

AMENDED AND RESTATED ASSET PURCHASE AGREEMENT

THIS AMENDED AND RESTATED ASSET PURCHASE AGREEMENT (this “Agreement”) is made and entered into this ____ day of June, 2016 (the “Effective Date”), by and between Moon Site & Septic, Inc., a Florida corporation (“Buyer”), and The Richard Corporation, a Florida corporation (“Seller”). Each of the Seller and Buyer is a “Party” and collectively they are the “Parties” to this Agreement.

RECITALS

WHEREAS, Seller is engaged in the business of installing, servicing, cleaning, and repairing septic systems in the Ft. Myers, Florida area (the “Business”);

WHEREAS, on May 27, 2016 (the “Petition Date”), Seller commenced a voluntary case for reorganization under Chapter 11 of Title 11 of the United States Code, 11 U.S.C. §§ 101 *et seq.* (the “Bankruptcy Code”), in the United States Bankruptcy Court for the Middle District of Florida, Fort Myers Division (the “Bankruptcy Court”), which was assigned Case No. 9:16-bk-04612-FMD (the “Bankruptcy Case”);

WHEREAS, since the Petition Date, Seller has been in possession of its assets and in control of its business operations as a debtor in possession pursuant to the applicable provisions of the Bankruptcy Code;

WHEREAS, Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, substantially all of the assets, personal and mixed, tangible and intangible, associated with or employed in the operations of the Business and owned by Seller, as set forth specifically in the schedules attached hereto, and Buyer agrees to assume certain of the obligations of Seller under specified contracts from and after the Closing (as defined below) and to assume warranty obligations of the Seller, on the terms and conditions set forth in this Agreement and in accordance with Sections 105, 363 and 365 and other applicable provisions of the Bankruptcy Code (the “Transaction”);

WHEREAS, Bankruptcy Court approval is required to consummate the Transaction;

WHEREAS, the Assets (as defined below) and the Assumed Liabilities (as defined below) include assets and liabilities of Seller which are to be purchased and assumed by Buyer pursuant to an order of the Bankruptcy Court approving the Transaction (the “Sale Order”) pursuant to Sections 105, 363 and 365 of the Bankruptcy Code and applicable Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), which order shall include the authorization for the assumption and/or rejection by Seller of certain executory contracts and the assignment of all assumed executory contracts to Buyer pursuant to Section 365 of the Bankruptcy Code, all in the manner and subject to the terms and conditions set forth in this Agreement and the Sale Order and in accordance with other applicable provisions of the Bankruptcy Code;

WHEREAS, in connection with the Transaction, Buyer and Seller previously entered into that certain Asset Purchase Agreement dated June 3, 2016 (the “Prior Agreement”);

WHEREAS, Buyer and Seller wish to amend certain of the terms of the Prior Agreement to reclassify certain of the Assets;

WHEREAS, this Agreement amends, replaces, and restates the Prior Agreement in its entirety.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, and in reliance upon the representations, warranties, conditions and covenants contained herein and intending to be legally bound hereby, the parties hereby agree as follows:

ARTICLE 1 PURCHASE AND SALE OF ASSETS

Section 1.1 Purchase and Sale of Assets. Subject to the terms and conditions of this Agreement, the Seller shall sell, transfer, convey, assign and deliver to Buyer and Buyer shall purchase, acquire and accept from the Seller, effective as of 12:01 a.m. on the Closing Date (as defined in Section 3.1 below) (the “Effective Time”), all of the right, title and interest of the Seller in and to the following assets, free and clear of all Encumbrances (as defined herein) (collectively, the “Assets”). Without limiting the foregoing, the Assets shall include the following:

(a) all tangible personal property, including all machinery, rolling stock, equipment, furniture, computer hardware, instruments, supplies, materials, vehicles and other items of tangible personal property and all rights in tangible personal property in the possession of others owned by the Seller and used in the operation of the Business, including those items set forth on Schedule 1.1(a) attached hereto;

(b) all inventories, including supplies, work-in-process, spare parts and finished goods, if any;

(c) all prepaid expenses, prepaid insurance, deposits and other similar items to the extent related to the operation of the Business;

(d) all operating data and records of the Seller, including books, records, sales and sales promotional data, advertising materials, customer lists, credit information, cost and pricing information, supplier lists, business plans, reference catalogs, and computer programs and electronic data processing software related to any of the foregoing items, except that minute books and corporate records, tax returns and litigation files of the Seller, along with the other records described in Section 1.2 shall not be included in the Assets;

