obligation of Seller related to the Assets, including without limitation the obligation to pay premiums and/or pay bank, agent and broker commissions (if any) relating to

insurance premiums invoiced prior to the Closing, and that Seller shall remain liable and responsible for the payment or performance, as the case may be, of all debts, liabilities, obligations, contracts, leases, taxes, broker or finder's fees for persons engaged by Seller, contingent liabilities and other obligations that are not Assumed Liabilities (the "Retained Liabilities").

ARTICLE III
PURCHASE PRICE; TAX PROVISIONS

- 3.1 **Purchase Price.** The purchase price (the "Purchase Price") payable by Buyer to Seller for the Assets, and in consideration for the agreements contained herein, shall be determined and be payable, in the following manner:



3.2 Tax Provisions.

- (1) Tax Allocation. Seller and Buyer agree that the consideration for the tangible Assets shall be allocated as set forth on Schedule 3.2(1) attached hereto. No party shall take a position on any Tax Return, or in any judicial proceeding, that is inconsistent with such allocation.
- (2) Transfer Taxes. All transfer Taxes, including any sales and use Taxes, arising out of or in connection with the transactions contemplated by this Agreement shall be paid by Seller. Each party will use its commercially reasonable efforts to avail itself of any available exemptions from any such Taxes and will cooperate with the other party in providing any information and documentation that may be necessary to obtain such exemptions.
- (3) General Taxes. Except as provided in this Section 3.2, Seller shall be liable for, and pay as a Retained Liability, all Taxes applicable to the Seller, including, without limitation, all income or franchise Taxes of Seller arising from the sale of the Assets pursuant to this Agreement or the operation of the Business prior to Closing.
- (4) Property Taxes. Seller shall be liable for, and pay as a Retained Liability, all personal property Taxes (or other similar Taxes) for which Tax Returns cover a Taxable period ending before or on the Closing Date.
- (5) Post-Closing Cooperation. To the extent relevant to the Assets, the parties hereto shall (i) provide each other with such assistance as may reasonably be required in connection with the preparation of any Tax Return and the conduct of any audit or examination by any Taxing authority or in connection with judicial or administrative proceedings relating to any liability for Taxes, and (ii) provide the other with all records or other information that may be relevant to the preparation of any Tax Return, or the conduct of any audit or examination or other proceeding related to Taxes.
- (6) Payroll Tax Matters. The Seller shall be responsible to prepare and furnish to all of their employees and agents Forms W-2 and/or Forms 1099 which shall reflect all wages and compensation paid to such employees by Seller through the date of Closing.
- (7) Tax-Related Definitions. As used in this Agreement, the term "Taxes" shall mean all federal, state, local, foreign and other net income, gross income, gross receipts, sales, use, ad valorem, transfer, franchise, profits, license, lease, service, service use, withholding, payroll, employment, excise, severance, stamp, occupation, premium, property, windfall profits, customs, duties or other taxes, fees, assessments or charges of any kind whatsoever, together with any interest and any penalties, additions to tax or additional amounts with respect thereto, and including liabilities under escheat, unclaimed property laws or similar laws, and the term "Tax" means any of the foregoing taxes. The term "Tax Return" shall mean any report, return, declaration, claim for refund, or information return or statement relating to Taxes, including any Schedule or attachment thereto, and including any amendment thereof.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF SELLER

As a material inducement to Buyer to enter into this Agreement and to consummate the transactions contemplated herein, Seller hereby represents and warrants to Buyer, which representations and warranties shall be true and correct on the date hereof and as of the date of Closing, as follows:

- 4.1 **Organization, Qualification and Authority.** Seller is duly organized and validly existing in its state of organization and is in good standing and qualified to do business in all jurisdictions where Seller conducts business except where such failure to be in good standing would not have an adverse effect on the Business or the Assets. Seller has full power and authority to own, lease and operate its facilities and assets as presently owned, leased and operated and to carry on the Business as it is now being conducted. The execution, delivery and consummation of this Agreement, and all other agreements and documents executed in connection herewith by Seller, have been duly authorized by all necessary action on the part of Seller. This Agreement shall constitute the valid binding obligations of Seller, enforceable in accordance with their respective terms.
- 4.2 **Absence of Default.** Seller is not in default under, nor has any event occurred which, with or without notice or the lapse of time or action by a third party, could result in default under any outstanding indenture, mortgage, contract, lease, insurance policy or agreement that would affect the Business or Assets. The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated by this Agreement by Seller will not (i) violate any provision of, or result in the breach of, or constitute a default under, or conflict with (a) any terms or provisions of the articles and limited liability company agreement of the Seller (or any resolutions adopted thereunder), (b) any law the violation of which would result in a liability that could affect the Business or Assets in an adverse manner, or (c) any order, writ, injunction or decree of any court, governmental agency or arbitration tribunal; (ii) assuming receipt of the consents described in Section 4.6, constitute a violation of (or an event that with or without notice or lapse of time or both would constitute) a default under, termination of or a conflict with, any term or provision of any contract, commitment, indenture, lease or other agreement that would result in an adverse effect upon the Business or the Assets, or any other restriction of any kind to which the Seller is a party or by which Seller is bound that would result in an adverse effect upon the Business or the Assets; (iii) cause, or give any party grounds to cause (with or without notice, the passage of time, or both) the maturity of any liability or obligation of the Seller to be accelerated, or increase any such liability or obligation; or (iv) create any lien, security interest, charge, encumbrance or restriction upon any of the Assets.
- 4.3 **Authorization.** The execution, delivery and performance of this Agreement and any and all other agreements contemplated by this Agreement have been duly authorized by the Managing Partners, Members or Officers of Seller. The individuals executing this Agreement and all other agreements contemplated by this Agreement on behalf of and in the name of Seller are duly authorized and empowered to so act.

- 4.4 **Legality and Enforceability.** This Agreement has been duly executed and delivered by Buyer and is the legal, valid and binding obligation of Seller enforceable against Seller in accordance with its terms.
- 4.5 **Litigation.** There is no pending or, to Seller's knowledge, threatened action relating to the transaction contemplated hereby or generally to the Business or the Assets. Seller is not a party to any pending action, nor is Seller in receipt of any inquiry, notice, citation, investigation or complaint from any governmental entity or third party that would materially and adversely affect Seller's ability to perform its obligations under this Agreement or affect the Business or Assets.
- 4.6 **Consents and Approvals.** Except as set forth on Schedule 4.6, no consents, approvals, authorizations or orders of third parties, including governmental authorities, are necessary for the authorization, execution and performance by the Seller of this Agreement and the transactions contemplated hereby.
- 4.7 **Contracts and Commitments.** Except as noted in Schedule 4.7, to Seller's knowledge, the Contracts are valid and in full force and effect; each is a legal, valid and binding Contract; there has been no threatened cancellation thereof or outstanding disputes thereunder; all will continue to be binding in accordance with their terms after consummation of the transactions contemplated herein (except to the extent that Schedule 4.7 states that a consent to assignment is required for such Contract and such consent is not obtained); there is no default (or an event which, with the giving of notice or lapse of time or both would be a default) by the Seller; and there is no pending or threatened, bankruptcy, insolvency or similar proceeding with respect to any other party to the Contracts.
- 4.8 **Taxes.** The Seller has timely filed all Tax Returns required to be filed. The Seller has paid all Taxes due and payable. The Seller and any predecessors in interest have withheld or collected from each payment made to each of their employees in connection with the Business the amount of all Taxes required to be withheld or collected therefrom, and the Seller and any predecessors in interest have paid the same to the proper tax depositories or collecting authorities. There are no liens on any of the Assets with respect to Taxes. There is no action, suit, investigation, audit, claim or assessment pending or proposed or threatened with respect to Taxes of the Business or the Assets, and, to the best of Seller's knowledge, no basis exists therefor.
- 4.9 **Customers; Accounts.** Schedule 4.9 lists all of the present customers and clients of the Business and their related accounts.
- 4.10 **Ownership of Properties.** The Seller either owns the Assets listed on Schedule 1.1(1) or leases them pursuant to a Contract. Except as set forth on Schedule 4.10, the Seller has good title to all of the Assets owned by it, including fixed assets, and all contract rights and intangible assets, and good and valid lease rights in all of the Assets leased by it, in each case free and clear of mortgages, security interests, liens, defects, charges, encumbrances, restrictions and rights of third parties. All equipment and other tangible personal property constituting a portion of the Assets are being transferred on an "AS IS" "WHERE IS" basis, with no representation or warranties other than those expressly set forth herein.

- 4.11 **Intellectual Property.** Seller owns or has the right to use the Intellectual Property, as further described on Schedule 4.11, and following the Closing, the Buyer will own or be able to use the Intellectual Property on the identical terms and conditions as the Seller owned or used such items prior to the Closing, subject to the receipt of any third party consents identified on Schedule 4.11 as being necessary for the valid transfer of such Intellectual Property.
- 4.12 **Licensure; Compliance with Laws, Regulations and Court Orders.** Schedule 4.12 sets forth all of the licenses, certificates, franchises, accreditations, registrations, or permits relating to the Business. To Seller's knowledge, there is not any outstanding or threatened order, writ, injunction or decree of any court, governmental agency or arbitration tribunal against or affecting the Business or the Assets. Seller is in compliance with all applicable federal, state and local laws, license terms, regulations and administrative orders except where such non-compliance is not reasonably anticipated to have an adverse effect on the Business or the Assets, and has received no notices of alleged violations thereof except as disclosed in Schedule 4.12 hereof. To the best of Seller's knowledge, no governmental authorities are currently conducting proceedings against Seller or any employee of Seller with respect to the Business, and no such investigation or proceeding is pending or being threatened.
- 4.13 **Insurance.** Seller has in effect and has continuously maintained insurance coverage on an "occurrence" basis for its operations, personnel and Assets.
- 4.14 **Broker's or Finder's Fee.** All negotiations relative to this Agreement and the transactions contemplated hereby have been carried on directly by Buyer with Seller without the intervention of any broker or other person engaged by Buyer so as to afford a basis for any claim for brokerage or other commissions or fees relative to this Agreement or the transactions contemplated hereby.
- 4.15 **Disclosure.** No representation made herein by Seller, contains any untrue statement of a material fact or omits to state a material fact necessary to make these statements not misleading.

ARTICLE V
REPRESENTATIONS AND WARRANTIES OF BUYER

As an inducement to Seller to enter into this Agreement and to consummate the transactions contemplated herein, Buyer hereby represents and warrants to Seller, which representations and warranties shall be true and correct on the date hereof and on the date of Closing, as follows:

- 5.1 **Organization, Qualification and Authority.** Buyer is duly organized, validly existing and in good standing under the laws of the State of Nevada. Buyer has the full power and authority to execute this Agreement and all documents and agreements necessary to give effect to the provisions of this Agreement and to consummate the transactions contemplated thereby. The execution, delivery and consummation of this Agreement and

all other agreements and documents executed in connection herewith by Buyer has been duly authorized by all necessary corporate action on the part of Buyer. This Agreement shall constitute the valid binding obligations of Buyer, enforceable in accordance with their respective terms.

