

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2


ETAS ID: TM497187

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Dr Drew D Weigner		10/18/2018	INDIVIDUAL:
RECEIVING PARTY DATA			
Name:	AMJ Veterinary P.C.		
Doing Business As:	The Cat Doctor		
Street Address:	1315 Willow Park Way		
City:	Cumming		
State/Country:	GEORGIA		
Postal Code:	30041		
Entity Type:	Corporation: GEORGIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1535926	THE CAT DOCTOR	
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>			
Phone:	9045992555		
Email:	jeowens@lawofficeofjohnowens.com		
Correspondent Name:	John Owens		
Address Line 1:	1123 State Roue 3 N, Suite 277		
Address Line 4:	Gambrills, MARYLAND 21054		
NAME OF SUBMITTER:	Alison Bradbury		
SIGNATURE:	/Alison Bradbury/		
DATE SIGNED:	11/07/2018		
Total Attachments: 50			
source=Cat Doctor APA (signed & dated)#page1.tif			
source=Cat Doctor APA (signed & dated)#page2.tif			
source=Cat Doctor APA (signed & dated)#page3.tif			
source=Cat Doctor APA (signed & dated)#page4.tif			
source=Cat Doctor APA (signed & dated)#page5.tif			

OP \$40.00 1535926

source=Cat Doctor APA (signed & dated)#page6.tif
source=Cat Doctor APA (signed & dated)#page7.tif
source=Cat Doctor APA (signed & dated)#page8.tif
source=Cat Doctor APA (signed & dated)#page9.tif
source=Cat Doctor APA (signed & dated)#page10.tif
source=Cat Doctor APA (signed & dated)#page11.tif
source=Cat Doctor APA (signed & dated)#page12.tif
source=Cat Doctor APA (signed & dated)#page13.tif
source=Cat Doctor APA (signed & dated)#page14.tif
source=Cat Doctor APA (signed & dated)#page15.tif
source=Cat Doctor APA (signed & dated)#page16.tif
source=Cat Doctor APA (signed & dated)#page17.tif
source=Cat Doctor APA (signed & dated)#page18.tif
source=Cat Doctor APA (signed & dated)#page19.tif
source=Cat Doctor APA (signed & dated)#page20.tif
source=Cat Doctor APA (signed & dated)#page21.tif
source=Cat Doctor APA (signed & dated)#page22.tif
source=Cat Doctor APA (signed & dated)#page23.tif
source=Cat Doctor APA (signed & dated)#page24.tif
source=Cat Doctor APA (signed & dated)#page25.tif
source=Cat Doctor APA (signed & dated)#page26.tif
source=Cat Doctor APA (signed & dated)#page27.tif
source=Cat Doctor APA (signed & dated)#page28.tif
source=Cat Doctor APA (signed & dated)#page29.tif
source=Cat Doctor APA (signed & dated)#page30.tif
source=Cat Doctor APA (signed & dated)#page31.tif
source=Cat Doctor APA (signed & dated)#page32.tif
source=Cat Doctor APA (signed & dated)#page33.tif
source=Cat Doctor APA (signed & dated)#page34.tif
source=Cat Doctor APA (signed & dated)#page35.tif
source=Cat Doctor APA (signed & dated)#page36.tif
source=Cat Doctor APA (signed & dated)#page37.tif
source=Cat Doctor APA (signed & dated)#page38.tif
source=Cat Doctor APA (signed & dated)#page39.tif
source=Cat Doctor APA (signed & dated)#page40.tif
source=Cat Doctor APA (signed & dated)#page41.tif
source=Cat Doctor APA (signed & dated)#page42.tif
source=Cat Doctor APA (signed & dated)#page43.tif
source=Cat Doctor APA (signed & dated)#page44.tif
source=Cat Doctor APA (signed & dated)#page45.tif
source=Cat Doctor APA (signed & dated)#page46.tif
source=Cat Doctor bos (business) (signed)#page1.tif
source=Cat Doctor bos (business) (signed)#page2.tif
source=Cat Doctor bos (personal goodwill) (signed)#page1.tif
source=Cat Doctor bos (personal goodwill) (signed)#page2.tif

AGREEMENT FOR SALE OF PERSONAL PROPERTY

 THIS AGREEMENT FOR SALE OF PERSONAL PROPERTY (the "Agreement") is made this 28 day of September, 2018, between The Cat Doctor, Inc., a Georgia corporation ("Seller"), Drew Weigner, DVM, a Georgia resident ("Dr. Weigner") and AMJ Veterinary, PC, a Georgia professional corporation ("Purchaser") and Alison Bradbury, DVM, a Georgia resident ("Dr. Bradbury")

WITNESSETH:

WHEREAS, Seller is the owner of the equipment, inventory, goodwill, medical files and records and all other assets associated with the medical veterinary practice known as The Cat Doctor (the "Business") located at 4716 Roswell Road, NE, Atlanta, Georgia 30342 (the "Business Premises");

WHEREAS, Dr. Weigner has valuable personal goodwill inherent in his personal relationships with clients serviced through the Business by virtue of his individual ability, personality, integrity, knowledge and professional reputation as a doctor of veterinary medicine ("Dr. Weigner's Goodwill");

WHEREAS, Purchaser desires to acquire, and Seller desires to sell, all of the Assets (defined below) free and clear of all liens and encumbrances upon the terms and conditions hereinafter set forth; and

WHEREAS, Purchaser has recognized and negotiated to acquire separately, by purchase from Dr. Weigner, Dr. Weigner's Goodwill; and

WHEREAS, for and in consideration of the separate consideration Purchaser has offered for the Goodwill, Dr. Weigner joined in this Agreement for purposes of conveying his Goodwill to the Purchaser, consistent with an application of the principles articulated in *Martin Ice Cream Co. v. Commissioner*, 110 T.C. 189 (1998) and applied in *Estate of Musquette v. Commissioner*, 239 F.2d 322, 327 (5th Cir. 1956) and other applicable law, such as *Charleston v. Commissioner*, 52 T.C.M. (CCH) 174, 176 (1986) ("the general rule is that the acquisition of a professional practice is the acquisition of an intangible capital asset in the nature of goodwill"), and *Horton v. Commissioner*, 13 T.C. 143, 149 (1949) (holding that goodwill associated with an accounting practice was a capital asset and that the gain resulting from the sale of that asset was a capital gain); and

WHEREAS, the Business Premises is leased by Seller pursuant to a Commercial Lease (the "Lease"), and it is a condition of Closing that Purchaser assume the Lease and that the landlord of the Premises consent to Seller's assignment of the Lease to Purchaser and release Seller and Dr. Weigner from all post-Closing obligations under the Lease;

NOW, THEREFORE, in consideration of the Purchase Price (as defined herein) and the covenants and agreements contained herein, and other valuable consideration, the receipt and sufficiency of which hereby is acknowledged, the parties reaffirm the foregoing recitals, incorporating them by this reference into the Agreement as a substantive part of the Agreement, the parties hereto, intending to be legally bound, agree as follows:

1. Agreement to Sell. On and subject to the terms herein, Seller agrees to sell, transfer and deliver to Purchaser, and Purchaser agrees to purchase, for the Purchase Price (as defined below) and upon the terms and conditions hereinafter set forth, Seller's right, title and interest in all of the assets, properties and rights of the Business of every kind and nature, whether personal or mixed, tangible or intangible (including the "Business Goodwill", as defined below), wherever located

and whether now existing or hereafter acquired prior to the Closing, other than the Excluded Assets (as hereinafter defined) (the "Assets"), free and clear of security interests, leases, liens, and encumbrances (collectively, "Liens") except as provided herein to the contrary and except and subject to bills for personal property taxes issued subsequent to Closing and other bills addressed in this Agreement.

The Assets to be sold or transferred by Seller shall include the following:

- (a) All equipment used in the Business, including the items described in Exhibit A, attached hereto (the "Equipment");
- (b) All furniture and fixtures located in the Business described in Exhibit A, attached hereto, as well as the improvements and fixtures located within the Business Premises (the "Improvements");
- (c) All right, title and interest of Seller in the name "The Cat Doctor" and any variants thereof owned or used by Seller (collectively, the "Name"), as well as any and all other trade names or names utilized by Seller in the Business, any logos (registered or unregistered), and service marks and trademarks wherever registered;
- (d) The goodwill and going concern value of the Business (the "Business Goodwill");
- (e) All drugs and other veterinary medical supplies, office supplies and all other supplies and inventory used in the operation of the Business (the "Inventory");
- (f) All hard and electronic copies of records and lists of customers, clients and patients of the Practice and all medical files and all other records and information related to such customers, clients and patients (the "Records") at the Practice Premises;
- (g) All right, title and interest of Seller in and to all contracts and other agreements incident to the ownership, operating or management of the Business, including, but not limited to, all service contracts, maintenance agreements, and warranties respecting the Equipment, if any, expressly subject, however, to Purchaser's assumption of any financial responsibilities associated therewith, license agreements, permits, maintenance agreements, service agreements, and technical services agreements (the "Contract Rights");
- (h) All right, title and interest of Seller in and to all service contracts, maintenance agreements, and warranties respecting the Equipment, if any;
- (i) All computers and computer hardware and software (including all associated licenses, agreements, and exclusive remote access to same) and passwords associated therewith;
- (j) All right, title and interest of Seller in and to all web sites, social media sites, domain names and domain name registrations associated with the Business and all server contracts relating thereto;
- (k) All right, title and interest of Seller in and to all telephone numbers (including business cell number) facsimile numbers, p.o. boxes, trade names, d/b/a's, relating to the Business or used by the Business;

- (l) All right, title and interest of Seller in and to all covenants in favor of, and to the extent benefitting, the Business and/or Seller which relate to the Business or any current or former employee, agent, representative, vendor, or contractor of the Business;
- (m) All client information, marketing materials, promotional and business development information, advertising listings and related materials respecting the Business;
- (o) All accounts receivable accrued prior to the Effective Time, but specifically excluding Work in Progress (as defined herein);
- (p) All right, title and interest of Seller in and to the service mark "The Cat Doctor" attached hereto as Exhibit B, its registration, and the associated Business Goodwill, the transfer of which shall be paid for and accomplished by Purchaser with the cooperation of Seller; and
- (q) All other records of the Practice not specifically excluded.

On and subject to the terms herein, Dr. Weigner agrees to sell, transfer and deliver to Purchaser his Goodwill and Purchaser agrees to purchase Dr. Weigner's Goodwill as part of the Purchase Price (as defined below).

2. Excluded Assets: For the purposes of certainty, the following assets shall be specifically excluded from the assets being sold hereunder, whether or not they form part of the property and assets of the Business ("Excluded Assets"):

- (a) Seller's services initiated prior to, but not completed and billed as of the Effective Time, and all unbilled products related to such services provided to customers of the Business as of the Effective Time ("Work in Progress");
- (b) Any cash equivalents, cash on hand or in accounts of Seller as of the Effective Time;
- (c) All claims, rights and choses in action of Seller relating to events or occurrences prior to the Effective Time;
- (d) Dr. Weigner's personal items and memorabilia listed in Exhibit C attached hereto;
- (e) Deposits for utility or other services or for security deposits (including the Lease security deposit), which shall be prorated between the parties at Closing and/or paid or reimbursed by Purchaser to Seller at Closing, as applicable;
- (f) Amounts prepaid by Seller for items such as dues, advertising services, maintenance agreements, etc., and/or for goods not yet received by Seller as of the Closing Date, which shall be prorated between the parties and/or paid or reimbursed by Purchaser to Seller at Closing, as applicable;
- (g) Refunds, rewards, and rebates earned by Seller prior to the Effective Time;
- (h) Dr. Weigner's personal cell phone, cell phone number, cell phone account, and personal email addresses (tc4137@aol.com & thecatdr@aol.com);
- (i) Vehicles;

- (j) Seller's tax documents and business financial records (i.e., financial reports, payables, payroll records, etc.) and the books and records relating to Seller's corporate existence; and
- (k) Rights that accrue or will accrue to Seller or Dr. Weigner under this Agreement.