(e) all engineering and production designs, drawings, plans, blue prints, formulae, source code, technology, trade secrets, technical information, process technology, confidential information, know-how and other similar data of the Seller;

(f) all claims and rights to and under all contracts, licenses, real property leases, equipment leases, instruments, commitments, agreements and other legally binding arrangements of every type and description relating to the Business and to which Seller is a party or by which any of the Assets is bound (the “Contracts”) to be assigned (and not rejected by Seller), as set forth

on Schedule 1.1(f) attached hereto (each an “Assumed Contract” and collectively, the “Assumed Contracts”), but specifically excluding any Contracts that are not listed on Schedule 1.1(f) attached hereto (collectively, the “Excluded Contracts”);

(g) all patents, patent applications, inventions and discoveries that may be patentable, registered and unregistered trademarks listed on Schedule 1.1(g), all fictional business names, trade names, service marks, registered user entries, copyrights in both published works and unpublished works and all right, title and interest of the Seller in any application for any of the foregoing, and all claims and causes of action relating to any of the foregoing, including claims and causes of action for past infringement as set forth on Schedule 1.1(g) (collectively, the “Intellectual Property Assets”);

(h) all the right, title and interest of the Seller in, to and under all websites, domain names, email addresses and similar assets related to the operation of the Business, including, but not limited to all URLs of the Seller listed on Schedule 1.1(h);

(i) all the right, title and interest of the Seller in, to and under all telephone numbers, including all extensions thereto, used in the operation of the Business;

(j) subject to applicable laws and regulations, all transferable licenses, permits, certificates, franchises, approvals and other governmental or regulatory authorizations necessary for or incident to the ownership and operation of the Business; and

(k) all goodwill of the Seller relating to, attributable to or arising from the Assets or the Business.

Section 1.2 Excluded Assets. Notwithstanding anything else contained herein, the following assets are excluded from the Assets being acquired by or transferred to Buyer at the Closing (collectively, the “Excluded Assets”):

(a) restricted and unrestricted cash and cash equivalents, including cash, cash accounts, insurance policies or programs, marketable securities, certificates of deposit, deposits made with respect to the Excluded Contracts or other Excluded Assets, and utility deposits (the “Retained Cash Equivalents”);

(b) all accounts receivable and notes receivable of Seller;

(c) all inventory not owned by Seller or that is disposed of or exhausted prior to the Effective Time in the ordinary course of business;

(d) all items of personal property not owned by Seller or that are transferred or disposed of prior to the Effective Time in the ordinary course of business;

(e) all assets, rights and funds in connection with any “employee benefit plans,” as defined in § 3(3) of ERISA, all benefit plans as defined in § 6039D of the Code and the rules and regulations promulgated thereunder, and all other stock purchase, stock option, equity-based, retention bonus, bonus, incentive compensation, deferred compensation, profit sharing, severance, change in control, supplemental unemployment, layoff, salary continuation,

retirement, pension, health, life insurance, disability, group insurance, vacation, holiday, sick leave, fringe benefit, welfare and other employee benefit plans (whether oral or written, qualified or non-qualified) and employment agreements, programs, policies or other arrangements and any trust, escrow or other funding arrangement related thereto (“Benefit Plans”);

(f) all rights (i) under any insurance policies of the Seller, and any right to refunds due and/or cash surrender values with respect to such insurance policies, and (ii) under or pursuant to all warranties (express or implied), representations and guarantees made or provided by third parties relating to any Excluded Assets;

(g) Seller's corporate record books, minute books and tax records, and any other records which Seller is required to retain by Law (copies of which shall be given to Buyer), but only to the extent that such books and records cannot be transferred to Buyer if Buyer agrees to grant Seller access to such books and records and to maintain them for the period required by Law. For purposes of this Agreement, “Law” means any statute, rule, regulation, code, ordinance, resolution, Order, writ, injunction, judgment, decree, ruling, promulgation, policy, treaty directive, interpretation, or guideline adopted or issued by any Governmental Authority, and “Governmental Authority” means the government of the United States and any government of a state or other political subdivision thereof, any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, including any government authority, agency, department, board, commission or instrumentality of the United States, any state of the United States or any political subdivision thereof, any tribunal or arbitrator(s) of competent jurisdiction and any self regulatory organization;