- 5.2 **Absence of Default.** The execution, delivery and consummation of this Agreement by Buyer will not constitute a violation of, or be in conflict with, any obligation or liability of Buyer.
- 5.3 **Board and Member Authorization.** The execution, delivery and performance of this Agreement and any and all other agreements contemplated by this Agreement have been duly authorized by the Managing Members or authorized officer of Buyer. The individuals executing this Agreement and all other agreements contemplated by this Agreement on behalf of and in the name of Buyer are duly authorized and empowered to so act.
- 5.4 **Non-contravention; Consents.** The execution, delivery and performance of this Agreement does not and will not, after the giving of notice, the lapse of time or otherwise conflict with, result in a breach of, or constitute a default under any contract to which Buyer is a party or violate any material law or regulation applicable to Buyer.
- 5.5 **Legality and Enforceability.** This Agreement has been duly executed and delivered by Buyer and is the legal, valid and binding obligation of Buyer enforceable against Buyer in accordance with its terms.
- 5.6 **Litigation.** There is no pending or, to Buyer's knowledge, threatened action relating to the transaction contemplated hereby. Buyer is not a party to any pending action, nor is Buyer in receipt of any inquiry, notice, citation, investigation or complaint from any governmental entity or third party that would materially and adversely affect Buyer's ability to perform its obligations under this Agreement.
- 5.7 **No Restrictions.** Buyer is not a party to, subject to or bound by any agreement or order of any governmental entity which could prevent the consummation of the transactions contemplated herein.
- 5.8 **No Broker.** All negotiations relative to this Agreement and the transactions contemplated hereby have been carried on directly by Buyer with Seller without the intervention of any broker or other person engaged by Buyer so as to afford a basis for any claim for brokerage or other commissions or fees relative to this Agreement or the transactions contemplated hereby.

ARTICLE VI
REPRESENTATIONS AND WARRANTIES OF BUYER AND SELLER

- 6.1 **Ownership of Intellectual Property.** The parties will take all actions necessary (including, but not limited to, the execution of all necessary documents and agreements) in order for Buyer to create, perfect or renew rights in any Intellectual Property.

- 6.2 **Third Party Consents.** Seller shall use its reasonable best efforts to obtain for the benefit of Buyer, all consents and authorizations of the third parties to the Contracts set forth on Schedule 1.1(3)(A) & (B).
- 6.3 **COBRA Rights.** Seller shall provide all notices and coverages to employees to which they may be entitled as a result of termination of employment prior to the Closing under the Consolidated Omnibus Budget Reconciliation Act (COBRA) and Seller will continue to provide continuation coverage to any such former employees who are receiving COBRA coverage. Seller and Buyer acknowledge and agree that no employment agreements nor employee related obligations are to be included in the Contracts assigned to Buyer under the terms of this Agreement.

ARTICLE VII CLOSING

- 7.1 **Closing.** The Initial Closing shall occur on or by August 1, 2014, and the Final Closing shall occur on or by December 31, 2014, at such time or place as the parties may mutually agree (referred to herein as the "Closing" or the "Final Closing"). In the event that Closing has not occurred by such date then either party not in default hereunder may terminate this Agreement without further obligation, or the Closing may be extended by mutual agreement of Buyer and Seller.

ARTICLE VIII SELLER'S CONDITIONS TO CLOSE

The obligations of Seller under this Agreement are subject to the satisfaction on or prior to Closing, of the following conditions (which may be waived in writing by Buyer in whole or in part):

- 8.1 **Representations and Warranties True at Closing; Compliance with Agreement.** The representations and warranties of Buyer contained in this Agreement (including the Schedules and attachments hereto) or in any certificate or document delivered to Seller pursuant hereto, shall be deemed to have been made again at the Final Closing and shall then be true in all respects; and Buyer shall have performed and complied with all covenants, agreements and conditions required by this Agreement to be performed or complied with by it prior to or at Final Closing.
- 8.2 **No Action/Proceeding.** No action or proceeding before a court or any other governmental agency or body shall have been instituted or threatened to restrain or prohibit the transaction hereunder contemplated.
- 8.3 **Payment of the Purchase Price.** Buyer shall pay to Seller, in immediately available funds, the cash portion of the Purchase Price as referenced in Section 3.1(a) above. Buyer shall also deliver the payments as described in Section 3.1(b), (c) and (d), to Seller in a timely manner.

ARTICLE IX
BUYER'S CONDITIONS TO CLOSE

The obligations of Buyer under this Agreement are subject to the satisfaction, on or prior to Final Closing, of the following conditions (which may be waived in writing by Buyer in whole or in part):

- 9.1 **Representations and Warranties True at Closing; Compliance with Agreement.** The representations and warranties of Seller contained in this Agreement (including the Schedules and attachments hereto) or in any certificate or document delivered to Buyer in connection herewith, shall be deemed to have been made again at the Final Closing and shall then be true in all respects; and Seller shall have performed and complied with all covenants, agreements and conditions required by this Agreement to be performed or complied with by them prior to or at Final Closing.
- 9.2 **Due Diligence.** On or before Final Closing, Buyer shall have completed to its satisfaction all due diligence with respect to the Business and reviews of Seller's assets.
- 9.3 **Documentation.** The negotiation, execution and delivery of this Agreement and all ancillary documents related thereto as reasonably acceptable to the parties and their respective counsel shall have occurred.
- 9.4 **Member Approval.** Buyer's Managing Members or authorized officer shall have approved this Agreement and executed all necessary corporate resolutions and other documents authorizing Buyer's execution of this Agreement and Buyer's subsequent performance of its obligations hereunder.
- 9.5 **No Action/Proceeding.** No action or proceeding before a court or any other governmental agency or body shall have been instituted or threatened to restrain or prohibit the transaction hereunder contemplated.

ARTICLE X
OBLIGATIONS OF SELLER AT CLOSING

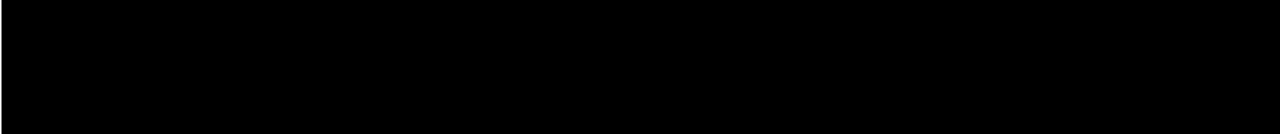
At Final Closing, Seller shall deliver or cause to be delivered to Buyer the following in form and substance reasonably satisfactory to Buyer:

- 10.1 **Documents Relating to Assets.** Seller shall execute, acknowledge, deliver and cause to be executed, acknowledged and delivered to Buyer:
 - (1) A Bill of Sale, attached hereto as Schedule 10.1(1), conveying to Buyer all of Seller's right, title and interest in and to the Assets, free and clear of all liens and security interests.
 - (2) Any related assignment agreements as set forth on Schedule 10.1(2).

- 10.2 **Possession.** Seller shall deliver to Buyer full possession and control of the Assets.
- 10.3 **Corporate Good Standing and Corporate Resolutions.** Seller shall deliver to Buyer a certificate of good standing from the Secretary of State of its state of organization of Seller (dated the most recent practical date prior to Closing), certified copies of the resolutions of Seller, authorizing the execution, delivery and consummation of this Agreement and the other agreements contemplated thereby.
- 10.4 **Additionally Requested Documents; Post Closing Assistance.** At the reasonable request of Buyer at Closing and at any time or from time to time thereafter, Seller shall cooperate with Buyer to put Buyer in actual possession and operating control of the Assets and Business, execute and deliver such further instruments of sale, conveyance, transfer and assignment, as Buyer may reasonably request in order to effectively convey, transfer and assign the Assets to Buyer.

ARTICLE XI
OBLIGATIONS OF BUYER AT CLOSING

At Closing, Buyer shall deliver or cause to be delivered to Seller the following in form and substance reasonably satisfactory to Seller:

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- 11.2 **Corporate Good Standing and Corporate Resolutions.** Buyer shall deliver to Seller a certificate of good standing from the Secretary of State of Nevada, dated the most recent practical date prior to Initial Closing, together with a certified copy of the resolution(s) of the Company approving this Agreement and the consummation of the transactions hereunder contemplated.

ARTICLE XII
SURVIVAL OF REPRESENTATIONS
AND WARRANTIES PROVISIONS AND INDEMNIFICATION

- 12.1 **Survival.** The representations, warranties and covenants of Seller and Buyer in this Agreement or any certificate or document shall survive the Final Closing for thirty-six (36) months and any claim for indemnification hereunder must be made in writing in accordance with Section 12.4 below prior to the end of such period.
- 12.2 **Indemnification by Seller.** Seller shall promptly indemnify, defend, and hold harmless Buyer, the directors, officers, managers, interest holders, members, employees and agents of Buyer, and the Assets against any and all losses, costs, and expenses (including reasonable attorney's fees and expenses actually incurred) and other damages resulting from (i) any breach by Seller of any of the covenants, obligations, representations or warranties contained in this Agreement, (ii) the Retained Liabilities or any other liability

not expressly assumed by Buyer pursuant to Section 2.1, and (ii) any claim (whether or not disclosed herein) that is brought or asserted by any third party(ies) against Buyer arising out of the ownership, licensing, or operation of the Assets through the date of Closing. Notwithstanding the foregoing, with respect to indemnification obligations in clause (j) in this Section, Seller's indemnification obligations shall be limited, in the aggregate, to the Purchase Price.

12.3 Indemnification by Buyer. Buyer shall promptly indemnify, defend, and hold harmless Seller and its directors, officers, shareholders, employees and agents against any and all losses, costs, and expenses (including reasonable attorney's fees and expenses actually incurred) and other damages resulting from (i) any breach by Buyer of any covenants, obligations, representations or warranties or breach or untruth of any representation, warranty, fact or conclusion contained in this Agreement or any certificate or document of Buyer delivered pursuant to this Agreement, (ii) any claim which is brought or asserted by any third party(ies) against Seller for failure to pay or perform any of the Assumed Liabilities, and (iii) any claim that is brought or asserted by any third party(ies) against Seller arising out of the ownership, licensing, or operation of the Assets or the conduct of any of Buyer's officers, employees, agents or independent contractors, relating to all periods of time subsequent to the date of Closing.

12.4 Indemnification Procedure. Should any claim be made by a person not a party to this Agreement with respect to any matter to which either of the foregoing indemnities relates, the indemnified party (the "Indemnitee") shall promptly notify the indemnifying party (the "Indemnitor") thereof. The Indemnitee, on not less than a thirty (30) day written notice to the Indemnitor containing the terms of the proposed settlement, may make settlement of such claim and such settlement shall be binding on both parties hereto for the purposes of this Section; provided, however, that if within such thirty (30) day period the Indemnitor shall admit its liability for indemnity and shall have requested the Indemnitee to contest any such claim at the expense of the Indemnitor, the Indemnitee shall promptly comply, and the Indemnitor shall have the right to direct the defense of such claim or any litigation based thereon at its own expense through counsel of its own choosing. The Indemnitee shall also have the right to participate in the settlement of any such claim or in any such litigation so long as its participation is at its own expense and with the understanding that the Indemnitor may settle in its own discretion (subject to the final sentence of this paragraph). Any payment or settlement made by the Indemnitor in such contest, together with the total expense thereof, shall be binding on the Indemnitor, and if accompanied by a full and unconditional release of all liability, the Indemnitee, for the purposes only of this Section. Notwithstanding anything herein to the contrary, an Indemnitor shall not, without the prior written consent of the indemnified party, settle any claim in any manner, which adversely affects the Indemnitee.