3. Purchase Price, Earnest Money, Allocations & Inventory

- (a) Purchase Price. The total purchase price (the "Purchase Price") to be paid by Purchaser for the Assets and for Dr. Weigner's Goodwill is Two Million One Hundred Fifty Thousand and no/100ths Dollars (\$2,150,000.00), to be paid as follows, plus and minus the adjustments and credits contemplated herein:
 - (i) One Million Seven Hundred Thousand and no/100ths Dollars (\$1,700,000.00) shall be allocated to Seller and paid all cash at Closing to Seller via wire transfer of Federal funds to such account or accounts designated by Seller from a commercial loan (the "Primary Loan") Purchaser shall obtain from a third-party lender (the "Primary Lender").
 - (ii) Four Hundred Fifty Thousand and no/100ths Dollars (\$450,000.00) shall be allocated to Dr. Weigner's Goodwill and shall be financed by Dr. Weigner on terms acceptable to Dr. Weigner, and Purchaser, evidenced by a second priority promissory note in favor of Dr. Weigner or his assigns as holder (the "Dr. Weigner's Note"), bearing 6.91% fixed interest with interest only monthly payments for thirty-six (36) consecutive months in accordance with the schedule set forth on Exhibit D with the first installment to Seller being due within 30 days from the date of the Closing and a balloon payment being due thirty-seven (37) months from the date of the Closing when the entire balance due under Dr. Weigner's Note then owing, including principal, interest and any service charges applied, shall be immediately due and payable in full. Dr. Weigner's Note shall be secured by a second priority security interest in the Assets subordinate to the Primary Lender, and shall be either personally guaranteed by Dr. Bradbury or Dr. Bradbury shall be a co-Maker with Purchaser on Dr. Weigner's Note, at Dr. Weigner's discretion. All payments due under Dr. Weigner's Note shall be without demand, abatement, reduction or offset, and there shall be no pre-payment penalty; however, if any payment or pre-payment made for Dr. Weigner's Note is required by the Primary Lender to be paid over by Dr. Weigner to the Primary Lender, the Maker of the Note shall not receive credit for the payment or pre-payment. Additional conditions of Dr. Weigner's financing are (1) Dr. Bradbury shall provide a collateral assignment of life insurance on her life for the full amount of Dr. Weigner's Note naming Dr. Weigner or Dr. Weigner's assignee as collateral assignee for so long as any balance on Dr. Weigner's Note remains outstanding, (2) Dr. Bradbury shall procure and maintain disability insurance in an amount at least sufficient to pay the monthly installments of the Primary Loan and Dr. Weigner's Note for so long as any balance on Dr. Weigner's Note remains outstanding, and (3) for so long as amounts remain unpaid on Dr. Weigner's Note, Dr. Weigner shall have a right of inspection of the books and records of Purchaser and he will be furnished copies of the Purchaser's financial statements and tax returns in the same form and at the same time as Purchaser provides its financial statements and tax returns

(including all schedules) to the Primary Lender.

Dr. Weigner's Note shall be immediately due on any sale or the transfer of the Assets, or upon any transfer of Dr. Bradbury of any equity interest in Purchaser or in the event of a default in the terms of Dr. Weigner's Note or any security instrument securing Dr. Weigner's Note or a default of the terms of the Primary Loan or any of the Primary Loan's security instruments. Upon the occurrence of any of the foregoing while Dr. Weigner's Note is still outstanding, the entire balance of Dr. Weigner's Note then owing, including interest and any applicable service charges, shall be immediately due and payable in full.

- (b) Allocation of Purchase Price. Dr. Weigner, Seller, and Purchaser agree that the Purchase Price shall be allocated as follows:

From the Seller:

Receivables	\$ 11,000.00
Inventory	\$ 25,000.00
Equipment	\$ 50,000.00
Restrictive Covenants	\$ 25,000.00
Business Goodwill	\$1,589,000.00

From Dr. Weigner:

Dr. Weigner's Goodwill	\$ 450,000.00
------------------------	---------------

TOTAL \$2,150,000.00

Dr. Weigner, Seller, and Purchaser agree to report this transaction for federal income tax purposes in accordance with the above allocation and to file all income tax returns and statements required by the Internal Revenue Code of 1986, as amended, and the regulations issued thereunder, including IRS Form 8594, in accordance with this allocation.

- (c) Inventory. Seller shall convey to Purchaser at Closing all Inventory on hand as it operates in the usual and customary manner of the Business as of the Effective Time.
4. Seller's Liabilities; Assumed Liabilities; Purchaser's Liabilities. Seller shall have the sole responsibility for liabilities of the Business and animals treated prior to the Effective Time (with the exception of animals treated by Dr. Bradbury). At the Closing, Purchaser shall assume and agree to pay when due, and discharge in accordance with the terms thereof, those liabilities and obligations of Seller which accrue subsequent to the Effective Time under the Assigned Contracts designated on Exhibit E, and any liabilities that arise out of the veterinary treatment of animals by Purchaser subsequent to the Effective Time and any liabilities that arise out of the veterinary treatment of animals by Dr. Bradbury prior to the Effective Time (the "Assumed Liabilities"). Purchaser is not, and shall not be deemed to be, a successor to Seller or any affiliate of Seller, but Purchaser shall be solely responsible for the financial operation of the Business from and after the Effective Time.
5. Excluded Liabilities: Except as expressly set forth in Section 4 hereof, Purchaser shall not assume or in any way be liable for any obligation or liability of the Business incurred or accrued

prior to the Effective Time, or any obligation or liability of the Seller, whether known or unknown, fixed or contingent, or incurred before or after the Effective Time, or any obligations or liabilities relating to or arising out of the Excluded Assets (collectively, the "Excluded Liabilities"). The Seller shall remain solely liable for the Excluded Liabilities and shall satisfy each of such liabilities when due in accordance with their terms.

6. The Closing: The "Closing" means the settlement of the obligations of Seller and Purchaser to each other under this Agreement, including the payment of the Purchase Price to Seller as provided in Section 3 hereof and the delivery of the closing documents provided for in Section 7 hereof. The Closing shall occur on or before October 18, 2018 (the "Closing Date"), subject to the Closing extension rights set forth herein. The "Effective Time" means the time Purchaser takes title to the Assets described herein and control of all operations of the Business and Seller relinquishes title of the Assets and control of all operations of the Business. The Effective Time shall be the later of 12:01 a.m. ET on the day following Closing or the time Seller receives its share of the Purchase Price if not received on the day of Closing.

7. Closing and Pre-Closing Documents. At Closing, the parties shall deliver the following items and take each of the following actions, which deliveries and actions shall be deemed to have occurred simultaneously and shall be effective as of the Effective Time:

(a) At the Closing, Seller shall execute and deliver to Purchaser, or the Primary Lender, as appropriate:

(i) A duly executed Bill of Sale transferring title to the Business Assets (the "Business Bill of Sale");

(ii) Copies certified by the Secretary of The Cat Doctor, Inc. authorizing the execution and delivery of this Agreement, and other documents and authorizing the Seller's consummation of the transactions contemplated herein;

(iii) Duly executed Closing Statements showing the receipts and disbursements of this transaction (the "Closing Statements");

(iv) Duly executed Transfer and Assignment of Seller's interest in the Name, "The Cat Doctor"; and all domain name(s), websites, and all social media sites associated with or utilized by the Business and all passcodes relating to same, in a form reasonably acceptable to Purchaser (collectively, the "Intellectual Property");

(v) Duly executed Assignment and Assumption Agreement in a form reasonably acceptable to Seller and Purchaser (the "Assignment and Assumption Agreement") concerning the Assumed Liabilities set forth on Exhibit E, as Assigned Contracts;

(vi) Duly executed Employment Agreement of Dr. Weigner in a form reasonably acceptable to Dr. Weigner and Purchaser for an employment term of twelve (12) months following Closing, with Dr. Weigner being compensated on a production basis at 25% of Dr. Weigner's individual production for the services and products currently included in Dr. Bradbury's production compensation paid by Seller, and the same benefits currently being provided by the Business to Dr. Bradbury and including non-compete provisions consisting of a term of the duration of the

Employment Agreement and two (2) years following termination and a radius of five (5) miles from 4716 Roswell Road, NE, Atlanta, Georgia 30342 (the "Employment Agreement");

- (vii) Security Agreement, UCC financing statement, and Assignment of Leases and Rents duly executed by Dr. Weigner, as applicable, providing Dr. Weigner a second priority security interest in the Assets subordinate only to the interest of the Primary Lender;
 - (viii) Assignment and Assumption of the Commercial Lease for the Business Premises (the "Lease") duly executed by Purchaser indemnifying Seller and Dr. Weigner from all post-Closing liability under the Lease and effective as of the Effective Time (the "Lease Assignment and Assumption");
 - (ix) Consent to Assignment of Commercial Lease and Waiver duly executed by the landlord of the Business Premises releasing Seller and Dr. Weigner from all post-Closing liabilities under the Lease;
 - (x) Landlord Lien Waiver required by the Primary Lender duly executed by the landlord of the Business Premises;
 - (xi) Subordination Agreement duly executed by Dr. Weigner and the Primary Lender relating to Dr. Weigner's Note on terms and conditions acceptable to Dr. Weigner;
 - (xii) Termination of Dr. Bradbury's employment agreement with Seller releasing Seller and Dr. Bradbury from all further obligation thereunder from and after Closing duly executed by Seller; and
 - (xiii) Such other instruments as may be necessary or proper to transfer to Purchaser the Assets free and clear of all Liens, except for the Liens associated with the Assumed Liabilities, if any, and to consummate the transactions contemplated hereby and any other documents reasonably associated with the transactions contemplated hereby as reasonably requested by Purchaser.
- (b) At the Closing, Dr. Weigner shall execute and deliver to Purchaser the Bill of Sale duly executed by Dr. Weigner transferring title to Dr. Weigner's Goodwill ("Dr. Weigner's Bill of Sale");
- (c) At the Closing, Purchaser shall execute and/or cause to be delivered to Seller:
- (i) The Purchase Price, including Dr. Weigner's Note, and other instruments required to consummate the acquisition of the Assets;
 - (ii) Copies certified by the Secretary of AMJ Veterinary, PC authorizing the execution and delivery of this Agreement, Dr. Weigner's Note and other documents and authorizing the Purchaser's consummation of the transactions contemplated herein;
 - (iii) Lease Assignment and Assumption duly executed by Purchaser;

- (iv) Security Agreement, UCC financing statement, and Assignment of Leases and Rents duly executed by Purchaser, as applicable, providing Dr. Weigner a second priority security interest in the Assets subordinate only to the interest of the Primary Lender;
 - (v) Assignment and Assumption Agreement for the Assumed Liabilities duly executed by Purchaser;
 - (vi) Closing Statements duly executed by Purchaser;
 - (vii) Employment Agreement duly executed by Purchaser;
 - (viii) Evidence of the life insurance on Dr. Bradbury's life naming Dr. Weigner as collateral assignee as required by Dr. Weigner's Note;
 - (ix) Evidence of the hazard insurance insuring the Assets naming Dr. Weigner as an additional insured and the disability insurance required by Dr. Weigner's Note;
 - (x) Termination of Dr. Bradbury's employment agreement with Seller duly executed by Dr. Bradbury releasing Seller and Dr. Bradbury from further obligation thereunder from and after Closing;
 - (xi) Such documents required to transfer the service mark attached as Exhibit B to Purchaser; and
 - (xii) Such other instruments as may be necessary or proper to transfer to Purchaser the Assets free and clear of all Liens and to consummate the transactions contemplated hereby and all documents reasonably requested by Seller.
- (d) Additionally, as soon as practicable following Closing, the parties shall jointly notify the internet and utility providers for the purpose of requesting transfer of the utilities and listings to Purchaser. All deposits and pre-paid amounts shall remain the sole property of Seller and paid or reimbursed by Purchaser to Seller post-Closing.