(h) any right, title or interest of the Seller in any Federal, state, local or foreign Tax refunds (and any income with respect thereto), Tax benefits, or other governmental charges. For purposes of this Agreement, “Tax” means (i) any and all federal, state, local, foreign and other net income, gross income, gross receipts, sales, use, ad valorem, unclaimed property, transfer, franchise, profits, license, lease, rent, service, service use, withholding, payroll, employment, excise, severance, privilege, stamp, occupation, premium, property, windfall profits, alternative minimum, estimated, customs, duties or other tax, fee, assessment or charge of any kind whatsoever, together with any interest and any penalties, additions to tax or additional amounts with respect thereto, (ii) any liability for payment of amounts described in clause (i) as a result of transferee liability or otherwise through operation of law, and (iii) any liability for the payment of amounts described in clauses (i) or (ii) as a result of any tax sharing, tax indemnity or tax allocation agreement or any other express or implied agreement to indemnify any other Person, and “Person” means any individual, sole proprietorship, partnership, joint venture, trust, unincorporated association, corporation, limited liability company, entity or government (whether federal, state, county, city or otherwise, including, without limitation, any instrumentality, division, agency or department thereof);

(i) any and all of Seller's claims, demands, rights, defenses, counterclaims, suits or actions and all other claims of any value whatsoever of Seller, whether known or unknown, in law, equity or otherwise, against any third party and the proceeds or benefits thereof (“Causes of Action”) (other than Causes of Action (i) with respect to or arising out of any Assumed Contract; and (ii) arising with respect to property, plant or equipment included in the Assets,

whether as a result of a warranty or otherwise (collectively, the “Assigned Causes of Action”), any and all actions which a trustee, debtor in possession or other appropriate party in interest may assert on behalf of Seller or the bankruptcy estate of Seller under Chapter 5 of the Bankruptcy Code, including actions under one or more provisions of §§ 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, and 553 of the Bankruptcy Code (“Avoidance Actions”) and Seller’s claims or causes of action for professional negligence and director and officer liability;

- (j) any rights under this Agreement or any other document entered into with Buyer;
- (k) the Excluded Contracts;
- (l) any contract or permit not assignable by its terms; and
- (m) any other item set forth on Schedule 1.2 attached hereto and made a part hereof.

Section 1.3 Assumption of Liabilities.

(a) Except as set forth on Schedule 1.3 attached hereto and made a part hereof, or otherwise set forth in this Agreement, Buyer will not assume any debts, liabilities, obligations, expenses, taxes, contracts or commitments of the Seller of any kind, character or description, whether accrued, absolute, contingent or otherwise, no matter whether arising before or after the Closing, and whether or not reflected or reserved against in the financial statements, books of accounts or records of the Seller. With the exception of those items as specifically set forth on Schedule 1.3 attached hereto, Seller will retain all liabilities directly or indirectly arising out of or related to the ownership and operation of the Assets and the Business before or on the date of the Closing, and directly or indirectly arising out of or related to the ownership and operation of the Excluded Assets before, on or after the Closing. The liabilities and obligations set forth in this Section and on Schedule 1.3 are herein referred to as the “Assumed Liabilities.”

(b) Buyer agrees to assume any and all existing warranty obligations given by the Seller to its customers before the Closing and to honor such warranties following the Closing, without recourse or indemnity to the Seller. Such warranty obligations shall be Assumed Liabilities.

Section 1.4 Assignment of Contracts. Anything in this Agreement to the contrary notwithstanding, this Agreement shall not constitute an agreement to assign, and the Assets shall not include, any claim, contract, instrument, agreement, license, lease, commitment, sales order, purchase order or any claim or right, or any benefit arising thereunder or resulting therefrom, if an attempted assignment thereof, without the consent of a third party thereto, would constitute a breach thereof or in any way affect the rights of Buyer or Seller thereunder. The Seller will use its good faith efforts to obtain the consent of any and all third parties to the assignment of any such Assumed Contract or agreement prior to the Closing. If such consent is not obtained, or if an attempted assignment thereof would be ineffective or would affect such rights, the Seller will cooperate with Buyer (but shall not be obligated to incur any expenses in such efforts) in any arrangement designed to provide for Buyer the benefits under any such claims, contracts, instruments, agreements, licenses, leases, commitments, sales orders or purchase orders, including, without limitation, enforcement for the benefit of Buyer of any and all rights of Buyer or the Seller against a third party thereto arising out of a breach or cancellation by such third party or otherwise; and any transfer or assignment to Buyer of any property or property rights or any contract or

agreement which shall require the consent or approval of any third party shall be made subject to such consent or approval being obtained.