ARTICLE XIII **NON-COMPETITION PROVISIONS**

13.1 Recitals. The parties hereto agree that the covenants, agreements and restrictions (hereinafter "this covenant") contained herein are necessary to protect the business goodwill, business interests and proprietary rights of Buyer in and to the Assets and that the

parties hereto have independently discussed, reviewed and had the opportunity for legal counsel to consider this agreement and now hereby agree and stipulate to the following:

- (1) This covenant is an integral part of an enforceable agreement and the covenants contained herein were made at the time this agreement was consummated by the parties hereto; and
- (2) This covenant is fair and reasonable in its geographical area, length of time and scope of activity being restrained.

13.2 Restrictive Covenants. Seller expressly agrees that for a period of ten (10) years following the closing of this Agreement, Seller and Seller's officers and partners, including specifically its principal, Ed Patschke, will not, directly or indirectly, as an individual, owner, employee, agent, proprietor, partner, broker, officer, director, shareholder, member, manager or otherwise, use or divulge the confidential information and trade secrets relating to the Business or Assets to any person or to any competitive business that would compete directly or indirectly with Buyer's business without the prior written consent of Buyer, which consent may be withheld for any reason.

13.3 Competing with or Soliciting Customers after Closing of this Agreement. Seller and Seller's principal, Ed Patschke, by their signatures hereon agree that each shall not, directly or indirectly, as an individual, owner, employee, agent, proprietor, partner, broker, officer, director, shareholder, member, manager or otherwise, for a period of ten (10) years following the closing of this Agreement, either directly or indirectly:

- (1) Make known to any person, firm or corporation the names and addresses of any of the customers or clients of the Business or any other information pertaining to them;
- (2) Call on, solicit or take away, or attempt to call on, solicit or take away any of the customers of Buyer who were, prior to closing, customers or clients of the Business and Seller, either for himself or for any other person, firm or corporation; or
- (3) Engage or participate in any business venture which is competitive with the Business.

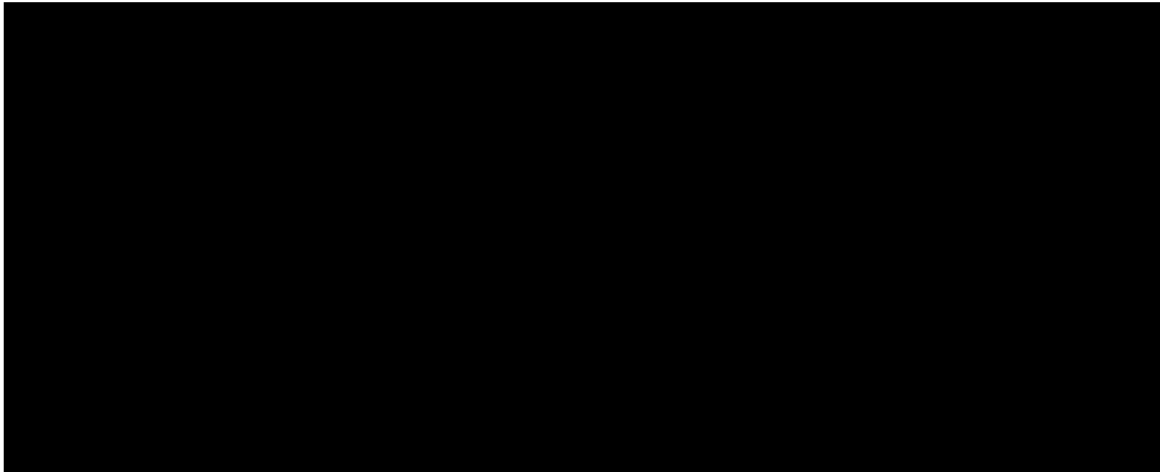
13.4 Enforcement. Seller and its Principal, Ed Patschke, acknowledge and agree that, in the event of a violation of this provision by Seller or its principal, Buyer would have no adequate remedy at law and shall be entitled to equitable and injunctive relief in a court of appropriate jurisdiction.

ARTICLE XIV **MISCELLANEOUS**

14.1 Other Expenses. Except as otherwise provided in this Agreement, each party hereto shall pay all of their own expenses in connection with the negotiation, execution, and implementation of the transactions contemplated by this Agreement.

14.2 Notices. All notices, requests, demands, waivers and other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given: (i) if delivered personally or sent by facsimile, on the date received, (ii) if

delivered by overnight courier, on the day after mailing, and (iii) if mailed, five days after mailing with postage prepaid. Any such notice shall be sent as follows:



- 14.3 **Controlling Law.** This Agreement shall be construed, interpreted and enforced in accordance with the laws of the State of Texas without reference to its choice of law provisions. Jurisdiction and Venue for any action related to this Agreement shall be in the State or Federal Courts of Denton County, Texas for all purposes.
- 14.4 **Headings.** Any table of contents and paragraph headings in this Agreement are for convenience of reference only and shall not be considered or referred to in resolving questions of interpretation.
- 14.5 **Benefit.** This Agreement shall be binding upon and shall inure to the exclusive benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns. This Agreement is not intended to, nor shall it, create any rights in any other party.
- 14.6 **Partial Invalidity.** The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted. Further, there shall be automatically substituted for such invalid or unenforceable provision a provision as similar as possible which is valid and enforceable.
- 14.7 **Waiver.** Neither the failure nor any delay on the part of any party hereto in exercising any rights, power or remedy hereunder shall operate as a waiver thereof, or of any other right, power or remedy; nor shall any single or partial exercise of any right, power or remedy preclude any further or other exercise thereof, or the exercise of any other right, power or remedy. No waiver of any of the provisions of this Agreement shall be valid unless it is in writing and signed by the party against which it is sought to be enforced.
- 14.8 **Counterparts.** This Agreement may be executed simultaneously in two (2) or more counterparts each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

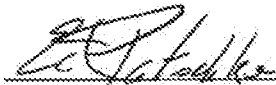
14.9 **Entire Agreement.** This Agreement, including the Schedules and attachments hereto, which are incorporated herein by reference, constitutes the entire agreement between the parties hereto with regard to the matters contained herein and it is understood and agreed that all previous undertakings, negotiations, letters of intent and agreements between the parties are merged herein. This Agreement may not be modified orally, but only by an agreement in writing signed by Buyer and Seller.

14.10 **Legal Fees and Costs.** In the event any party incurs legal expenses to enforce or interpret any provision of this Agreement, the prevailing party will be entitled to recover such legal expenses, including, without limitation, attorney's fees, costs and disbursements, in addition to any other relief to which such party shall be entitled.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

SELLER:

ADVANCE PLANNING SERVICES, LLP



By: Ed Patschke
Title: President

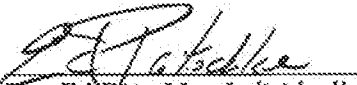
BUYER:

ADVANCE PLANNING SERVICES, LLC

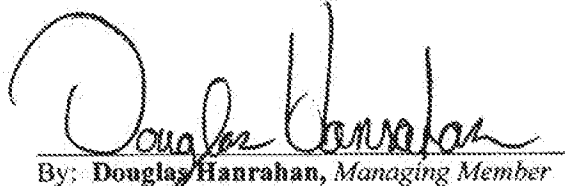


By: Bryan W. Adams, *Managing Member*

CONSENTED AND AGREED TO:

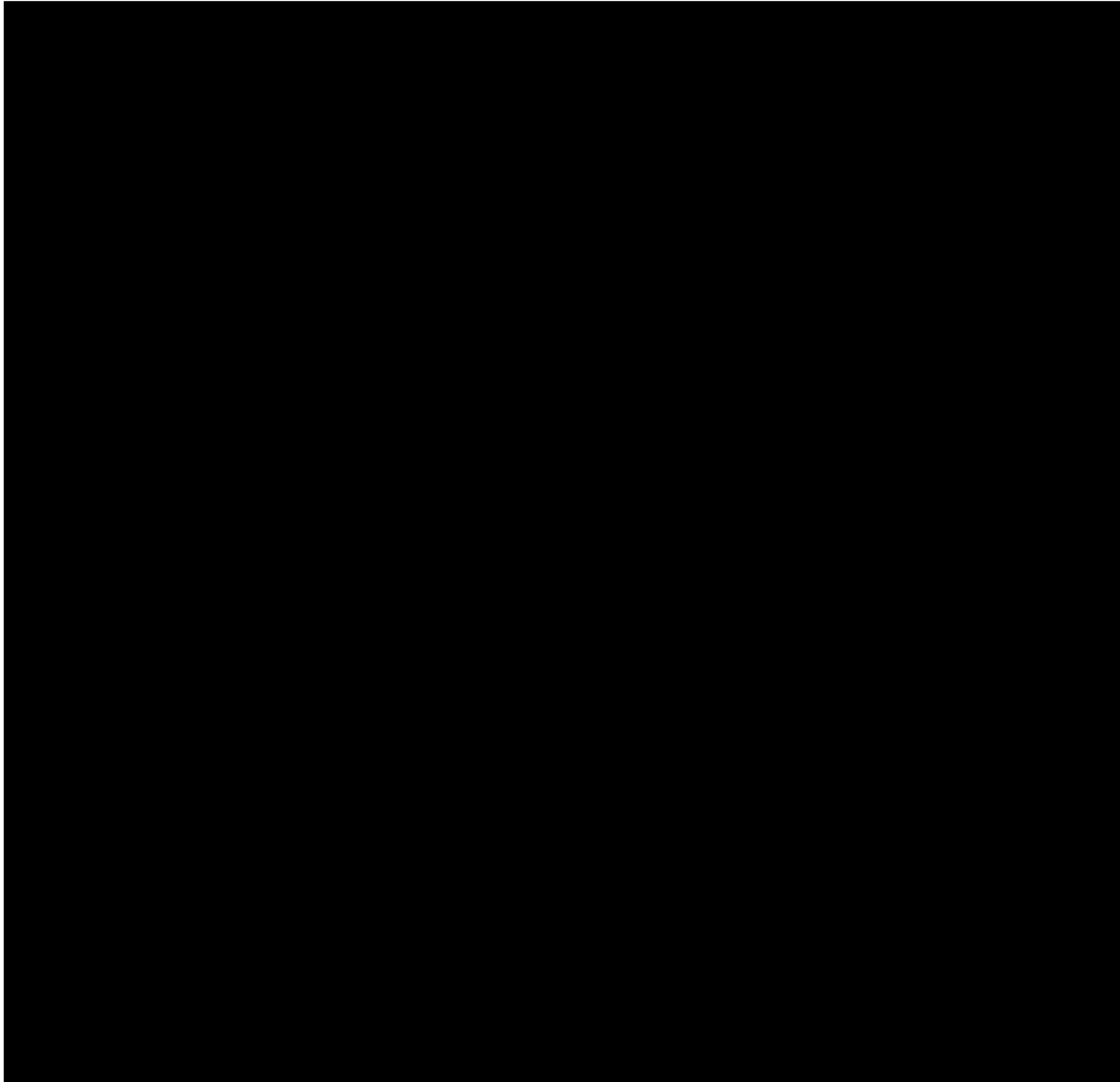


By: Ed Patschke, *Individually*

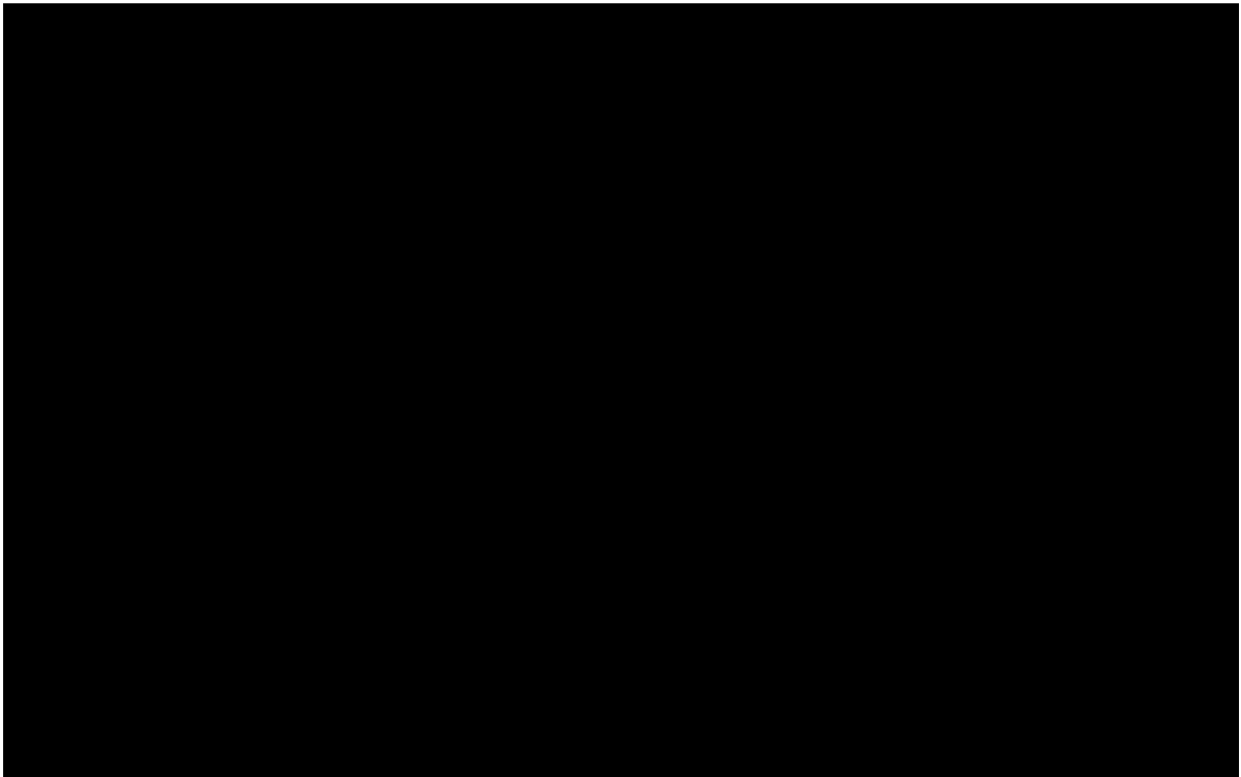


By: Douglas Hanrahan, *Managing Member*

**Schedule A
Products Sold**



Schedule 1.1(3)(B)
Contracts – Insurance Company and Broker Agreements



Schedule 1.1(5)

**All Rights – Licenses, Certificates, Franchises, Accreditations, Registrations or Permits
Used or Useful**

- This agreement includes all Licenses, Certificates, Franchises, Accreditations, Registrations or Permits that APS owns as part of this transaction.

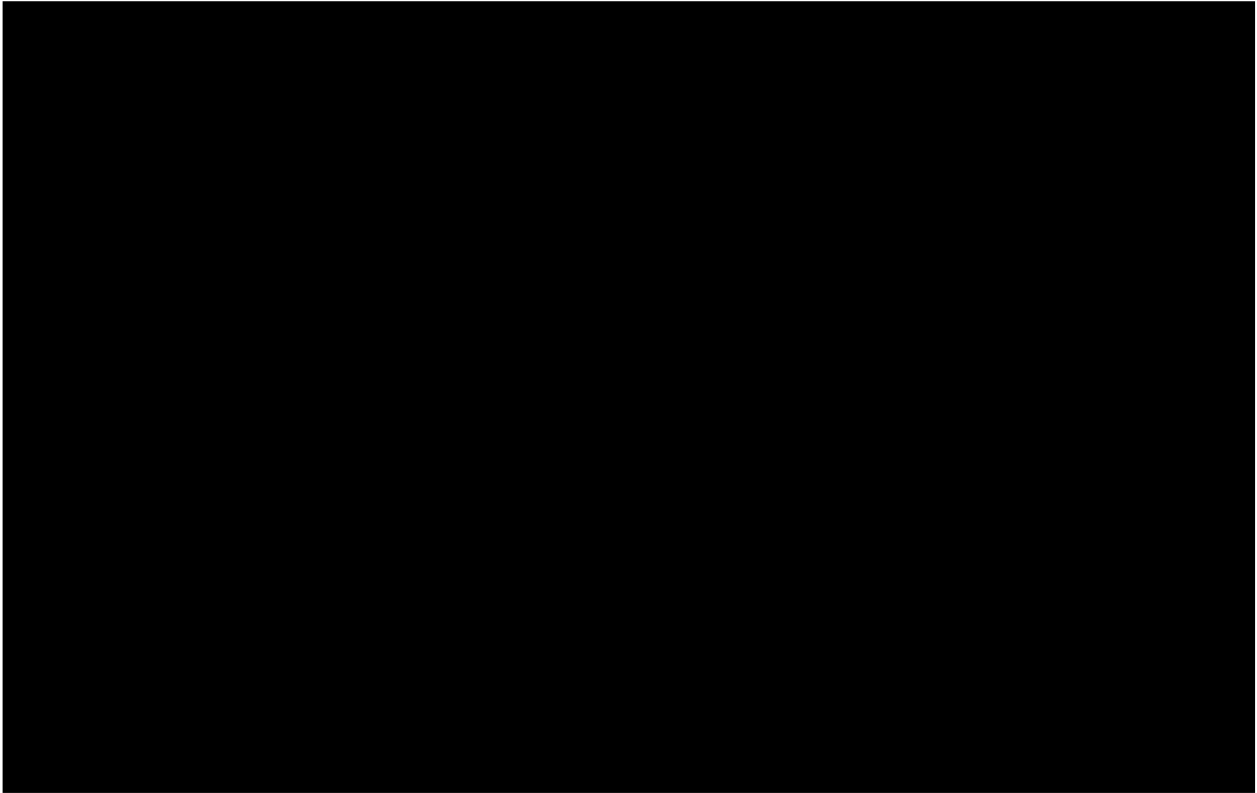
**Schedule 1.2(4)
Excluded Assets**

- All Furniture, Fixtures and Equipment are excluded from this transaction.

Schedule 3.2(1)
Consideration for the Tangible Assets



Schedule 4.6
Third Party Consents, Approvals, Authorizations or Orders

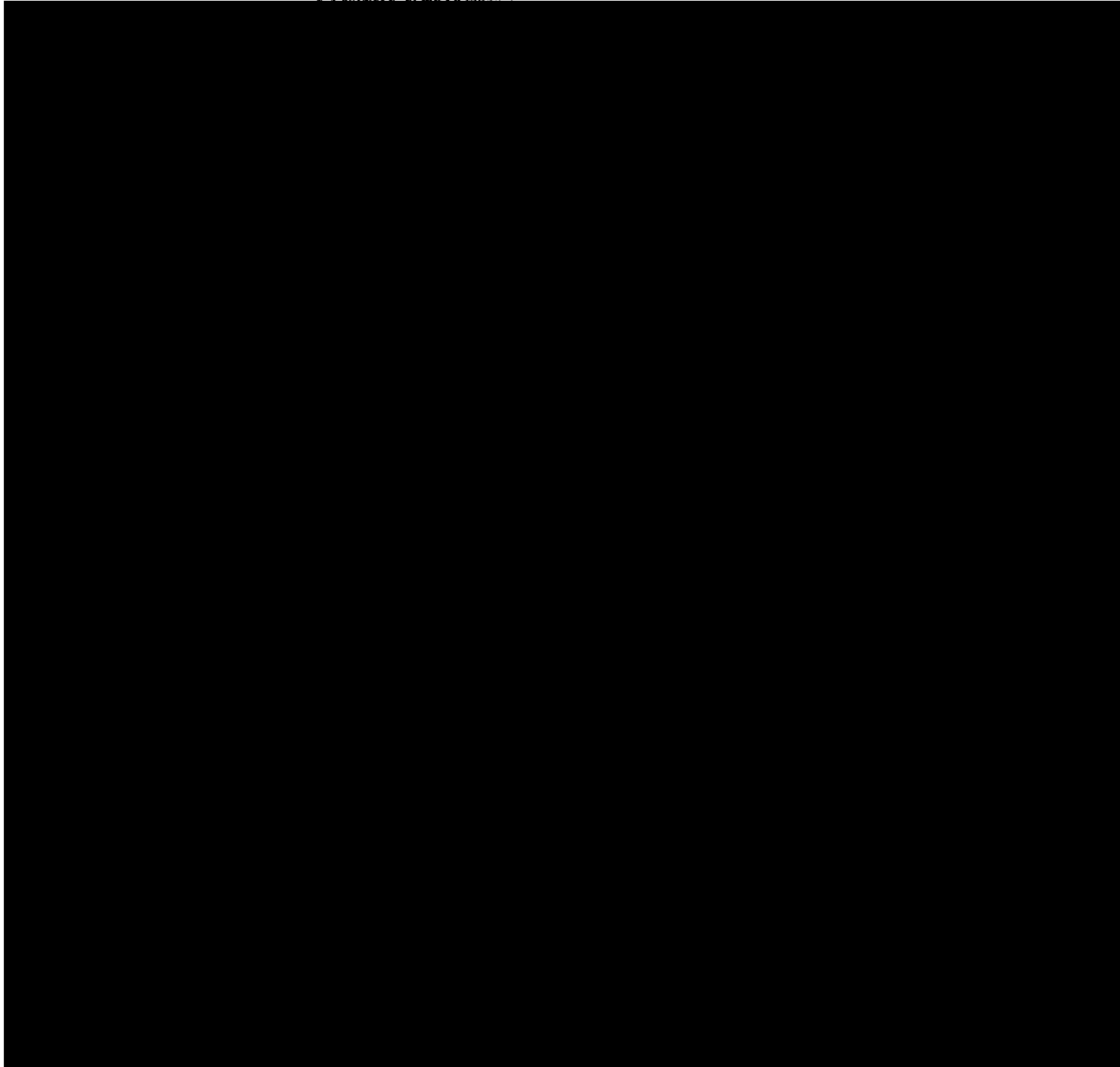


Schedule 4.7
Invalid/Void Contracts

- There are no Invalid or Voided Contracts as part of this transaction.