8. Closing Adjustments. Unless otherwise agreed by the parties, the following items shall be apportioned and prorated between Purchaser and Seller as of the Effective Time:

- (a) Water charges
- (b) Electricity
- (c) Gas (if applicable)
- (d) Telephone / Internet
- (e) Rent
- (f) Personal Property Taxes for 2018
- (g) Real Property Taxes for 2018 owed by the Tenant under the Lease
- (h) Unbilled Work in Progress apportioned between Seller and Purchaser for services and products provided by Seller and Purchaser, respectively, immediately before and after the Effective Time
- (i) Any other items paid by Seller in advance required to maintain the Business

Any errors or omissions in computing any and all apportionments and prorations shall be corrected after the Closing within sixty (60) days of the Closing Date, as it is understood that

some Closing prorations may be based on estimates. It is expressly understood by Purchaser and Seller that Seller shall be solely responsible for and shall pay when due any and all taxes including, but not limited to, personal property, use, ad valorem, payroll, unemployment, and/or sales taxes, assessments, water and sewer charges, electricity charges, gas charges, and telephone charges (local and long distance), and any other charges that are payable, due or past due as of the date of the Closing, prorated to the Effective Time.

9. Assumed Business Name, Telephone Numbers, Domain Name and Web Site. At Closing and if necessary subsequent to Closing, Seller agrees to execute any documents and do all things as are necessary to permit Purchaser the use of the Name, The Cat Doctor, to the extent of Seller's interest therein and all of the domain names, Facebook, Twitter, Tumblr, Instagram, or similar accounts, rights to web sites and telephone numbers utilized in conjunction with the Business. Seller makes no warranties regarding Seller's exclusive rights to use the Name, The Cat Doctor.
10. Representations, Warranties and Covenants of Seller. Seller represents, warrants and covenants to Purchaser, as of the date hereof and the Closing Date, as follows:
- (a) Authority. The Cat Doctor, Inc. is a corporation duly organized and validly existing and in good standing with the Georgia Secretary of State, has full power and authority to enter into and has full legal capacity and is competent to execute, deliver and perform this Agreement, and to consummate the transactions contemplated hereby and thereunder. This Agreement has been duly executed and delivered by Seller and Dr. Weigner and constitutes, and together with any other documents to be delivered at the Closing, will constitute, a valid and binding obligation of Seller and Dr. Weigner as specified herein, enforceable in accordance with their terms. The person signing this Agreement is authorized on behalf of Seller and empowered to execute this Agreement and the other documents necessary to effectuate the Closing.
 - (b) No Breach. The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby and thereunder do not and will not (i) conflict with, result in a breach of any provision of, constitute a default under, result in the modification or cancellation of, or give rise to any right of termination or acceleration in respect of, any material contract, agreement, commitment, understanding, arrangement or restriction to which Seller is a party or to which any of the Assets are subject or which could result in the creation of any Lien, charge or other encumbrance upon any part of the Business; or (ii) violate or conflict with any laws, ordinances, codes, rules, regulations, standards judgment and other requirements of any governmental authority (collectively, "Legal Requirements") applicable to Seller, the Business as a going concern, or the Assets.
 - (c) Title: No Encumbrances. Seller has good and marketable fee simple title to the Assets free and clear of all liens and encumbrances (as defined herein), claims and other interests whatsoever, subject to the agreements and obligations of Seller referenced in Section 4 above to be assumed by Purchaser at Closing and such liens and encumbrances which will be satisfied at Closing.
 - (d) Financial Statements & Status. Seller has made or will make available to Purchaser true, correct and complete copies of the financial records of Seller and the balance sheet and income statements of the Business for the prior two (2) years and the current year-to-date (collectively, the "Financial Statements") sufficiently prior to Closing and Purchaser shall

have found these records to be satisfactory in order to proceed to close the transactions contemplated by this Agreement. The Financial Statements made available to Purchaser were prepared on a basis consistent with and in accordance with the books and records of the Business, and fairly present the financial position of the Business as of the dates and for the periods indicated. The books and accounts of the Business are true, complete and correct in all material respects, and fairly reflect all of the transactions, items of income and expense and all assets and liabilities of the Business.

- (e) Legal Actions. There are no claims, actions, suits, litigations, investigations, inquiries, reviews or proceedings (collectively, "Claims") pending against, or, to the knowledge of Seller, threatened against or affecting Seller, the Assets or the Business before or by any court, arbitrator, panel, agency or other governmental authority nor is any basis known to the knowledge of Seller for any such Claim. With respect to employment-related claims, no person or party has any Claim or reasonable basis for any Claim against Seller arising out of any statute, ordinance or regulation relating to wages or hours, collective bargaining, discrimination in employment or employment practices or occupational safety and health standards or with respect to earned, unpaid and due overtime pay, wages salary or other compensation. The Assets are not subject to any judgment, decree, writ, injunction, ruling or order of any governmental authority. Further, to Seller's knowledge, there is no basis for any action, suit, proceeding, or investigation against Seller. Seller is not a party or to Seller's knowledge threatened to be made a party or subject to the provisions of, or in default with respect to, any order, writ, injunction, judgment, or decree of any court or government agency or instrumentality. There is no action, suit, proceeding, or investigation by Seller currently pending or that Seller intends to initiate.
- (f) Compliance With Law. To Seller's knowledge, the Business has been and is being conducted in substantial compliance with all material Legal Requirements and in substantial accordance with the rules and regulations promulgated by all governmental authorities applicable to it or the Assets, and neither Seller, nor the Business has received any notice (whether oral or written) indicating that the Business or Assets are not in compliance with all franchises, licenses, permits, registrations, certificates, consents, approvals or authorizations required by all applicable Legal Requirements and governmental authorities.
- (g) Condition Of Assets. The Assets are being conveyed in good operating condition based on the current age and use of the Assets and to the extent of providing the service for which they were intended, subject to ordinary wear and tear, and sufficient to conduct the Business in the ordinary course and consistent with past practices. Seller makes no representations or warranties regarding the Assets, except as provided herein. Subject to the provisions hereof, Seller agrees to make the Assets available to enable Purchaser and Purchaser's agents to conduct the inspections and surveys required by Purchaser so that Purchaser may conduct her own investigation as to the condition of the Assets.
- (h) Inventory. The Inventory transferred herein is salable, usable and non-expired.
- (i) Accounts Payable. Seller will pay all accounts payable and debts of the Business and relating to the Assets as provided herein incurred prior to the Effective Time.
- (j) Taxes. Seller has filed (or will file by the Closing Date) all federal, state and local tax returns and required reports (if any) it is legally obligated have filed as of the Closing

Date, the non-filing of which could result in a lien or charge against the Assets or against Purchaser; and has paid or will pay as due all taxes, penalties and/or interest due respecting said returns so as to avoid any filings of Liens or charges against the Assets or Purchaser. Seller has provided Purchaser with true, accurate and complete copies of all such required reports (if any) filed within twenty-four (24) months of the Effective Time. Seller has not received any notice that any tax deficiency or delinquency has been asserted against Seller. There is no unpaid assessment, proposal for additional taxes, interest, penalty, deficiency, or delinquency in the payment of any of Seller's taxes or that reasonably could be expected to be asserted by any taxing authority. There is no taxing authority audit of Seller pending.

- (k) Employment Taxes. Any and all arrears of wages and all taxes, penalties and/or interest due or which may become due respecting the wages, benefits, withholding taxes and social security taxes of Seller's employees accrued or owed as of the Effective Time will be paid by Seller. Seller shall cause all employees and independent contractors of the Business to be terminated as of the Effective Time.
- (l) Events Since January 1, 2018: Seller warrants that since January 1, 2018, there has not been:
 - (i) any material adverse change (whether any change is taken alone or as to changes in the aggregate) in the condition of the Assets and liabilities, debts and obligations of Seller, income or expense of the Business, and Seller has paid the Business' debts and accounts payable and collected all accounts receivable in the usual course of business since such date;
 - (ii) any breach or default of Seller or by any other party, whether declared or undeclared, under any contracts or other agreement or obligation of Seller included within the Assets or by which any of the Assets are bound; and
 - (iii) any notice received from a governmental authority that could materially and adversely affect the Assets or the Business.
- (m) Environmental Matters. To Seller's knowledge, the Business Premises is in compliance with all federal, state and local environmental, health and safety laws, statutes ordinances and regulations, including without limitation, all laws relating to hazardous substances.
- (n) The Name. Seller makes no representations or warranties as to any exclusive rights of Seller to use the Name, "The Cat Doctor", but will transfer all its right, title and interest in and to the Name, "The Cat Doctor" to Purchaser at Closing.
- (o) No Other Warranties. OTHER THAN THE EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT, THE ASSETS ARE BEING SOLD "AS-IS" AND NO SELLER PARTY MAKES ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE CONDITION OF THE BUSINESS, ITS ASSETS, ITS CONTRACTS OR ANY OTHER ASPECT OF THE BUSINESS, AND SUCH PARTIES EXPRESSLY DISCLAIM ANY AND ALL OTHER EXPRESS AND IMPLIED REPRESENTATIONS AND WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

11. Other Covenants.

- (a) Employee Matters. Effective as of the Effective Time, Seller's personnel shall cease to work for Seller and Purchaser shall be free to employ any or all such personnel at Purchaser's sole discretion. Seller shall be responsible for and shall pay at the Closing all salary, vacation, benefits, obligations and any other employment liabilities of the Business accruing up to the Effective Time and Purchaser shall be responsible for the same accruing from and after the Effective Time respecting such personnel hired or retained by Purchaser.
- (b) Access and Investigation. Between the date of the execution of this Agreement and until 5:00 p.m. on the day before Closing, and upon reasonable advance notice received from Purchaser, Seller shall (i) afford Purchaser and its representatives and the Primary Lender on-site access to Seller's properties, contracts, governmental authorizations, books and records and other documents and data, provided, however, such rights of access shall be in a manner that does not unreasonably interfere with the operations of Seller; (ii) furnish Purchaser on-site with copies of all such contracts, governmental authorizations, books and records and other existing documents and data as Purchaser may reasonably request; (iii) furnish Purchaser on-site with such additional financial, operating and other relevant data and information as Purchaser may reasonably request; and (iv) otherwise cooperate and assist, to the extent reasonably requested by Purchaser, with Purchaser's investigation of the Assets and financial condition related to Seller.