ARTICLE 2 CONSIDERATION

Section 2.1 Purchase Price.

(a) In consideration of and in full payment for the purchase of the Business and the Assets and subject to the provisions of this Agreement, Buyer shall pay to Seller the sum of Forty Thousand and 00/100 Dollars (\$40,000.00) (the "Purchase Price").

(b) Buyer shall pay a deposit of Ten Thousand and 00/100 Dollars (\$10,000.00) (the "Buyer Deposit") to Stichter, Riedel, Blain & Postler, P.A. (the "Escrow Agent") upon the full execution of this Agreement. If the transaction contemplated hereunder is consummated in accordance with the terms hereof, the Buyer Deposit shall be credited to the Purchase Price. If Buyer is not the Successful Bidder, as defined herein, the Buyer Deposit, without interest, shall be repaid or returned to Buyer immediately upon Closing of a transaction approved at the Sale Hearing, as defined herein.

(c) At the Closing, Buyer shall pay to the Escrow Agent, by wire transfer of good and immediately available funds, the Purchase Price plus the Closing Costs (as defined herein) less the Buyer Deposit.

ARTICLE 3 CLOSING; OBLIGATIONS OF THE PARTIES

Section 3.1 Closing. The closing (the "Closing") will take place remotely via the exchange of documents and signatures, at such place and time as may be mutually agreed upon by the parties no later than two (2) business days after all conditions set forth in Article 8 are satisfied, or at such other time and place as the parties mutually agree upon, orally or in writing (the "Closing Date").

Section 3.2 Obligations of the Parties at the Closing.

(a) At the Closing, Buyer shall deliver to Escrow Agent (or the Seller's agent or such other parties as may be designated in writing by the Seller):

(i) after taking into account the Buyer Deposit on hand with the Escrow Agent, an amount in immediately available funds equal to Purchase Price plus the Closing Costs (collectively, the "Cash Payment");

(ii) executed counterparts to such bills of sale, assignments, and other good and sufficient instruments of conveyance and transfer, in form and substance reasonably satisfactory to Buyer, as shall be effective to vest in Buyer all of the title to and interest of the Seller in the Assets (collectively, the "Transaction Documents");

(iii) copies of resolutions duly adopted by the board of directors of Buyer authorizing and approving Buyer's performance of the transactions contemplated hereby and the execution and delivery of this Agreement and the documents described herein, certified as true and in full force as of Closing by an appropriate officer of Buyer;

(iv) certificates of existence and good standing for Buyer, certified by the Secretary of State of Florida, dated within ten (10) business days of Closing; and

(v) such other certificates and documents as the Seller or its counsel may reasonably request.

(b) At the Closing, the Seller will deliver to Buyer:

(i) the Sale Order, which shall be a Final Order, as defined herein, and shall release all Encumbrances, except as set forth in the Sale Order, encumbering any of the Assets;

(ii) the Transaction Documents; and

(iii) such other certificates and documents as Buyer or its counsel may reasonably request.

For purposes of this Agreement, "Final Order" means an order, judgment, ruling or other decree (or any revision, modification or amendment thereto) issued and entered by the Bankruptcy Court or by any state or other federal court as may have jurisdiction over any proceeding in connection with the Bankruptcy Case for the purpose of such proceeding, which order, judgment, ruling or other decree has not been reversed, vacated, stayed, modified or amended and as to which (i) no appeal, petition for review, re-argument, rehearing, reconsideration or certiorari has been taken and is pending and the time for the filing of any such appeal, petition for review, reargument, rehearing, reconsideration or certiorari has expired, or (ii) such appeal or petition has been heard and dismissed or resolved and the time to further appeal or petition has expired with no further appeal or petition pending.