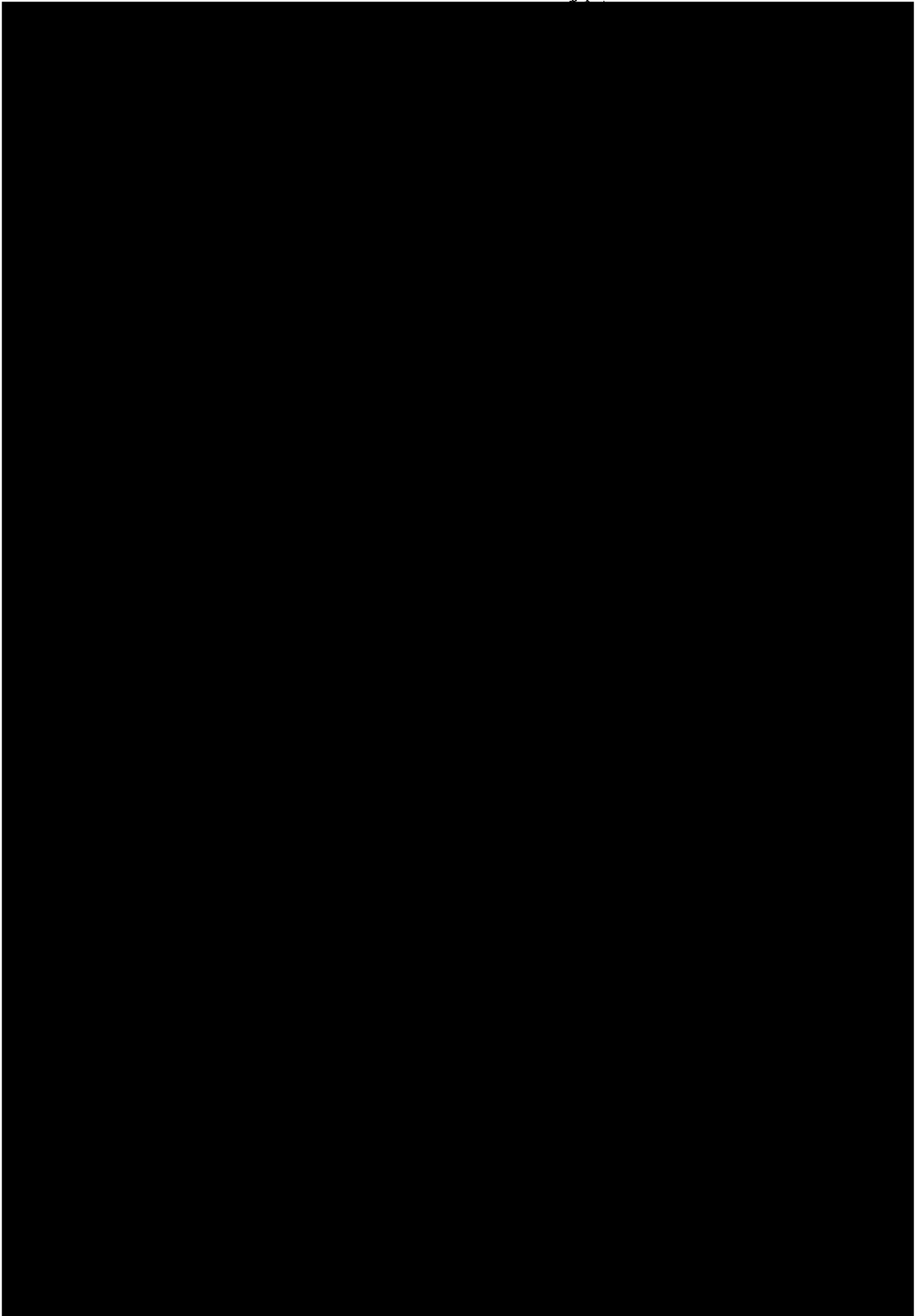
**Schedule 4.9
Present Customers and Clients of Business
Attached Hereto:**