12. Representations, Warranties and Covenants of Purchaser. Purchaser represents, warrants and covenants as follows, all of which shall be true, correct and reaffirmed by Purchaser at Closing:

- (a) Authority. AMJ Veterinary, PC is a professional corporation duly organized and validly existing and in good standing with the Georgia Secretary of State, has full power and authority to enter into and has full legal capacity and is competent to execute, deliver and perform this Agreement, and to consummate the transactions contemplated hereby and thereunder, including receiving all licenses or permits required to operate a veterinary hospital or provide veterinary services. This Agreement has been duly executed and delivered by Purchaser and Dr. Bradbury and constitutes, and together with any other documents to be delivered at the Closing, will constitute, a valid and binding obligation of Purchaser and Dr. Bradbury as specified herein, enforceable in accordance with their terms. The person signing this Agreement is authorized on behalf of Purchaser and empowered to execute this Agreement and the other documents necessary to effectuate the Closing.
- (b) No Breach. The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby and thereunder do not and will not (i) conflict with, result in a breach of any provision of, constitute a default under, result in the modification or cancellation of, or give rise to any right of termination or acceleration in respect of, any material contract, agreement, commitment, understanding, arrangement or restriction to which Purchaser is a party or to which any of the Assets or any of Purchaser's assets are subject; (ii) violate or conflict with any Legal Requirements applicable to Purchaser, Purchaser's assets, or properties or the Assets; or (iii) require any authorization, consent, order, permit or approval of, or notice to, or filing registration or qualifications with, any governmental, administrative or judicial authority.

- (c) "AS IS" Transaction. Purchaser warrants that it is familiar with the condition of the Business and the Assets based on Dr. Bradbury's employment with Seller prior to the execution of this Agreement. Purchaser acknowledges and agrees that, except as otherwise expressly provided herein, Seller is making no representations or warranties whatsoever, express or implied, respecting any matter relating to the Business, the Assets, or the Premises, including, without limitation, any financial projections, revenues, profits, or income to be derived or costs or expenses to be incurred in connection with the Business post-Closing, or the merchantability, habitability, or fitness of any Asset or the Premises for any particular purpose. Purchaser further acknowledges that it has independent and special knowledge relating to the Seller, the Business, the Assets, and the Premises, by virtue of Dr. Bradbury's employment by Seller as an associate veterinarian prior to Closing.
13. Covenants Not To Compete And For Non-Solicitation. As a material, and separately bargained for, part of the consideration provided herein, the parties agree to the following:
- (a) The Cat Doctor, Inc. and Dr. Weigner (collectively, the "Restricted Parties") agree that they will not directly or indirectly, whether personally or as a principal, principal owner, part owner, owner, interest holder, unit holder, stockholder, partner, employee, independent contractor, member, contractor, manager, operator, agent, or in any other capacity, perform veterinary medicine, surgery, chiropractic or dentistry services related to veterinary care, or provide grooming services, or engage in the operation of a veterinary medical practice or veterinary hospital providing veterinary services similar to the services or grooming services provided by the Business commencing with the Effective Time and continuing for a five (5) year period from the Effective Time (the "Restricted Period") within a five (5) mile radius of the Business Premises of Seller located at 4716 Roswell Road, Atlanta, Georgia 30342 (the "Restricted Area").
- (b) During the Restricted Period, the Restricted Parties will not directly or indirectly solicit any customers, clients or patients of Purchaser or the Business with whom Dr. Weigner has had material contact within the two (2) year period preceding the Effective Time for purposes of providing the customer(s), clients(s) or patient(s) with veterinary medical practice services or other services previously performed by Seller or the Business, except to solicit customers, clients or patients for and on behalf of Purchaser or the Business for the benefit of Purchaser and the Business.
- (c) During the Restricted Period, the Restricted Parties are prohibited from taking, disclosing and/or using Customer Information and/or Confidential Information. "Customer Information" includes names, addresses, telephone numbers, medical information about customers, clients and/or patients of Seller, Purchaser and/or the Business in any form whatsoever. "Confidential Information" means any proprietary, confidential or non-public (1) information, knowledge, data, or records, whether written, computer generated or otherwise related to Purchaser or the Business which derives economic value, actual or potential, from not being generally known to or readily ascertainable by other persons who can obtain economic value from its disclosure or use other than Seller; and (2) information which is the subject of efforts that are reasonable under the circumstances to maintain its secrecy. Provided however, Confidential Information shall not include such information that can be shown to have been (a) previously known by the party to which it was furnished, (b) in the public domain through no fault of such party, or (c) later lawfully acquired from other sources by the party to which it was furnished.

Notwithstanding the foregoing, in the event of a threat of a claim, governmental investigation or inquiry, or an actual business claim, tax claim or veterinary malpractice or products liability claim being made against Seller or any agents of Seller, Purchaser agrees to allow access to the records reasonably necessary to the defense of said claims, provided that at all times, the Restricted Parties shall continue to hold such records in strict confidence except to the extent necessary for the defense of such claims.

- (d) The Restricted Parties jointly and severally and each of them agree that in the event of any breach of subparagraphs (a), (b), or (c), Purchaser or the Business, in addition to any other remedy provided by law, equity, or otherwise, shall be authorized to apply to any court of competent jurisdiction for the entry of an immediate order to restrain or enjoin the breach(es) of any or all of the covenants contained within subparagraphs (a), (b), or (c) as without a preliminary injunction, it is agreed and understood that Purchaser and/or the Business would sustain irreparable harm pending the outcome of litigation, would be threatened with losing its clients, customers and income and could be susceptible to insolvency and/or bankruptcy and such damage would be immediate and real.
- (e) Each of the subparagraphs contained herein shall be deemed and shall be construed as a separate and independent covenant and should any part or provision of any such covenant be deemed by a court of competent jurisdiction to be invalid, the same court shall be authorized to modify the covenant in its discretion so as to make the covenant enforceable.
- (f) If any provision of this Section 13 is held to be unreasonable, arbitrary, or against public policy, such covenant will be considered to be divisible with respect to scope, time, and geographic area, and such lesser scope, time, or geographic area, or all of them, as a court of competent jurisdiction may determine to be reasonable, not arbitrary, and not against public policy, will be effective, binding, and enforceable to the maximum extent allowable against the Restricted Parties.
- (g) No amendments or variations of the terms and conditions of this Section 13 shall be valid unless the same is in writing and signed by all of the parties hereto.
- (h) The parties agree that in the event of a dispute involving the terms of this Section 13, the prevailing party shall be entitled to an award of its reasonable attorneys' fees and all other associated costs as agreed upon at mediation, or as awarded by the arbitrator or court of competent jurisdiction interpreting or enforcing same as the case may be.
- (i) Notwithstanding anything contained in this Section 13 to the contrary, it is agreed that Dr. Weigner may treat his pets and animals either within or outside the Restricted Area and same shall not be a violation of the covenants and restrictions in this Section 13.

14. Confidentiality.

- (a) Non-Disclosure. Each party hereto will hold, and will cause its consultants and advisors to hold, in strict confidence, unless compelled to disclose by judicial or administrative process, or, in the opinion of its counsel, by other requirements of law, all documents and information concerning the other party furnished it by its representatives in connection with the transactions contemplated by this Agreement (except to the extent that such information can be shown to have been (a) previously known by the party to which it was furnished, (b) in the public domain through no fault of such party, or (c) later lawfully

acquired from other sources by the party to which it was furnished), and no party shall release or disclose such information to any other person, except its auditors, attorneys, financial advisors, bankers and other consultants and advisors in connection with this Agreement and the transactions contemplated hereby. If any party is legally compelled to make public disclosure of such information or Confidential Information, then such party shall provide the other party prompt written notice of such event and shall cooperate with such other party to ensure that disclosure is limited to that so legally compelled. If the transactions contemplated by this Agreement are not consummated, such confidence shall be maintained for an indefinite period after the termination hereof except to the extent such information comes into the public domain through no fault of the party required to hold it in confidence, and such information shall not be used to the detriment of, or in relation to any investment in, the other party and all such documents (including copies thereof) shall be returned to the other party immediately upon the written request of such other party. Each party shall be deemed to have satisfied its obligation to hold confidential information concerning or supplied by the other party if it exercises the same care as it takes to preserve confidentiality for its own similar information.

- (b) Public Announcements. No public announcement shall be made by any person with regard to the transactions contemplated by this Agreement without the express prior consent of Seller and Purchaser unless legally required to do so. Seller and Purchaser will discuss any public announcements or disclosures concerning the transactions contemplated by this Agreement and the timing thereof with the other parties prior to making such announcements or disclosures.

15. Conduct of the Business. Until the Effective Time, Seller shall:

- (a) Use commercially reasonable efforts to preserve the Business and the Business Goodwill for the clients, customers, patients, vendors and suppliers of the Business and others having relations with Seller and the Business;
- (b) Pay in the ordinary course of business, all outstanding accounts payable to all creditors, vendors, suppliers, and governmental authorities and collect, only in the ordinary course of business, all outstanding accounts receivable;
- (c) Continue electricity, water-sewage, gas, local/long distance telephone service and internet service and further do all things necessary so that Purchaser can assume and use these numbers and the Business' web site and domain name(s) on the Effective Time;
- (d) Cooperate with Purchaser and its duly designated representatives to provide information and explanation and reasonable access to the books and records of the Business regarding transactions and events that occurred before the Effective Time and the Assets as requested by Purchaser; and
- (e) Otherwise conduct the Business in the ordinary course and consistent with past practices.

16. Payment of Expenses and Salaries, Percentages, Bonuses, and Commissions Before and After the Closing. Except as otherwise provided in this Agreement, Seller shall be liable for the payment of all bills for Inventory ordered and received, repairs, equipment, furniture, fixtures, and improvements before the Effective Time; and Purchaser shall be liable for the payment of all bills for Inventory ordered or received, repairs made, Equipment, Improvements after the

Effective Time. Effective on or prior to the Closing Date, Seller will have made all payments due to the employees of the Business as of the Closing Date as required by this Agreement and have withheld from such employees and remitted to the proper governmental authority all amounts required by law to have been so withheld and remitted. Seller will provide all of its employees with adequate notice of change of employment as of the Closing Date. Purchaser shall be responsible for the payment of all salaries, vacation pay, sick leave pay, retirement benefits and any other form of benefits or compensation, percentages, commissions, payroll deductions and taxes levied upon Purchaser in connection with employees' work performed and benefits accrued after the Effective Time for employees it chooses to retain as of the Effective Time.

17. Conditions to Closing.

- (a) The obligation of Purchaser to consummate the transactions contemplated hereby shall be expressly conditioned upon the satisfaction of the following:
- (i) Purchaser's approval, which will not be unreasonably withheld, of all terms of this Agreement and all other documents relating to the sale of the Assets.
 - (ii) Purchaser having obtained financing from the Primary Lender as required for the Purchase Price for the purchase of the Assets.
 - (iii) Each of the representations and warranties of Seller contained in this Agreement shall be true and correct as of the date hereof and (will be deemed to have been made again at and as of the Closing) shall be true and correct in all material respects as of the Closing. Each of the obligations of Seller required hereunder to be performed at or prior to the Closing shall have been duly performed and complied with in all respects as of the Closing.
 - (iv) No action, suit or proceeding before any court of law, governmental or regulatory entity shall be pending (or threatened by any such entity), and no investigation by any such entity shall have been commenced and be pending seeking to restrain or prohibit the consummation of the transactions contemplated by this Agreement.
 - (v) Purchaser shall have completed the examination and investigation of the Business and the books and records of the Business and the desired due diligence with the results of such examination, investigation and due diligence being satisfactory to Purchaser.
 - (vi) Seller shall have delivered all documents as required by Section 7(a) and Dr. Weigner shall have delivered Dr. Weigner's Bill of Sale as required by Section 7 (b).
- (b) The obligation of Seller to consummate the transactions contemplated hereby shall be expressly conditioned upon the satisfaction of the following:
- (i) Seller's approval, which will not be unreasonably withheld, of all terms of this Agreement and all other documents relating to the sale of the Assets and Business.
 - (ii) Each of the representations and warranties of Purchaser contained in this Agreement shall be true and correct as of the date hereof and (having been

deemed to have been made again at and as of the Closing) shall be true and correct in all material respects as of the Closing. Each of the obligations of Purchaser required hereunder to be performed by Purchaser at or prior to the Closing shall have been duly performed and complied with in all respects as of Closing.