Section 3.3 As Is. IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT BUYER IS PURCHASING THE ASSETS "AS IS" AND "WHERE IS," "WITHOUT RECOURSE," AND WITH ALL FAULTS AND DEFECTS, LATENT OR OTHERWISE, AND THAT SELLER IS MAKING NO REPRESENTATIONS OR WARRANTIES, EITHER EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, WITH RESPECT TO THE QUALITY, PHYSICAL CONDITION, EXISTENCE, LOCATION, OR VALUE OF THE ASSETS, OR THE INCOME OR EXPENSES FROM OR OF THE BUSINESS OR THE OPERATIONS OR RESULTS OF OPERATIONS OR ECONOMIC FORECASTS OR PROJECTIONS CONCERNING EARNINGS OR PROFITS, THE USE RESTRICTIONS AFFECTING THE ASSETS, THE ENFORCEABILITY OF ANY CONTRACT OR OTHER AGREEMENT OR RIGHT ASSIGNED HEREUNDER, OR THE COMPLIANCE OF THE ASSETS OR ANY PART THEREOF WITH ANY LAWS, STATUTES, RULES, ORDINANCES, DECREES OR ORDERS APPLICABLE THERETO. WITHOUT LIMITING THE FOREGOING, IT IS UNDERSTOOD AND AGREED THAT SELLER MAKES NO WARRANTY OF HABITABILITY, SUITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY PURPOSE.

Buyer acknowledges that Buyer is purchasing the Assets based solely upon Buyer's own independent investigations and findings and not in reliance upon any information provided by Seller or Seller's agents or representatives. Seller shall not be liable or bound in any manner by any verbal or written statements, representations or information pertaining to the Assets, furnished by any agent, employee, or other person representing or purporting to represent Seller. The provisions of this Section shall survive the Closing or earlier termination of this Agreement.

Section 3.4. Delivery of Assets. At the Closing:

(a) Seller shall deliver or cause to be delivered to Buyer duly executed instruments of transfer and assignment in form and substance satisfactory to Buyer and its attorneys, sufficient to vest in Buyer good title to, and all the right, title and interest of Seller in and to, the Assets, free and clear of all liens, pledges, charges, security interests, claims, options, imperfections of title, tenancies, or other rights, interests or encumbrances of any kind or nature (collectively, "Encumbrances," and each, an "Encumbrance"), except for the Assumed Liabilities.

(b) Seller and Buyer shall execute and deliver, or cause to be executed and delivered, such other certificates, documents and instruments as are set forth in Article 3 hereof.

ARTICLE 4
REPRESENTATIONS AND WARRANTIES OF SELLER

As of the date hereof and as of the Closing Date, Seller represents and warrants to Buyer the following:

Section 4.1 Corporate Capacity. Seller is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida. Subject to the entry of the Sale Order, Seller has the requisite power and authority to enter into this Agreement and the Transaction Documents, and perform its obligations thereunder.

Section 4.2 Corporate Powers. Subject to the entry of the Sale Order, Seller's execution, delivery and performance of this Agreement and all other agreements referenced herein or ancillary hereto to which it is a party, and Seller's consummation of the transactions contemplated hereby or thereby are within its corporate powers and are not in contravention of the terms of its articles of incorporation and bylaws, and have been approved by all requisite corporate action.

Section 4.3 Title to Assets. The Seller has good, marketable and indefeasible title to all of the Assets. Upon the sale, assignment, transfer and delivery of the Assets to the Buyer under this Agreement and the related sale documents, there will be vested in the Buyer good, marketable and indefeasible title to the Assets, free and clear of all Encumbrances except as set forth in the Sale Order.

Section 4.4 Binding Agreement. Subject to the entry of the Sale Order, this Agreement has been and, on the Closing Date, all of the agreements and documents to which Seller shall be a party in connection with this Agreement shall have been, duly executed and delivered by Seller,

and shall be the valid and legally binding obligation of Seller, enforceable in accordance with their respective terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium and similar Laws affecting creditors' rights and remedies generally and subject to general principles of equity (regardless of whether enforcement is sought in a proceeding at Law or in equity).

Section 4.5 Legal Proceedings. Except as disclosed in the Seller's Bankruptcy Schedules or otherwise known to the Buyer, there is no arbitration, audit, hearing, investigation, litigation suit or other similar action by or before a Governmental Authority (each a "Proceeding") or any judgment, order, writ, injunction, decree, determination, or award of any Governmental Authority (each an "Order") pending or, to the knowledge of Seller, threatened against or affecting Seller or any of its properties or rights. Seller expressly represents and warrants that, to its knowledge, there are no Proceedings or Orders currently pending that challenge or may otherwise have the effect of preventing, delaying, making illegal or otherwise interfering with or increasing the costs of any of the transactions contemplated by this Agreement. To the knowledge of Seller, no event has occurred or circumstance exists that may give rise to a basis for such a Proceeding or Order.