Schedule 4.9
Present Customers and Clients of Business



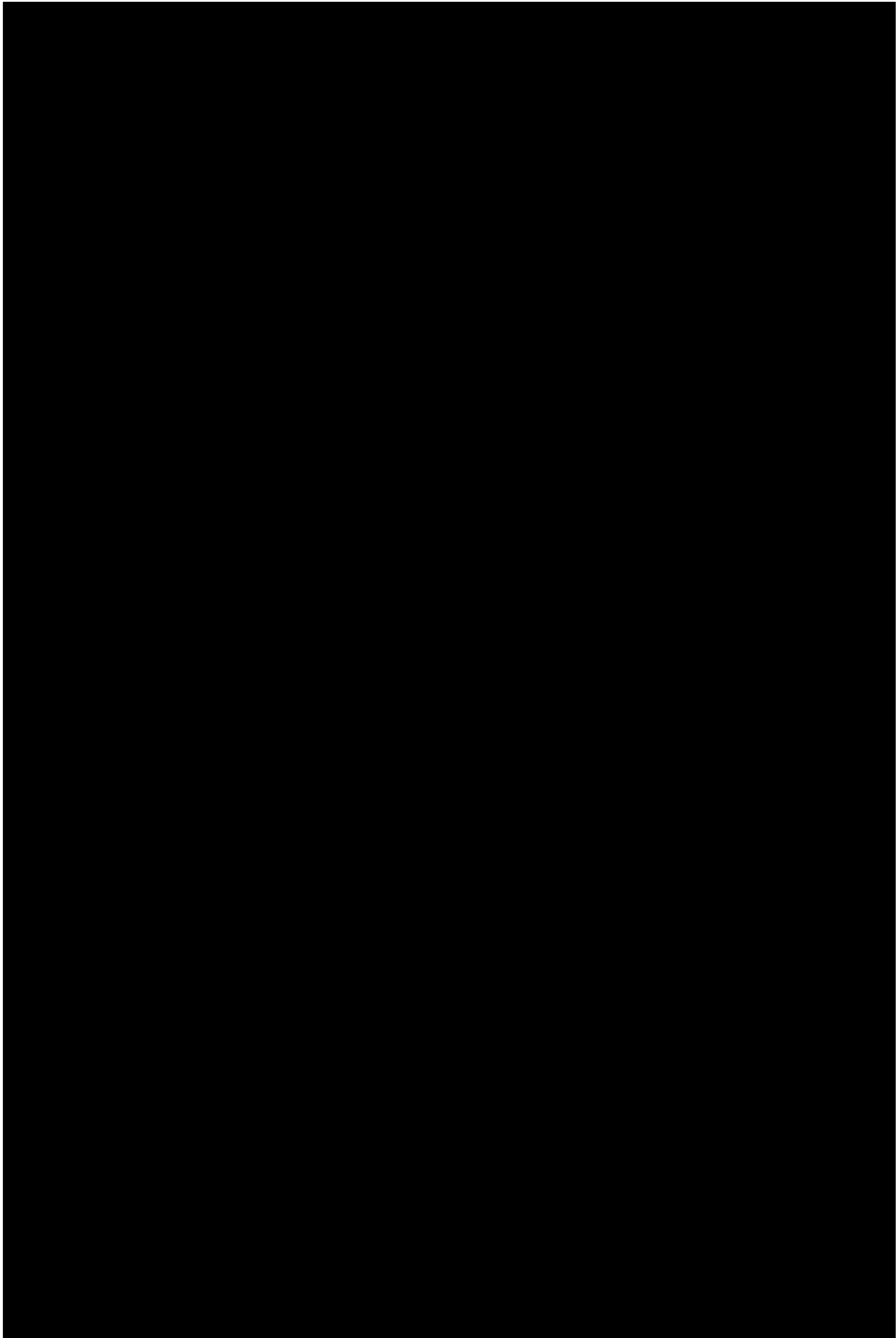
Schedule 4.9

Present Customers and Clients of Business

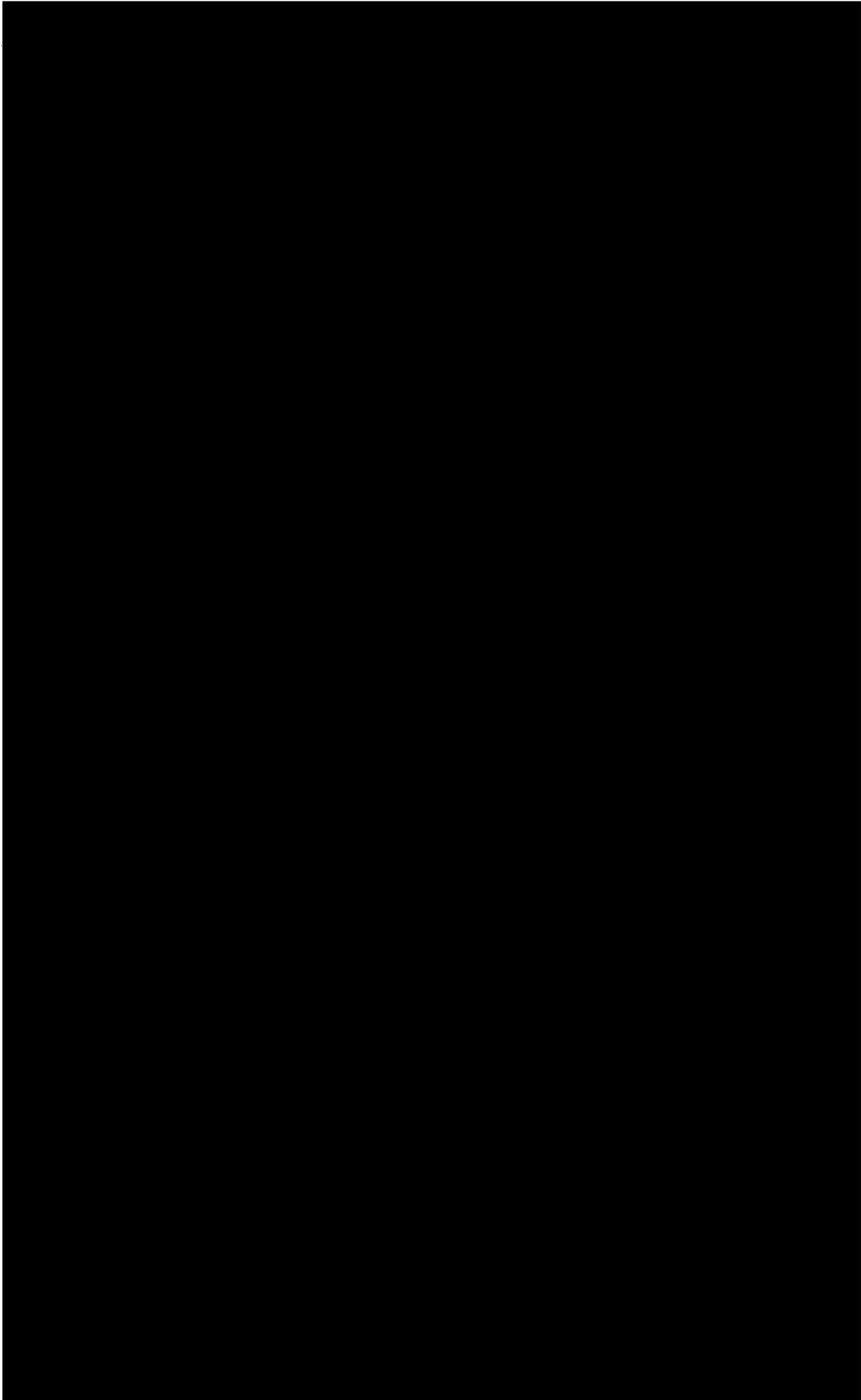


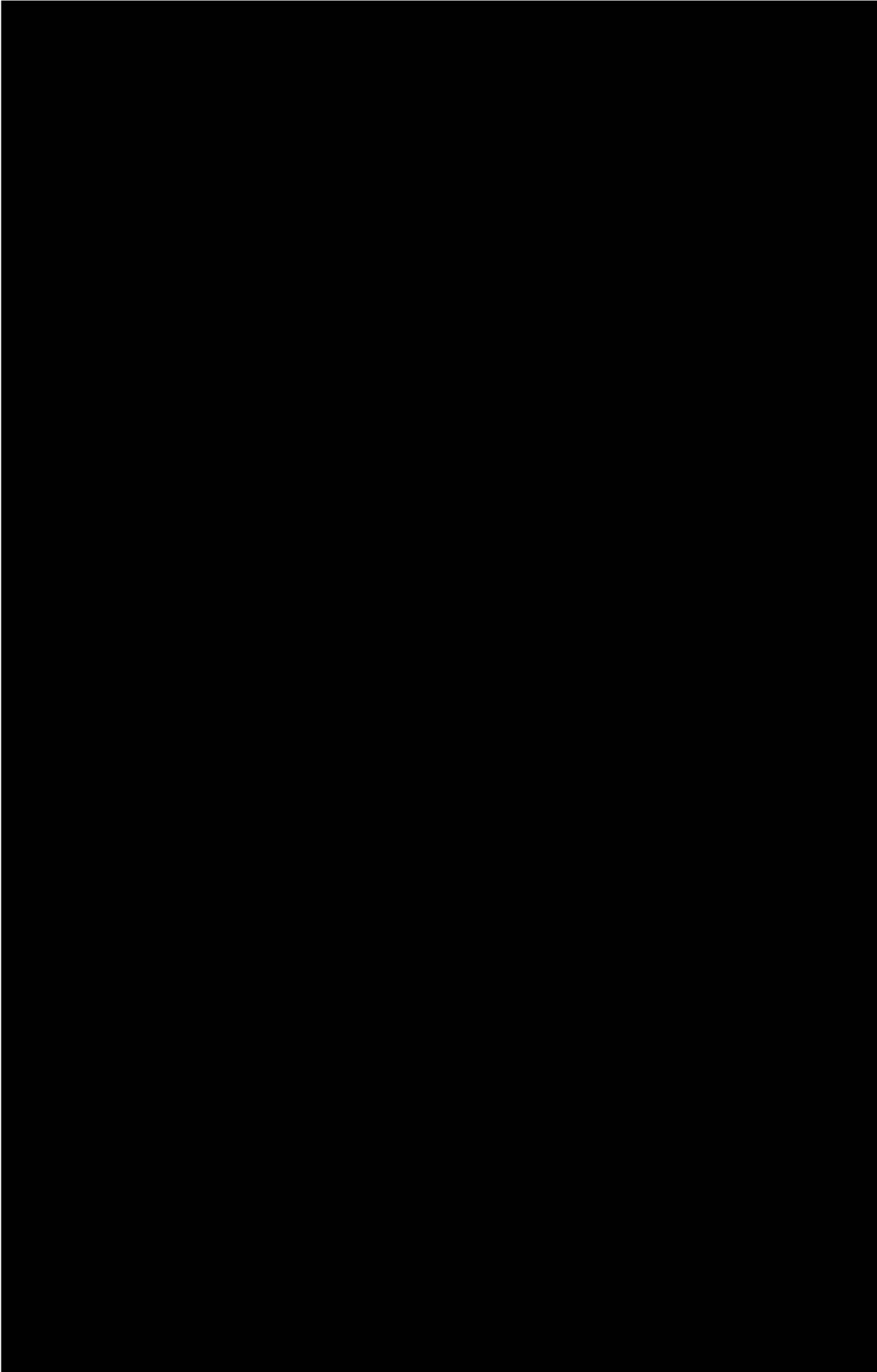
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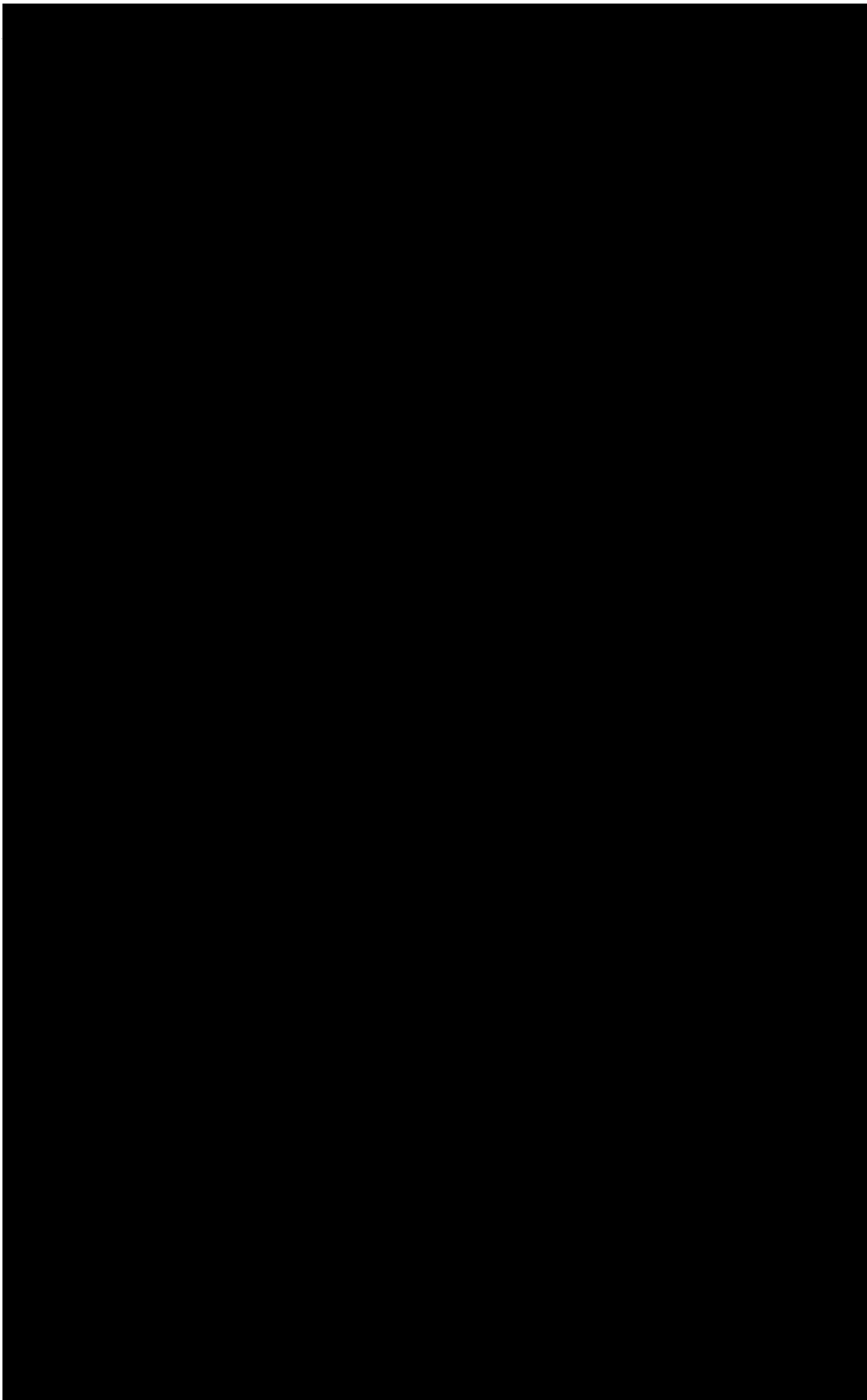
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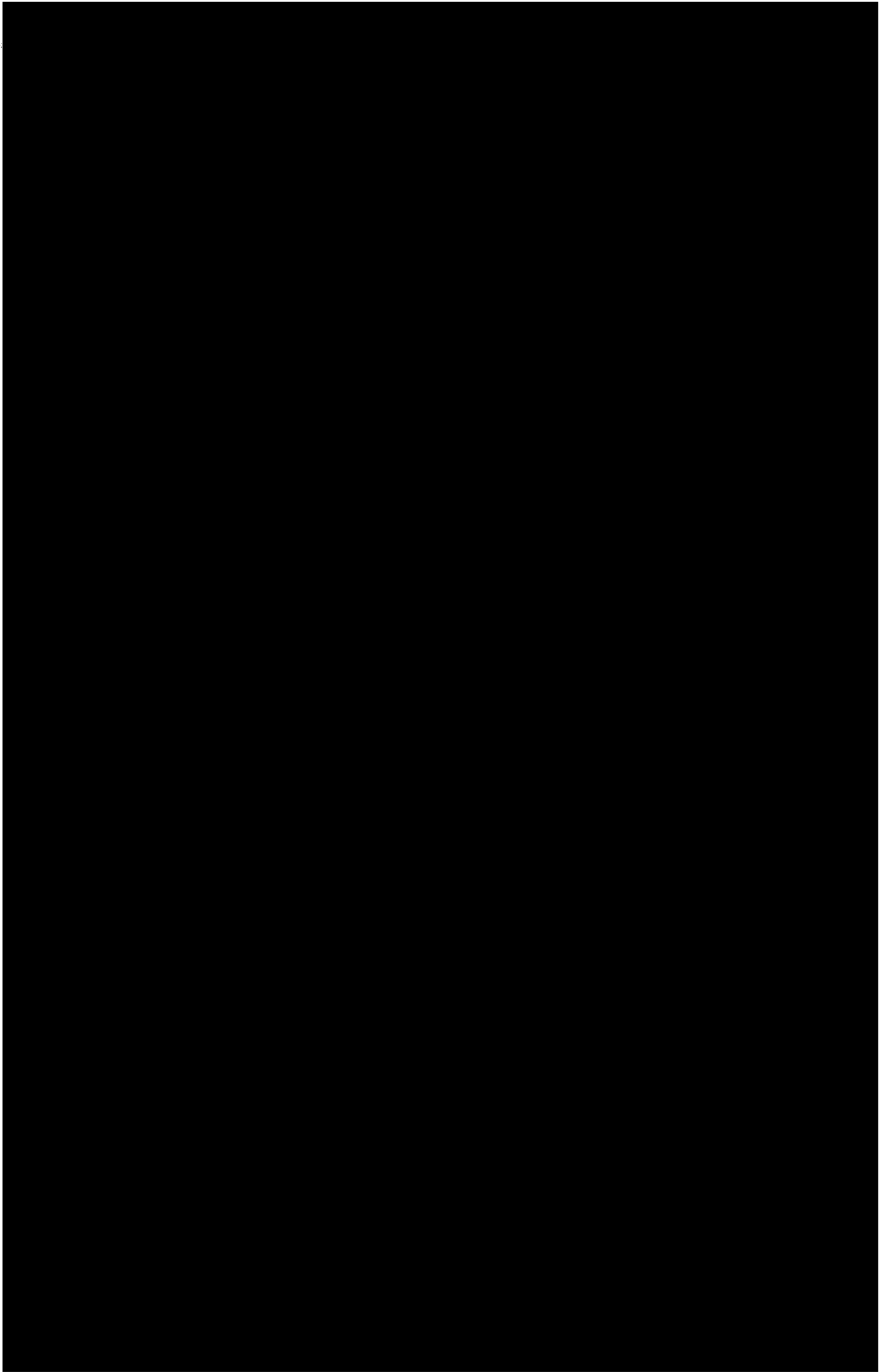