- (iii) No action, suit or proceeding before any court or any governmental or regulatory entity shall be pending (or threatened by any such entity), and no investigation by any such entity shall have been commenced and be pending seeking to restrain or prohibit the consummation of the transactions contemplated by this Agreement.
- (iv) Purchaser shall have delivered all documents as required by Section 7 (c).
- (v) The landlord for the Business Premises shall have delivered the duly executed Landlord's Consent to Lease Assignment and Waiver releasing Seller and Dr. Weigner as a Tenant under the Lease and from all liability concerning the Business Premises post-Closing.

18. Investigation of Assets.

- (a) Due Diligence Period. Commencing with the date of the execution of this Agreement and continuing until 5:00 p.m. on the day before Closing, Purchaser shall have the right to conduct a due diligence investigation of the Assets and the Equipment (the "Due Diligence Period"). Purchaser may, during the Due Diligence Period, perform or have performed, at Purchaser's sole expense, such inspections, operational instructions and demonstration, business operation review, environmental audits, surveys and studies of the Assets and Equipment as may be required by Purchaser to ascertain the condition of the Assets shall be performed at a time mutually agreeable to Purchaser and Seller.
- (b) Interference with Practice. Purchaser agrees to schedule with Seller to perform or have performed the inspections, environmental audits, surveys and property studies at a time mutually agreeable to Purchaser and Seller in as unobtrusive a manner as is possible and without interfering with Seller's normal business operations. Purchaser further agrees to hold Seller harmless and indemnify Seller from claims of loss or damage to property or injury to person arising out of Purchaser's and Purchaser's agent's activities on the Business Premises. Purchaser further agrees to restore the Assets to their pre-inspection condition following the completion of all such inspections. These provisions shall expressly survive the termination of this Agreement by either party.
- (c) Termination. In the event Purchaser determines that the condition of the Assets are not satisfactory pursuant to the provisions of this Section 18, then Purchaser shall, no later than 5:00 p.m. ET on the day prior to the Closing Date, deliver to Seller notice of Purchaser's termination of this Agreement and thereafter this Agreement shall terminate and become null and void, whereupon the parties shall be released from their respective obligations under this Agreement. The parties may, however, extend the Due Diligence Period and Closing Date upon mutual written consent. Reasonable standards shall apply in pursuing the provisions and rights under this Section.

19. Termination.

- (a) Termination Events. Except as otherwise provided herein within Section 18(c) hereof, this Agreement may only be terminated by written notice given prior to or at the Closing as follows:
- (i) by Purchaser if a material breach of any provision of this Agreement has been committed by Seller and such breach has not been waived by Purchaser or cured within ten (10) days after Purchaser has notified Seller of its intent to terminate this Agreement pursuant to this subparagraph (a);
 - (ii) by Seller if a material breach of any provision of this Agreement has been committed by Purchaser and such breach has not been waived by Seller or cured within ten (10) days after Seller has notified Purchaser of its intent to terminate this Agreement pursuant to this subparagraph (b);
 - (iii) by Purchaser if any condition in Section 17 has not been satisfied as of the date specified therein or by Closing if no date is provided or if satisfaction of such a condition by such date is or becomes impossible (other than through the failure of Purchaser to comply with its obligations under this Agreement), and Purchaser has not waived such condition on or before such date;
 - (iv) by Seller if any condition in Section 17 has not been satisfied as of the date specified therein or by Closing if no date is provided or if satisfaction of such a condition by such date is or becomes impossible (other than through the failure of Seller to comply with their obligations under this Agreement), and Seller has not waived such condition on or before such date;
 - (v) by Seller if Dr. Weigner does not agree with the terms of Dr. Weigner's Note or Subordination Agreement required by the Primary Lender; or
 - (vi) by mutual written consent of Purchaser and Seller.
- (b) Effect of Termination. Each party's right of termination under Section 19(a) is in addition to any other rights it may have under this Agreement or otherwise, and the exercise of such right of termination will not be an election of remedies. If this Agreement is terminated pursuant to Section 19(a), all obligations of the parties under this Agreement will terminate, except that the obligations of the parties in this Section 19(b) and Sections 14 and 18(b) will survive, provided, however, that, if this Agreement is terminated because of a breach of this Agreement by the non-terminating party or because one or more of the conditions to the terminating party's obligations under this Agreement is not satisfied as a result of the party's failure to comply with its obligations under this Agreement, the terminating party's right to pursue all legal remedies will survive such termination unimpaired.

20. Default.

- (a) Seller's Default. If Seller should fail to consummate the transaction contemplated herein for any reason, other than a Seller contingency not being met or Purchaser's default, Purchaser, at its option, shall have the right to seek such remedies at law or in equity

against Seller as may be afforded to it, including, without limitation, specific performance of Seller's obligations hereunder.

- (b) Purchaser's Default. If Purchaser should fail to consummate the transaction contemplated herein for any reason, other than a Purchaser contingency not being met or Seller default, Seller, at its option, may terminate this Agreement and seek such remedies at law or in equity against Purchaser and Dr. Bradbury as may be afforded to it, including, without limitation, specific performance of Purchaser's obligations hereunder.

21. Indemnification.

- (a) Indemnification and Reimbursement by Seller. Seller will indemnify and hold harmless Purchaser, and its representatives, shareholders, subsidiaries and related persons (collectively, the "Purchaser Indemnified Persons"), and will reimburse Purchaser Indemnified Persons for any loss, liability, claim, damage, expense (collectively, "Damages"), arising from or in connection with:

- (i) For a period of one (1) year following the Closing Date, any breach of any representation or warranty made by Seller in (i) this Agreement, except as provided in Sections 10(a), 10(b) and 10(c) (the "Fundamental Representations") which shall survive for the applicable statutes of limitation; (ii) any transfer instrument; or (iii) any other certificate, document, writing or instrument delivered by Seller pursuant to this Agreement;
- (ii) Any breach of any covenant or obligation of Seller to Purchaser in this Agreement concerning the Fundamental Representations during the applicable statutes of limitation, except as provided herein to the contrary;
- (iii) Any brokerage or finder's fees or commissions or similar payments based upon any agreement or understanding made by any person with Seller (or any person acting on Seller's behalf) in connection with any of the transactions contemplated hereunder;
- (iv) For a period of two (2) years following the Closing Date, any liability arising out of the ownership or operation of the Assets or the Business prior to the Effective Time, except as provided in this Agreement to the contrary; or
- (v) Any liability of Seller not assumed by Purchaser hereunder.

In no event shall Seller's liability under this Section 21(a) exceed the Purchase Price.

- (b) Indemnification and Reimbursement by Purchaser. Purchaser will indemnify and hold harmless Seller, and will reimburse Seller, for any Damages arising from or in connection with:
- (i) For a period of one (1) year following the Closing Date, any breach of any representation or warranty made by Purchaser in this Agreement or in any certificate, document, writing or instrument delivered by Purchaser pursuant to this Agreement;
 - (ii) Any breach of any covenant or obligation of Purchaser in this Agreement;

- (iii) Any liability arising out of the ownership or operation of the Assets or the Business from and after the Effective Time; or
- (iv) Any brokerage or finder's fees or commissions or similar payments based upon any agreement or understanding made by any person with Purchaser (or any person acting on Purchaser's behalf) in connection with any of the transactions contemplated hereunder, including loan broker fees.

In no event shall Purchaser's liability under this Section 21(b) exceed the Purchase Price.

(c) Third Party Claims.

- (i) Promptly after receipt by a party entitled to indemnity under Section 21(a) or 21(b) (an "Indemnified Person") of notice of the assertion of a claim by a non-party hereto ("Third-Party Claim") against it, such Indemnified Person shall give notice to the Person obligated to indemnify under such Section (an "Indemnifying Person") of the assertion of such Third-Party Claim.
- (ii) If an Indemnified Person gives notice to the Indemnifying Person pursuant to Section 21(c), of the assertion of a Third-Party Claim, the Indemnifying Person shall be entitled to participate in the defense of such Third-Party Claim and, to the extent that it wishes (unless (i) the Indemnifying Person is also a party against whom the Third-Party Claim is made and the Indemnified Person determines in good faith that joint representation would be inappropriate or (ii) the Indemnifying Person fails to provide reasonable assurance to the Indemnified Person of its financial capacity to defend such Third-Party Claim and provide indemnification with respect to such Third-Party Claim), to assume the defense of such Third-Party Claim with counsel satisfactory to the Indemnified Person. After notice from the Indemnifying Person to the Indemnified Person of its election to assume the defense of such Third-Party Claim, the Indemnifying Person shall not, so long as it diligently conducts such defense, be liable to the Indemnified Person under this Section 21 for any fees of other counsel or any other expenses with respect to the defense of such Third-Party Claim, in each case subsequently incurred by the Indemnified Person in connection with the defense of such Third-Party Claim, other than reasonable costs of investigation. If the Indemnifying Person assumes the defense of a Third-Party Claim, (i) such assumption shall not be deemed consent by the Indemnifying Person that the claims made in that Third-Party Claim are within the scope of and subject to indemnification, and (ii) no compromise or settlement of such Third-Party Claims may be effected by the Indemnifying Person without the Indemnified Person's consent unless (A) there is no finding or admission of any violation of Legal Requirement or any violation of the rights of any person; (B) the sole relief provided is monetary damages that are paid in full by the Indemnifying Person; and (C) the Indemnified Person shall have no liability with respect to any compromise or settlement of such Third-Party Claims effected without its consent. If notice is given to an Indemnifying Person of the assertion of any Third-Party Claim and the Indemnifying Person does not, within ten (10) business days after the Indemnified Person's notice is given, give notice to the Indemnified Person of its election to assume the defense of such Third-Party Claim, the Indemnifying Person will be bound by any determination made in

such Third-Party Claim or any compromise or settlement effected by the Indemnified Person.

- (iii) Notwithstanding the foregoing, if an Indemnified Person determines in good faith that there is a reasonable probability that a Third-Party Claim may adversely affect it or its related persons other than as a result of monetary damages for which it would be entitled to indemnification under this Agreement, the Indemnified Person may, by notice to the Indemnifying Person, assume the exclusive right to defend, compromise or settle such Third-Party Claim, but the Indemnifying Person will not be bound by any determination of any Third-Party Claim so defended for the purposes of this Agreement or any compromise or settlement effected without its consent (which may not be unreasonably withheld).
- (iv) With respect to any Third-Party Claim subject to indemnification under this Section 21: (i) both the Indemnified Person and the Indemnifying Person, as the case may be, shall keep the other party fully informed of the status of such Third-Party Claim and any related proceedings at all stages thereof where such party is not represented by its own counsel, and (ii) the parties agree (each at its own expense) to render to each other such assistance as they may reasonably require of each other and to cooperate in good faith with each other in order to ensure the proper and adequate defense of any Third-Party Claim.
- (v) With respect to any Third-Party Claim subject to indemnification under this Section 21, the parties agree to cooperate in such a manner as to preserve in full (to the extent possible) the confidentiality of all Confidential Information and the attorney-client and work-product privileges. In connection therewith, each party agrees that: (i) it will use its best efforts, in respect of any Third-Party Claim in which it has assumed or participated in the defense, to avoid production of Confidential Information (consistent with applicable law and rules of procedure), and (ii) all communications between any party hereto and counsel responsible for or participating in the defense of any Third-Party Claim shall, to the extent possible, be made so as to preserve any applicable attorney-client or work-product privilege.
- (d) Other Claims. A claim for indemnification for any matter not involving a Third-Party Claim may be asserted by notice to the party from whom indemnification is sought and shall be paid promptly after such notice.
- (e) Limitations. Notwithstanding anything contained in this Section 21 to the contrary, if any party hereto identifies that any of the other parties' representations or warranties are untrue, inaccurate, or misleading, and the matters described in such notice or such untrue, inaccurate, or misleading representations or warranties (without giving effect to any materiality thresholds therein) gives rise to a material adverse effect, then such party may, by written notice to the other party, terminate this Agreement without prejudice to any other remedy available to such party. If no party elects not to terminate this Agreement, then, from and after the Closing and notwithstanding the provisions of this Section 21, no party shall have any claim against any other party with respect to the disclosed fact, matter, or circumstance that caused such other party's representation or warranty to be untrue, inaccurate, or misleading.