Section 4.6 Brokers and Finders. Neither Seller nor any Affiliate thereof nor any employee, officer or director thereof has engaged any finder or broker in connection with the transactions contemplated hereby. For purposes of this Agreement, "Affiliate" means, with respect to any Person, (a) any other Person which, directly or indirectly, is in control of, is controlled by, or is under common control with such Person, (b) any other Person that, directly or indirectly, owns or controls, whether beneficially, or as trustee, guardian or other fiduciary, twenty-five percent (25%) or more of the equity interests having ordinary voting power in the election of directors of such Person, or (c) any other Person who is a director, officer, joint venture or partner (i) of such Person, (ii) of any subsidiary of such Person, or (iii) of any Person described in clause (a) above. For the purposes of this definition, control of a Person shall mean the power (direct or indirect) to direct or cause the direction of the management and policies of such Person whether by contract or otherwise.

ARTICLE 5 REPRESENTATIONS AND WARRANTIES BY BUYER

As of the date hereof and as of the Closing Date, Buyer represents and warrants to Seller the following:

Section 5.1 Corporate Capacity. Buyer is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida. Buyer has the requisite power and authority to enter into this Agreement and the Transaction Documents, perform its obligations hereunder and to conduct its businesses as now being conducted.

Section 5.2 Corporate Powers; Consents; Absence of Conflicts With Other Agreements. Buyer's execution, delivery and performance of this Agreement and all other agreements referenced in or ancillary hereto to which Buyer is a party, and Buyer's consummation of the transactions contemplated hereby or thereby:

(a) are within Buyer's corporate powers and are not in contravention of the terms of Buyer's articles of incorporation or bylaws and have been approved by all requisite corporate action;

(b) has been or will be approved by or consented to by any Governmental Authority which is required by Law or the regulations of any Governmental Authority;

(c) shall not violate any Law to which Buyer may be subject;

(d) shall not violate any order of any court or Governmental Authority to which Buyer may be subject;

(e) shall not render Buyer insolvent or otherwise unable to pay its debts as they become due; and

(f) are not subject to any financing contingencies.

Section 5.3 Binding Agreement. Subject to the entry of the Sale Order, this Agreement has been and, at the Effective Time, all of the agreements and documents to which Buyer is a party in connection with this Agreement shall have been duly executed and delivered by Buyer, and shall be the valid and legally binding obligation of Buyer, enforceable in accordance with their respective terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium and similar Laws affecting creditors' rights and remedies generally and subject to general principles of equity (regardless of whether enforcement is sought in a proceeding at Law or in equity).

Section 5.4 Legal Proceedings. There is no Proceeding or Order pending or, to the knowledge of Buyer, threatened against or affecting Buyer or any of its properties or rights that challenges or may otherwise have the effect of preventing, delaying, making illegal or otherwise interfering with any of the transactions contemplated by this Agreement. To the knowledge of Buyer, no event has occurred or circumstance exists that may give rise to a basis for such a Proceeding or Order.

Section 5.5 Brokers and Finders. Neither Buyer nor any Affiliate thereof nor any employee, officer or director thereof has engaged any finder or broker in connection with the transactions contemplated hereby.

ARTICLE 6 COVENANTS AND AGREEMENTS OF THE SELLER

Section 6.1 Bankruptcy Court Approval.

(a) Following the execution and delivery of this Agreement, Seller shall file a motion (the "Sale Motion") with the Bankruptcy Court, in form and substance reasonably satisfactory to Buyer, seeking the entry of an order approving the sale of the Assets to Buyer and the Transaction pursuant to the terms and conditions of this Agreement, subject to higher and better bids, and approving certain bid procedures and bid protections, as set forth in Section 6.1(b) hereof, in connection with the sale of the Assets (the "Sale Procedure Order").