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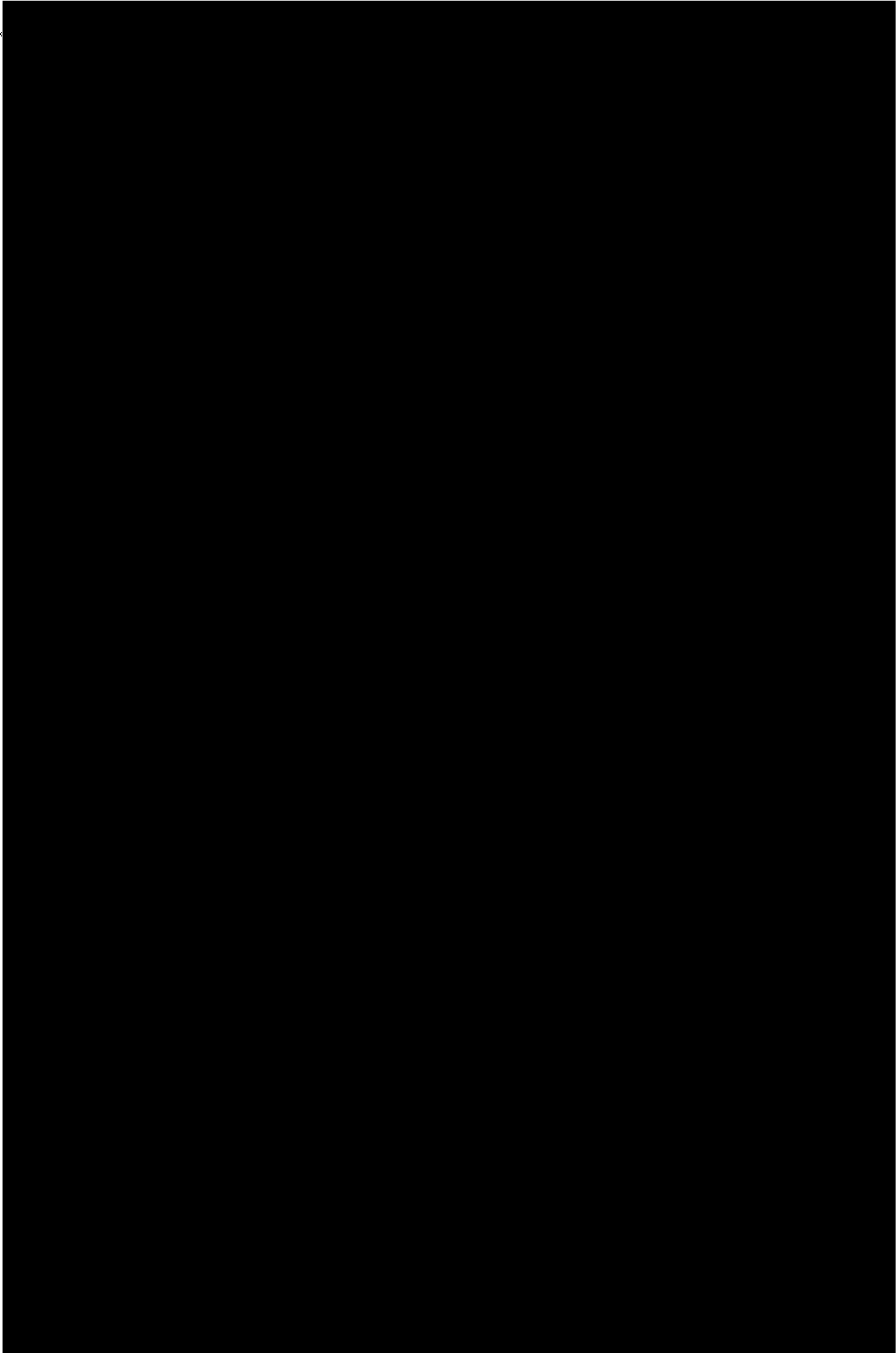