22. Remedies Cumulative. The remedies accorded the parties hereunder are cumulative and concurrent and shall be in addition to any other rights or remedies permitted by law or equity. Either party shall have the right to enforce one or more remedies hereunder, successively or concurrently, and such action shall not operate to stop or prevent either party from pursuing any further or other remedy hereunder or which is permitted by law or equity. Failure by either party, at any time, to require performance hereunder of any provision herein contained shall in no way affect the right of a party to enforce the same, nor shall any waiver by either party of any breach of any suit provision, or as a waiver of the provision itself.

23. Brokerage. Seller and Purchaser each represent and warrant to each other that they have not dealt with any broker or finder in connection with this Agreement or the transactions contemplated hereby relating to the purchase and sale of the Assets, and no broker or any other person is entitled to receive any brokerage commission, finder's fee or similar compensation in connection with this Agreement or the transactions contemplated hereby. Each party shall indemnify and hold the other party harmless from and against all liability, claim, loss, damage or expense, including reasonable attorney's fees, pertaining to any other broker, finder or other person whom such party has dealt.

24. Notice.

- (j) Any notice or delivery required or permitted under this Agreement shall be deemed sufficiently given or served if delivered personally or sent by certified or registered mail or overnight delivery service.
- (k) Notices shall be deemed received on the date the notice is delivered if delivered personally or on the first business day if sent by overnight delivery service or on the second business day after deposit of same in the United States mail, properly addressed and postage prepaid.
- (l) Any party may change the address to which notices and deliveries may be sent by giving written notice to the other in the manner provided in the above paragraphs.

To Seller: The Cat Doctor, Inc.
 Attn: Drew Weigner, DVM
 245 Chemin de Vie
 Atlanta, GA 30342

To Dr. Weigner: Drew Weigner, DVM
 245 Chemin de Vie
 Atlanta, GA 30342

With Copy To (Which Shall Not Constitute Notice):

LaFou & Hall
 Attn: Beverly J. Hall, Esq.
 1301 Bombay Lane
 Roswell, Georgia 30076

To Purchaser: AMJ Veterinary, PC
Attn: Alison Bradbury, DVM
1315 Willow Park Way
Cumming, GA 30041

To Dr. Bradbury: Alison Bradbury, DVM
1315 Willow Park Way
Cumming, GA 30041

With Copy To (Which Shall Not Constitute Notice):

Law Office of John Owens, LLC
Attn: John Owens, Esq.
1123 State Route 3 North
Suite 277
Gambrills, MD 21054

25. **Expenses, Fees & Taxes.** Each party shall bear their own respective expenses (including, but not limited to, all compensation and expenses of counsel, financial advisors, consultants, actuaries and independent accountants) incurred in connection with this Agreement and the consummation of the transactions contemplated hereby. Purchaser shall be responsible for payment of all recording costs and intangible taxes associated with any financing obtained by Purchaser to consummate this transaction from Seller or Dr. Weigner or the Primary Lender, the costs associated with the transfer of the service mark attached as **Exhibit B**, and Purchaser's attorney's fees.
27. **Survival.** The representations, warranties and covenants of each party contained herein shall survive Closing and the delivery of the Bill of Sale and other closing documents and shall continue in full force and effect for the periods set forth in **Sections 21(a)** and **21(b)**, except Seller's covenants set forth at **Section 13** which shall remain in effect following Closing for the period specified therein and except to the extent waived in writing.
28. **Further Assurances.** In connection with the transaction contemplated by this Agreement, the parties agree to execute and deliver such further instruments, and to take such further actions, as may be reasonably necessary or proper to effectuate and carry out the transactions contemplated in this Agreement.
29. **Entire Agreement.** This Agreement, together with all documents to be delivered at Closing, including but not limited to the affidavits, and settlement statement, contain all of the terms agreed upon between Seller and Purchaser with respect to the subject matter hereof. This Agreement has been entered into after full investigation. All prior oral or written statements, representations, promises, and understandings between Seller and Purchaser are merged into and superseded by this Agreement and the other closing documents, which alone fully and completely expresses their agreement.
30. **No Waiver; Changes Must Be In Writing.** No delay or omission by either Seller or Purchaser in exercising any right hereunder or under any Exhibit or other document referred to herein shall operate as a waiver of such right or any other right. This Agreement may not be altered, amended, changed, modified, waived or terminated in any respect or particular unless the same shall be in writing signed by the party to be bound. No waiver by any party of any breach, violation of

default hereunder or under any Exhibit or other document referred to herein shall be deemed a waiver of any other or subsequent breach, violation of default.

31. **Captions and Exhibits.** The captions in this Agreement are for convenience only and are not to be considered in construing this Agreement. The Exhibits annexed to this Agreement are an integral part of this Agreement, and where there is any reference to this Agreement it shall be deemed to include said Exhibits.
32. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia. If any provisions of this Agreement shall be unenforceable or invalid, such unenforceability or invalidity shall not affect the remaining provisions of this Agreement.
33. **Binding Effect, Severability.** This Agreement shall not be considered an offer or any acceptance of an offer by Seller, and shall not be binding upon Seller until executed and delivered by both Seller and Purchaser. Upon such execution and delivery, this Agreement shall be fully binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns. The provisions of this Agreement and each paragraph and subparagraph are separate and independent. If any term, provision, covenant or condition of this Agreement is held to be invalid, void or unenforceable by a court of competent jurisdiction, the remainder of the provisions shall remain in full force and effect and be binding upon the parties, their heirs, personal representatives, executors and assigns and shall in no way be affected, impaired or invalidated.
34. **Joint Drafting.** This Agreement and the documents prepared for the transactions contemplated by this Agreement are the product of the joint efforts of Seller and Purchaser and are not drafted solely by either of them. The provisions of this Agreement have been examined, negotiated, drafted and revised by counsel for each party, and any ambiguity created herein shall not be construed against either Seller or Purchaser by virtue of the drafting of the documents.
35. **Execution and Delivery.** A facsimile, telecopy or other reproduction of this Agreement may be executed by one or more parties hereto, and an executed copy of this Agreement may be delivered by one or more parties by facsimile or similar electronic transmission device pursuant to which the signature of or on behalf of such party can be seen, and such execution and delivery shall be considered valid, binding and effective for all purposes. At the request of any party, all parties agree to execute an original of this Agreement as well as any facsimile, telecopy or other reproduction hereof.
36. **Headings.** Section headings are used herein solely for the convenience of the parties and are not intended to be used to construe the Agreement.
37. **Word Usage and Definitions.** Unless the context clearly indicates a contrary intent or unless otherwise specifically provided herein, words used in this Agreement shall be used interchangeably in singular or plural form; the words "this Agreement" shall mean "this Agreement and any and all Exhibits or riders annexed hereto and any and all amendments, modifications and supplements hereof"; the word "person" shall include an individual, corporation, partnership, trust, unincorporated association, government, governmental authority, or other entity. Whenever the context may require, any pronouns used herein shall include the corresponding masculine, feminine or neuter forms. The words "included", "including" and "such as" shall each be construed as if followed by the phrase "without being limited to". The words

"herein", "hereof", "hereunder" and words similar shall be construed to refer to this Agreement as a whole and not to any particular paragraph or section hereof unless expressly so stated.

38. **Time.** Should the final day of any period of time expressed herein with the exception of Purchaser's Due Diligence Period fall on a Saturday, Sunday or date recognized as a holiday by the banks doing business in Fulton County, Georgia, then such period shall be extended until 5:00 p.m. ET on the next day which is not a Saturday, Sunday or date recognized by a holiday by banks doing business in Fulton County, Georgia. The term "business day" as used herein shall mean any day which is not a Saturday, Sunday or date recognized as a holiday by the banks doing business in Fulton County, Georgia. Time shall be of the essence for all purposes under this Agreement.
39. **Seller's Knowledge.** As used herein, the terms "Seller's knowledge" and "to the knowledge of Seller" shall mean Seller's actual knowledge or the actual knowledge of Dr. Weigner.
40. **No Third-Party Beneficiaries.** Notwithstanding any provision contained in this Agreement or in any Exhibit or other document referred to in this Agreement to the contrary, this Agreement is intended as and shall be deemed to be an agreement for the sale of the Assets and, except as expressly provided herein, none of the provisions hereof shall be deemed to create any obligation or liability of any party to any person or entity that is not a party to this Agreement, whether under a third-party beneficiary theory, laws relating to transferee liabilities or otherwise. With the exception of the parties to this Agreement and any indemnified persons hereunder, and any permitted assignees of rights hereunder, there shall exist no right of any person to claim a beneficial interest in this Agreement or any rights occurring by virtue of this Agreement.
41. **Counterparts.** This Agreement may be executed in one or more counterparts and by facsimile transmission or email scan, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.
42. **Dispute Resolution.** In the event of any dispute between the parties arising out of or relating to this Agreement, the disputing party shall give each other relevant party(ies) written notice of the dispute, citing this Section 42. Within ten (10) days after receipt of the written notice, each receiving party shall submit to the other party a written response. Each notice and response shall include a statement of the party's position and a summary of the evidence and arguments supporting such party's position. The parties to the dispute shall thereafter meet promptly at the Business Premises, or another mutually acceptable place, to attempt to resolve the dispute. If, for any reason whatsoever, the dispute has not been resolved within thirty (30) days after the disputing party's original notice, the parties shall participate in non-binding mediation of the dispute in Fulton County, Georgia which shall commence by service of written notice by either party on the other party to initiate the mediation process. Thereafter, the parties in good faith shall promptly designate a mutually acceptable mediator, who shall be an independent attorney experienced in mediation of Georgia corporate and contract disputes. After initiation of the mediation process, the parties agree not to file any judicial proceedings or initiate any arbitration action; provided, however, that any party may seek a preliminary injunction or other preliminary judicial relief if in such party's good faith judgment such action is necessary to avoid irreparable damage, which injunction, if issued, shall remain in effect until a final mediation or arbitration award is entered, as applicable. If the parties are unable to resolve the dispute in mediation, the dispute shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, which shall commence by service of written notice by either party on the other party to initiate the mediation process. Thereafter, the parties in good faith shall promptly designate a mutually acceptable single arbitrator experienced in

arbitration of Georgia corporate and contract disputes. The arbitration hearing shall take place in Fulton County, Georgia. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

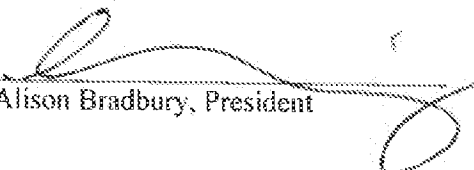
43. Costs Associated with Disputes. If any arbitration or litigation arises hereunder, the prevailing party shall be entitled to recover, from the non-prevailing party, reasonable attorneys' fees and costs at both the trial and appellate levels in addition to any other relief to which it may be entitled. For the purposes of this Section 43, "prevailing party" shall mean, in the case of a person asserting a claim, such person is successful in obtaining substantially all of the relief sought, and in the case of a person defending against or responding to a claim, such person is successful in denying substantially all of the relief sought.
44. Gender; Numbers. All references in this Agreement to the masculine, feminine or neuter genders shall, where appropriate, be deemed to include all other genders. All plurals used in this Agreement shall, where appropriate, be deemed to be singular, and vice versa.
45. Assignment by Purchaser. This Agreement may not be assigned by any party hereto without the written consent of the other parties. This Agreement shall be binding on, and shall inure to the benefit of, the parties and their respective heirs, executors, administrators, successors, and permitted assigns.
46. Post-Closing Veterinary Services For Dr. Weigner's Pets. It is agreed that Dr. Weigner may use the Business Premises and the facilities to perform treatment and surgery on his personal pets and animals post-Closing without charge to Dr. Weigner.

[Signatures on Following Page]

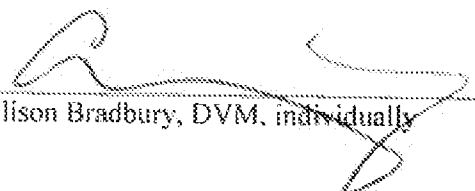
IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date first above written.

PURCHASER:

AMJ VETERINARY, PC, a Georgia professional corporation

By: 
Alison Bradbury, President


[Affix Corporate Seal]


Alison Bradbury, DVM, individually



SELLER:

THE CAT DOCTOR, INC., a Georgia corporation

By: 
Drew Weigner, President

[Affix Corporate Seal]

DR. WEIGNER:

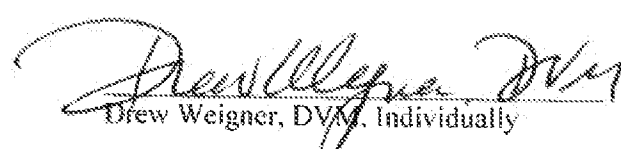

Drew Weigner, DVM, Individually

EXHIBIT A
EQUIPMENT LIST

See Attached.

The Cat Doctor Appraisal

Product Description	Manufacturer	Quantity
Couch	Haverty's	1
Arm Chairs	N/A	5
Receptionist Chairs	Global Upholstery Co. Inc.	2
Computers	Intel	2
Keyboards	Logitech	2
Computer Mouse	Logitech	2
Computer Screen	Acer	2
File Storage Shelf	N/A	2
Throw Rugs	Target	4
Coffee Table	BernHardt Furniture	1
Side Tables	BernHardt Furniture	2
Coffee Serving Table	N/A	1
Water Cooler	Primo	1
Bathroom Table	Joannie	1
Window Shade	Hunter Douglas	3
Lamp	N/A	1
Keuring Coffee Machine	Keurig	1
Phones	NEC	2
Printer	HP	1
Printer/Scanner/Fax	Brother	1
650 VA Battery Back-Up	CyberPowerPC	2
Waste Bins	Rubermaid	4
Decorative Vase	Target	2
Decorative Mirror	Target	1
Decorative Baskets	N/A	13
Decorative Bird	Target	1
Decorative Night Lamp	N/A	1
Decorative Pillow	N/A	2
Decorative Dr. Cat	Cats by Nina	1
Decorative Resin Cat	Tii Collections	1
Display Shelves	N/A	2

The Cat Doctor Appraisal

Product Description	Manufacturer	Quantity
Exam Table	N/A	1
Decorative Table	N/A	1
Arm Chair	Fairfield	2
Medical Supply Storage Unit	N/A	1
Framed Tiger Painting	Charles France	1
Quartz Wall Clock	Sunbeam	1
Trashcan	Rubbermaid	1
Storage Jars	N/A	3
Otoscope/Ophthalmoscope (1 rechargeable base)	Weich Allyn	1
Window Blinds	N/A	1
Ultrascale MBSC-55	My Weigh	1
Heating Pad	SunBeam	1
Thermometer	Weich Allyn	1
Stethoscope	Littman Quality	1
Xray Viewer	Pulse Medical Inc	1

The Cat Doctor Appraisal

Product Description	Manufacturer	Quantity
Surgery Table	Suburban Surgical	1
Instrument Stand	Suburban Surgical	1
Surgical Light	Medi-Lite	1
IV Fluid Stand	Cardinal Health	1
Anesthesia Machine	DRE Veterinary	1
EKG	Jorgensen Laboratories Inc.	1
Medical Storage Unit	N/A	1
Wall clock	Westclox	1
Trash can	Rubbermaid	1
Esophageal Stethoscope	A.M. Bickford Inc.	1
Surgical Trough	N/A	1

The Cat Doctor Appraisal

Product Description	Manufacturer	Quantity
Kennels	Snyder Manufacturing	30
Cat Scratching Posts		2
Rubber Bin	Homz	1
Rubber Bin	Rubbermaid	1
Trashcan	Rubbermaid	1
Step stool		1
Plastic Baskets	Target	3
Litter Pans	Various	39
Rolling Cart	Wesco	1
Dust mop		1
Pet Beds	Quiet Time	42
Towels	Various	57
Step Ladder	Cosco	1
Broom		1
Dust pan		1
Large Pet Beds	Target	3
Throw Rugs	Target	2
Cat door stopper	Kikkerland	1
Phone	NEC	1
Bronze Bowl	Target	2
Stainless Steel Bowl		47

The Cat Doctor Appraisal

Product Description	Manufacturer	Quantity
Treatment Table	Surburban Surgical	1
Dental/Surgical Table with Sink	Surburban Surgical	2
Scale	Ultrascale	1
Centrifuge	Unico	2
Microscope	LW Scientific	1
Autoclave	Tuttnauer	1
Anesthesia Machine	Ohmeda	1
Ultrasonic Cleaner	Henry Schein	1
Computer	Intel	2
Computer	Dell	1
Computer Screens	Acer	3
Keyboards	Logitech	3
Computer Mouse	Logitech	3
Phones	NEC	2
Printer/scanner/fax	HP	1
Glucometer	Vet Glucogauge	1
Heated Water Blanket	Gaymar	1
Label Maker	Dymo	1
Battery Backup	CyberPower	3
Dental Machine	DCI	1
Ultrasonic Doppler Flow Detector	Parks Medical	1
Rechargeable Clippers	Andis	1
Clipper Blade #10	Oster/Andis	3
Clipper Blade #40	Oster/Andis	3
Clipper Blade # 3	Andis	1
Glass Sundry Jar	Grafco	3
iSTAT Vetscan	Abaxis	1
iSTAT Printer	Abaxis	1
Readacrit Centrifuge	Clay Adams	1
IV Pole	Travenol	1
Stainless Steel Kennels	Surburban Surgical	12
Surgical Lights	Medi-lite	3
Xray Viewer	Pulse Medical Inc.	1
Otoscope/Ophthalmoscope (1 rechargeable base)	Welch Allyn	1
Curved Carmalt	Misdorn-Frank	8
Gelpi		1
Allis Tissue Forcep	Misdorn-Frank	7
Suture Scissors		3
Rat-Tooth Forcep	Miltex	4
Alligator Forcep		1
Weitianer		1
Towel Clamp	Merit	16
Curved Scissors		1
Iris Scissors		2
Thumb Forcep	Miltex	10

Needle Holder	Miltex	11
Scalegl Handle		10
Probe		2
Hemostat		27
Sharp Scissors	Henry Schien	7
Staple Remover		1
Mosquito Hemostat	Vedco	4
Gown		2
Drape		11
Sterile Towels		9
Scrub Brush		3
Curette Packs		4
Needle + Burr Pack	JorVet	4
Elevator	Schein	4
Metal Mouth Prop		1
Graceu Curette		5
Spay Hook		6
Needle Rack	JorVet	6
Extracting Forcep		2
Plastic Mouth Prop		12
Sheppard's Hook		4
Dental Curette		4
Refractometer	Reichert Vet	1
Thermoscan	Welch Allyn	1
Portable Light	Underwriters Labs	1
Dry Erase Boards	N/A	2
Pulse Oximeter	Masimo	1
Pencil Sharpener	Panasonic	1

The Cat Doctor Appraisal

Product Description	Manufacturer	Quantity
Washer	GE	1
Dryer	Admiral	1
Small Refridgerator	N/A	1
Desk	N/A	1
Desk Chair	N/A	1
Dining Table with 2 Chairs	N/A	1
Book Shelf	N/A	1
Printer	HP	1
Phone	NEC	1
Computer	Intel	1
Computer Monitor	Dell	1
Keyboard	Logitech	1
Computer Mouse	Logitech	1
Filing Cabinet (2-drawer)	Steelworks	1
Toaster	Oster	1
Trash Can	N/A	1
Microwave	Hotpoint	1
Battery Backup	CyberPower	1
Camera	Canon	1
Pencil Sharpener	Panasonic	1

The Cat Doctor Appraisal

Product Description	Manufacturer	Quantity
Phone	NEC	3
Computer	Intel	3
Computer Screen	Acer	3
Keyboard	Logitech	4
Computer Mouse	Logitech	3
Desks	Mill Craft	2
Desks (L-Shape)	Lexington	2
Filing Cabinet (2-drawer)		2
Filing Cabinet (4-drawer)		1
Bookshelf		1
Desk chairs		4
Trashcans		2
Printer	HP	1
Battery backup	CyberPower	3

The Cat Doctor Appraisal

Product Description	Manufacturer	Quantity
Xray Viewer	Buften View	1
Xray Viewer	S&S Xray Products	1
Automatic Identifier	S&S Xray Products	1
Developing Tank	Hanks Metal Craft	1
Xray Hangers	EKC	4
Xray Table/Tube	Transworld	1 Emerald 125
Xray Control	Tingle Xray Products	1 TRX 525 SFO
Lead Aprons	N/A	2
Lead gloves	Wolf	2 pairs
Thyroid Shield	N/A	2
Trash can	N/A	1
Medical Supply Storage	N/A	1
Phone	NEC	1

The Cat Doctor Appraisal

Product Description	Manufacturer	Quantity
Leaf Blower	Black & Decker	1
Bird feeder	N/A	2
Bird bath	N/A	2
Benches	N/A	3
Planters	N/A	4
Hoses	N/A	2

EXHIBIT B
SERVICE MARK

See attached.

Int. Cl.: 42

Prior U.S. Cl.: 100

United States Patent and Trademark Office

Reg. No. 1,535,926
Registered Apr. 18, 1989

SERVICE MARK
PRINCIPAL REGISTER ✓



WEIGNER, DREW D., D.V.M. (UNITED STATES CITIZEN)
4137 ROSWELL ROAD, N.E.
ATLANTA, GA 30342

✓
FOR: FELINE MEDICINE AND SURGICAL SERVICES, IN CLASS 42 (U.S. CL. 100).
FIRST USE 2-24-1987; IN COMMERCE 2-24-1987.

NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "CAT DOCTOR", APART FROM THE MARK AS SHOWN.

SER. NO. 745,519, FILED 8-12-1988.

LALITHA MANI, EXAMINING ATTORNEY

EXHIBIT C

SELLER'S EXCLUDED PERSONAL PROPERTY

1. Financial and business records and computer (Dell, including monitor, keyboard, mouse)
2. Diplomas and awards
3. Continuing Education records
4. Personal papers and items
5. Littman Cardiology stethoscope (in Treatment Room)
6. Electrolux vacuum
7. Contents of personal desk, excluding computer equipment and equipment manuals
8. (2) wooden washstands in Exam & surgery rooms



EXHIBIT D

DR. WEIGNER'S NOTE PAYMENT SCHEDULE

See attached.