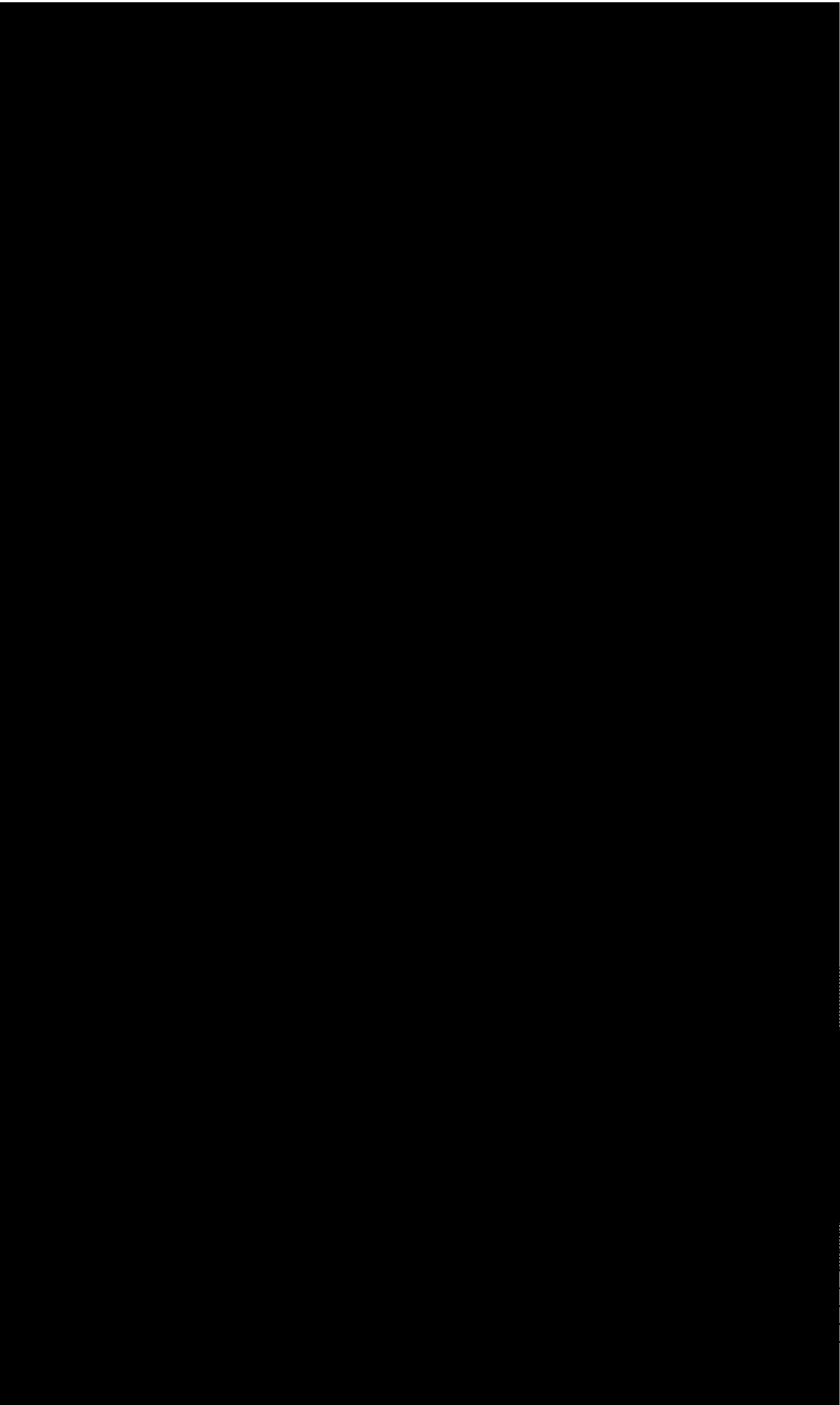


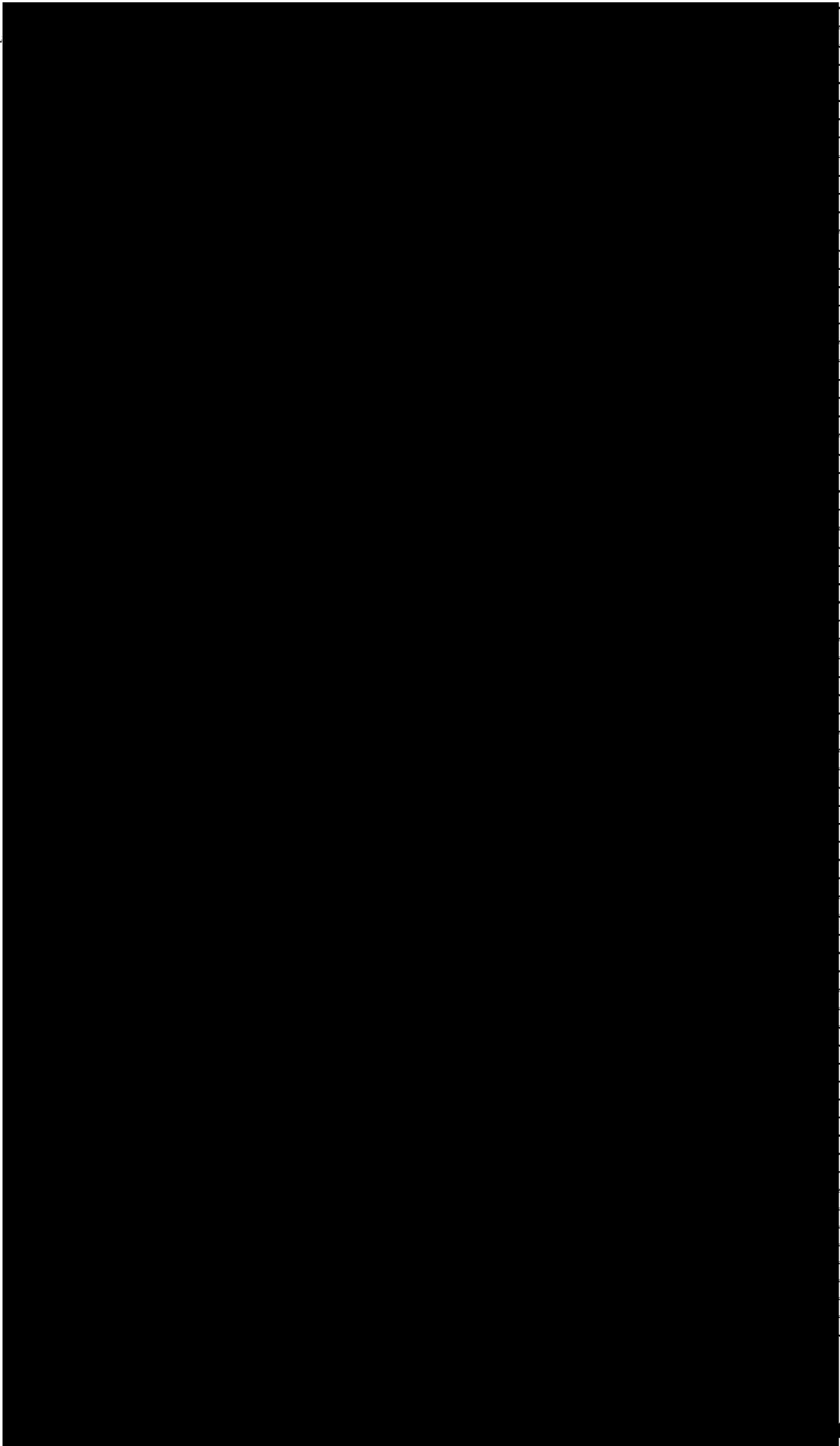


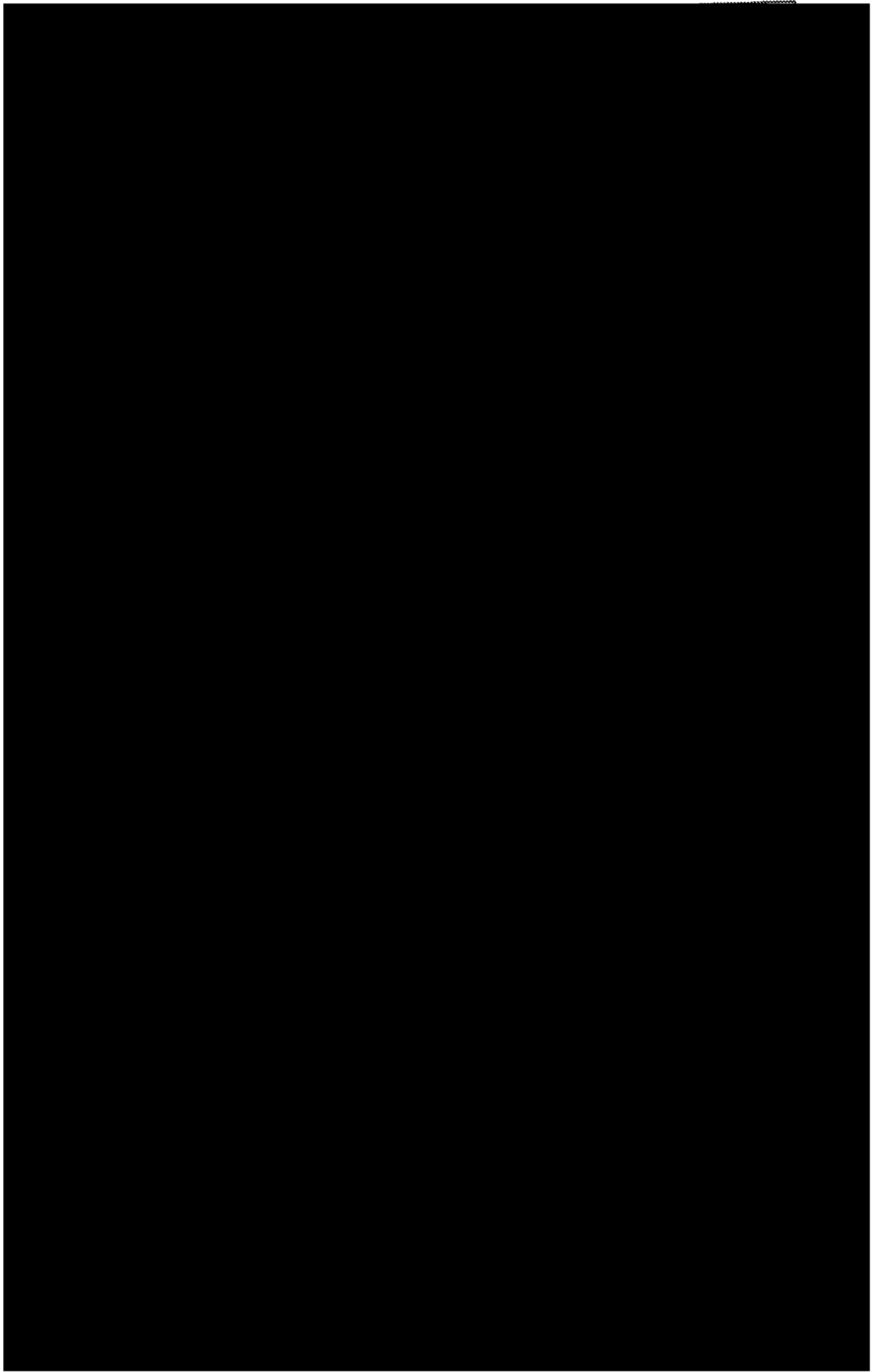
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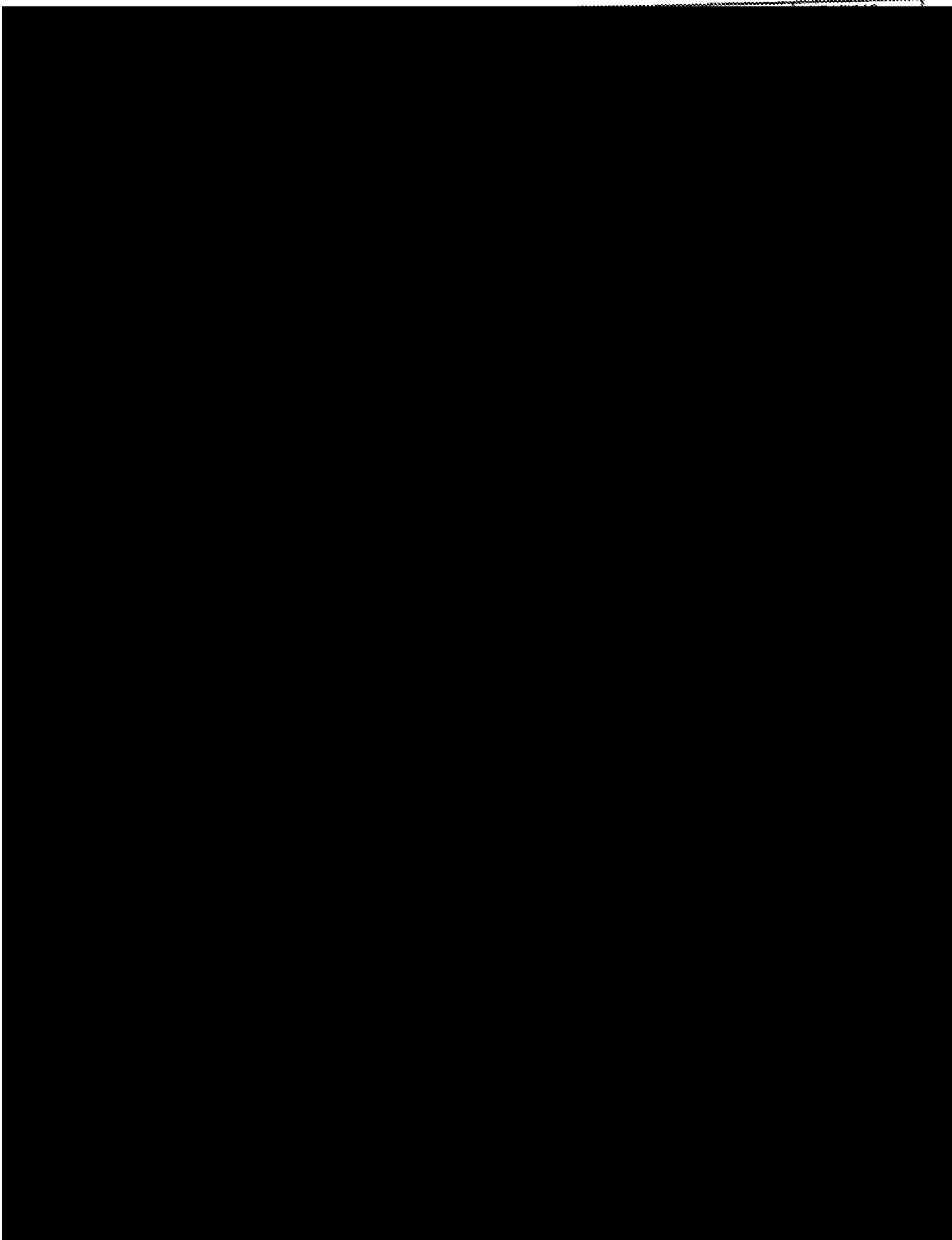
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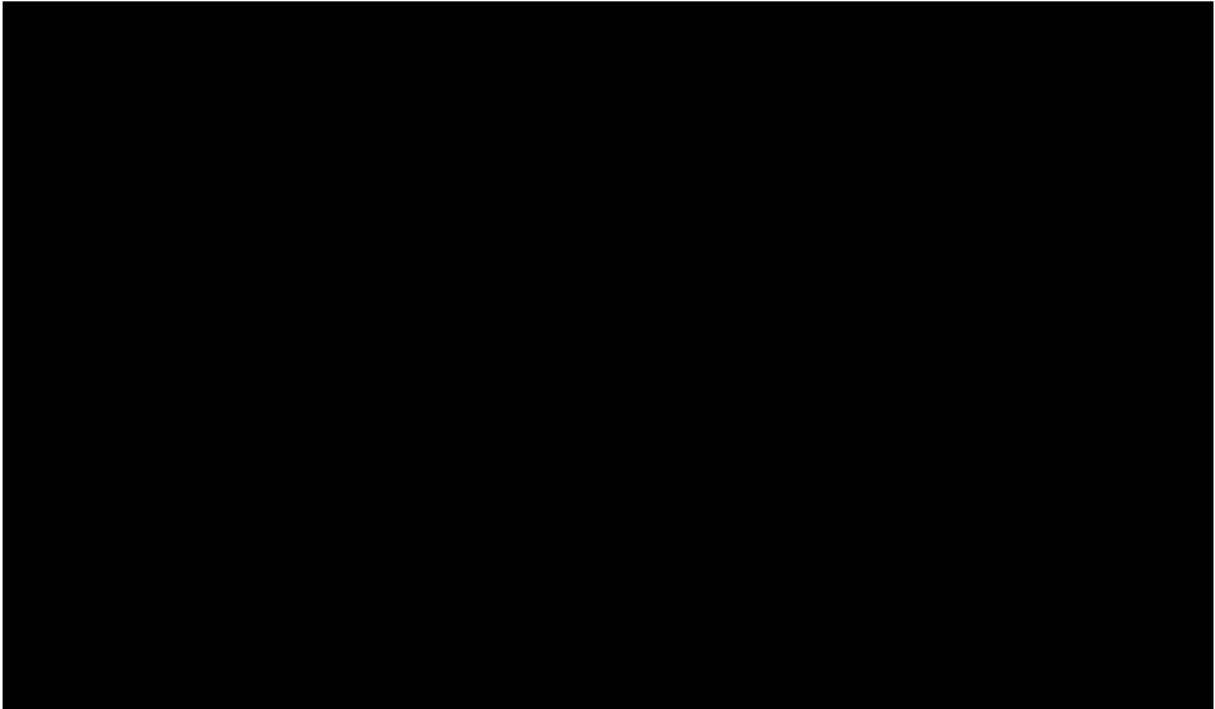


Schedule 4.11
Intellectual Property

- This agreement includes all Intellectual Property that APS owns as part of this transaction.

Schedule 4.12

Licenses, Certificates, Franchises, Accreditations, Registrations, or Permits Relating to the Business



Schedule 10.1(1)
Bill of Sale

United States of America
State of Wisconsin



DEPARTMENT OF FINANCIAL INSTITUTIONS
Division of Corporate & Consumer Services

To All to Whom These Presents Shall Come, Greeting:

I, GEORGE PETAK, Administrator of the Division of Corporate and Consumer Services, Department of Financial Institutions, do hereby certify that

ADVANCE PLANNING SERVICES, LLP

filed a statement to register as a domestic registered limited liability partnership under the provisions of Section 178.40 of the Wisconsin Statutes. I further certify that the date of registration is February 3, 2004.

I further certify that said partnership has not filed a notice of withdrawal of registration.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the official seal of the Department on May 20, 2014.



GEORGE PETAK, Administrator
Division of Corporate and Consumer Services
Department of Financial Institutions

Effective July 1, 1996, the Department of Financial Institutions assumed the functions previously performed by the Corporations Division of the Secretary of State and is the successor custodian of corporate records formerly held by the Secretary of State.

DFI/Corp/33

To validate the authenticity of this certificate

Visit this web address: <http://www.wdfl.org/apps/oca/verify/>

Enter this code: 137283-263E4D8F