Drew Weigner

Compound Period : Monthly

Nominal Annual Rate : 6.910 %

CASH FLOW DATA

Event	Date	Amount	Number	Period	End Date
1 Loan	10/01/2018	450,000.00	1		
2 Payment	11/01/2018	2,591.25	36	Monthly	10/01/2021
3 Payment	11/01/2021	452,591.25	1		

AMORTIZATION SCHEDULE - Normal Amortization

	Date	Payment	Interest	Principal	Balance
Loan	10/01/2018				450,000.00
1	11/01/2018	2,591.25	2,591.25	0.00	450,000.00
2	12/01/2018	2,591.25	2,591.25	0.00	450,000.00
2018 Totals		5,182.50	5,182.50	0.00	
3	01/01/2019	2,591.25	2,591.25	0.00	450,000.00
4	02/01/2019	2,591.25	2,591.25	0.00	450,000.00
5	03/01/2019	2,591.25	2,591.25	0.00	450,000.00
6	04/01/2019	2,591.25	2,591.25	0.00	450,000.00
7	05/01/2019	2,591.25	2,591.25	0.00	450,000.00
8	06/01/2019	2,591.25	2,591.25	0.00	450,000.00
9	07/01/2019	2,591.25	2,591.25	0.00	450,000.00
10	08/01/2019	2,591.25	2,591.25	0.00	450,000.00
11	09/01/2019	2,591.25	2,591.25	0.00	450,000.00
12	10/01/2019	2,591.25	2,591.25	0.00	450,000.00
13	11/01/2019	2,591.25	2,591.25	0.00	450,000.00
14	12/01/2019	2,591.25	2,591.25	0.00	450,000.00
2019 Totals		31,095.00	31,095.00	0.00	
15	01/01/2020	2,591.25	2,591.25	0.00	450,000.00
16	02/01/2020	2,591.25	2,591.25	0.00	450,000.00
17	03/01/2020	2,591.25	2,591.25	0.00	450,000.00
18	04/01/2020	2,591.25	2,591.25	0.00	450,000.00
19	05/01/2020	2,591.25	2,591.25	0.00	450,000.00
20	06/01/2020	2,591.25	2,591.25	0.00	450,000.00
21	07/01/2020	2,591.25	2,591.25	0.00	450,000.00
22	08/01/2020	2,591.25	2,591.25	0.00	450,000.00
23	09/01/2020	2,591.25	2,591.25	0.00	450,000.00

Date	Payment	Interest	Principal	Balance
24 10/01/2020	2,591.25	2,591.25	0.00	450,000.00
25 11/01/2020	2,591.25	2,591.25	0.00	450,000.00
26 12/01/2020	2,591.25	2,591.25	0.00	450,000.00
2020 Totals	31,095.00	31,095.00	0.00	
27 01/01/2021	2,591.25	2,591.25	0.00	450,000.00
28 02/01/2021	2,591.25	2,591.25	0.00	450,000.00
29 03/01/2021	2,591.25	2,591.25	0.00	450,000.00
30 04/01/2021	2,591.25	2,591.25	0.00	450,000.00
31 05/01/2021	2,591.25	2,591.25	0.00	450,000.00
32 06/01/2021	2,591.25	2,591.25	0.00	450,000.00
33 07/01/2021	2,591.25	2,591.25	0.00	450,000.00
34 08/01/2021	2,591.25	2,591.25	0.00	450,000.00
35 09/01/2021	2,591.25	2,591.25	0.00	450,000.00
36 10/01/2021	2,591.25	2,591.25	0.00	450,000.00
37 11/01/2021	452,591.25	2,591.25	450,000.00	0.00
2021 Totals	478,503.75	28,503.75	450,000.00	
Grand Totals	545,876.25	95,876.25	450,000.00	

EXHIBIT E

**CONTRACTS, LEASES, LOAN AGREEMENTS,
VENDOR CONTRACTS, LICENSES AND PERMITS
TO BE ASSUMED BY PURCHASER AT CLOSING**

Commercial Lease Agreement By and Between Warren M. Schmitz, Sr., as original Landlord, and
The Cat Doctor, Inc., as Tenant



BILL OF SALE
(The Cat Doctor, Inc.)

THIS BILL OF SALE is delivered as of the 18th day of October, 2018, from The Cat Doctor, Inc., a Georgia corporation ("Seller") to AMJ Veterinary, P.C., a Georgia professional corporation ("Purchaser") pursuant to that certain Agreement for Sale of Personal Property dated September 28, 2018, between Purchaser and Seller (the "Agreement").

WHEREAS, pursuant to the Agreement, Seller has agreed to sell, transfer, convey, assign and deliver to Purchaser and Purchaser has agreed to purchase from Seller certain Assets of the business known as The Cat Doctor located at 4716 Roswell Road, NE, Atlanta, Georgia 30342 (the "Business") as defined and described within the Agreement and subject to the terms and conditions of the Agreement as of the Effective Time referenced within the Agreement as more particularly described and set forth within the Agreement.

NOW, THEREFORE, for and in consideration of the sum of One Million Seven Hundred Thousand and no/100ths Dollars (\$1,700,000.00), the mutual covenants contained herein and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably sells, transfers, conveys, assigns and delivers to Purchaser, except as referenced in the Agreement to the contrary, free and clear of all security interests, leases, claims, mortgages, title retention contracts, rights of first refusal, charges, liens encumbrances or other interests or rights of any nature whatsoever, all of Seller's right, title and interest in, to and under the Assets of Seller described above, the Business and Assets comprising the Business as described and set forth in the Agreement including and as referenced within Exhibit "A" to the Agreement all of which are, by this reference, incorporated herein and made a part hereof.

This Bill of Sale shall not transfer title in or to the Excluded Assets, if any, referenced within the Agreement.

TO HAVE AND TO HOLD the same unto Purchaser, its successors and assigns, forever.

Seller and Purchaser each warrant, covenant and agree that they will report this transaction for federal income tax purposes in accordance with the allocations set forth within Paragraph 3 (b) of the Agreement and that they will file all income tax returns and statements required by the Internal Revenue Code of 1986, as amended, and the regulations issued thereunder, in accordance with these allocations.

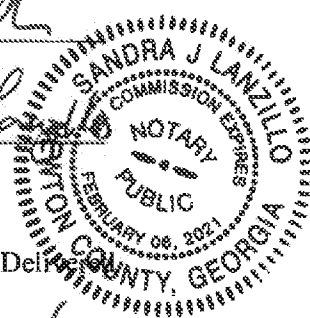
This Bill of Sale shall be governed by and construed in accordance with the laws of the State of Georgia and shall be binding upon each of the parties and their respective successors and assigns and shall inure to the benefit of the Purchaser's successors and assigns.

IN WITNESS WHEREOF, the undersigned have executed this Bill of Sale on the day and year first above written.

Signed, sealed and delivered
in the presence of:

Witness

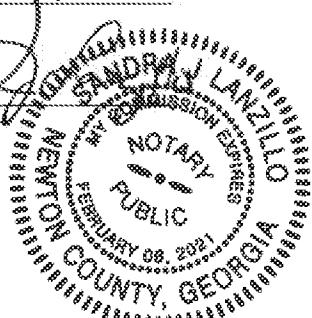
Notary Public



Signed, Sealed and Delivered
In the Presence of:

Witness

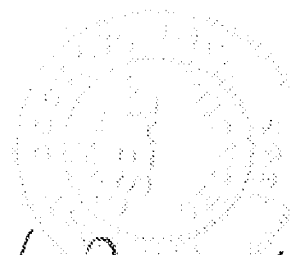
Notary Public



SELLER:

THE CAT DOCTOR, INC.,
a Georgia corporation

By: Drew Weigner, DVM, President
Drew Weigner, DVM, President



PURCHASER:

AMJ VETERINARY, P.C.,
a Georgia corporation

By: Alison Bradbury, DVM, President
Alison Bradbury, DVM, President

**BILL OF SALE
(Personal Goodwill)**

FOR VALUE RECEIVED, the undersigned, **DREW WEIGNER, DVM**, a Georgia resident ("Dr. Wiegner"), acting pursuant to the provisions of that certain Agreement For Sale of Personal Property, dated September 28, 2018 (the "Agreement"), by and between The Cat Doctor, Inc. and Drew Weigner, DVM, collectively as Seller, and AMJ Veterinary, P.C. and Alison Bradbury, collectively as Purchaser, and in furtherance of the conveyance and transfer of Dr. Weigner's personal goodwill described in the Agreement for and in consideration of the separate sum of Four Hundred Fifty Thousand and no/100th Dollars (\$450,000.00) memorialized by the promissory note of even date from AMJ Veterinary, P.C. and Alison Bradbury, DVM jointly and severally as Maker in favor of Dr. Weigner and his assigns, as Holder, hereby sells, transfers, assigns, conveys and sets over unto AMJ Veterinary, P.C., a Georgia professional corporation ("Purchaser"), all right, title and interest of Dr. Weigner in and to his personal goodwill in the veterinary medical practice known as The Cat Doctor located at 4716 Roswell Road, NE, Atlanta, Georgia 30342 and the service mark attached hereto as **Exhibit "A"**, it's registration, and it's associated goodwill.

TO HAVE AND TO HOLD Dr. Weigner's said personal goodwill unto Purchaser, its successors and assigns, forever.

This Bill of Sale is executed and delivered to facilitate the transactions contemplated under the Agreement and in furtherance of Dr. Weigner's conveyance of his personal goodwill to Purchaser.

This instrument shall inure to the benefit of and be binding upon each of the parties and their respective heirs, administrators, executors, personal representatives, successors and assigns, and this instrument shall be governed by and interpreted, construed and enforced in accordance with the laws of the State of Georgia.

IN WITNESS WHEREOF, Dr. Weigner has executed and delivered this Bill of Sale, this 18th day of October, 2018.

Signed, sealed and delivered
in the presence of:

Witness

Notary Public

DR. WEIGNER:

Drew Weigner, DVM

Signed, sealed and delivered
in the presence of:

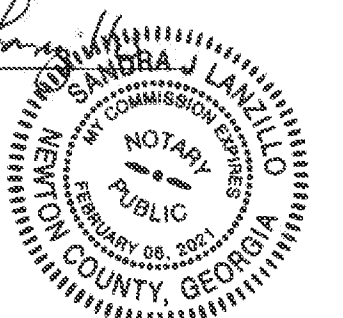
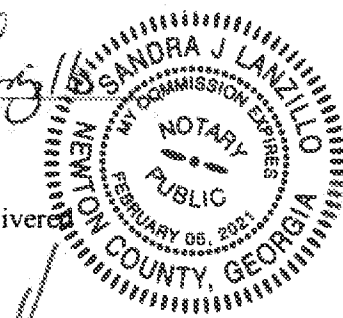
Witness

Notary Public

PURCHASER:

AMJ VETERINARY, P.C.,
A Georgia professional corporation

By: Alison Bradbury, DVM, President
[Affix Corporate Seal]



Int. Cl.: 42

Prior U.S. Cl.: 100

United States Patent and Trademark Office Reg. No. 1,535,926
Registered Apr. 18, 1989

SERVICE MARK ✓
PRINCIPAL REGISTER



WEIGNER, DREW D., D.V.M. (UNITED STATES CITIZEN)
4137 ROSWELL ROAD, N.E.
ATLANTA, GA 30342

✓
FOR: FELINE MEDICINE AND SURGICAL SERVICES, IN CLASS 42 (U.S. CL. 100).
FIRST USE 2-24-1987; IN COMMERCE 2-24-1987.

NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "CAT DOCTOR", APART FROM THE MARK AS SHOWN.

SER. NO. 745,519, FILED 8-12-1988.

LALITHA MANI, EXAMINING ATTORNEY

EXHIBIT A