(b) The Sale Procedure Order shall prescribe the procedures that shall govern an auction sale of the Assets (the “Auction”), including but not limited to (i) approving this Agreement as an approved stalking horse bid; (ii) establishing the date of the Auction (the “Auction Date”) and the location of the Auction; (iii) a requirement that in order to be qualified to bid on the Assets at the Auction, prospective bidders must deposit the cash amount of \$10,000.00 with Escrow Agent as an earnest money deposit (the “Bidder’s Deposit”) and submit a signed asset purchase agreement in substantially the same form as this Agreement (black-lined to show the changes against this Agreement), in each case by no later than 5:00 p.m. (Eastern Standard Time) on the Business Day immediately preceding the Auction Date (the “Bid Deadline”); (iv) the nature of the financial information that prospective bidders must submit to establish their financial capacity to consummate a successful bid for the Assets (in at least the amount of the Initial Upset Bid, as defined herein), which shall be delivered by no later than the Bid Deadline; (v) the nature of the notice of the Auction and the Sale Motion that must be disseminated to creditors of the Seller, parties in interest in the Bankruptcy Case, and potential interested prospective bidders; (vi) the minimum upset bid required to start the auction sale which in any event shall be no less than \$10,000.00 above the Purchase Price (the “Initial Upset Bid”); (vii) in the event Buyer is not the successful bidder at the Auction (such successful bidder, the “Successful Bidder”), the reimbursement and payment by the Successful Bidder to Buyer for its reasonable expenses incurred for due diligence, contract negotiation and contract preparation, which amount shall be an amount up to \$10,000.00 (the “Expense Reimbursement”); (viii) following an Initial Upset Bid, the incremental amount by which each bid must exceed the prior bid, which amount shall be \$10,000.00 (the “Overbid Amount”); (ix) setting the date for the hearing to be held by the Bankruptcy Court on the Sale Motion (the “Sale Hearing”); (x) setting the deadline for the filing with the Bankruptcy Court of objections to the Sale Motion, which shall be two (2) business days prior to the Auction; and (xi) such other procedures as requested by the Seller and approved by the Bankruptcy Court as reasonable under the circumstances of the Bankruptcy Case.

Section 6.2 Access; Further Assurances. From and after the Effective Date of this Agreement, Buyer and its representatives and agents will have the right to access the premises of the Seller during regular business hours to review, inspect and copy any and all books, records, documents or other information concerning the Assets or the operation of the Business as Buyer or its representatives or agents may reasonably request and subject to the execution of a confidentiality agreement if requested by the Seller. At any time and from time to time after the Closing, at Buyer’s request and without further consideration, the Seller will execute and deliver such other instruments of sale, transfer, conveyance, assignment, and delivery and confirmation and take such action as Buyer may reasonably deem necessary or desirable in order more effectively to transfer, convey and assign to Buyer and to place Buyer in possession and control of, and to confirm Buyer’s title to, the Assets, and to assist Buyer in exercising all rights and enjoying all benefits with respect thereto.

Section 6.3 Confidentiality Covenant. Following the Closing Date, Seller will not, directly or indirectly, use for any purpose or disclose to any third party, any trade secret, supplier or patient list, financial data, price list, pricing or marketing policy or plan, financial information, prices, costs, treatment methods, strategic planning information, processes, plans, methods of doing business or any other proprietary or confidential information that is the property of Buyer (or of any of its Affiliates). This restriction will not apply to any information that (i) is or becomes generally available to and known by the public (other than as a result of unpermitted disclosure

directly or indirectly by Seller or Seller's Affiliates, advisors or representatives); (ii) is or becomes available to Seller on a non-confidential basis from a source other than Buyer or its Affiliates, advisors or representatives, provided that, at the time of disclosure to Seller, such source was not bound by a confidentiality agreement with or other obligation of secrecy to Buyer or any of its Affiliates; or (iii) has already been or is hereafter independently acquired or developed by Seller without violating any confidentiality agreement with or other obligation of secrecy to Buyer.

ARTICLE 7 COVENANTS AND AGREEMENTS OF BUYER

Section 7.1 Taxes. Buyer will be responsible for, and hereby agrees to assume and pay, all sales and use or similar taxes that may be due to any jurisdiction or governmental body as a result of the sale and transfer of the Assets. Seller shall be responsible for its own income or capital gains taxes as a result of this Agreement and the transactions related thereto.

Section 7.2 Confidentiality. Buyer shall, and shall use its reasonable best efforts to cause its employees, representatives and agents to, hold in confidence, as if it were confidential information of Buyer, all information of any kind concerning Seller or the Business, obtained directly or indirectly from Seller or its Affiliates in connection with the transactions contemplated by this Agreement except information (a) ascertainable or obtained from public or published information, (b) received from a third party not known by Buyer to be under an obligation to Seller to keep such information confidential, (c) which is or becomes known to the public (other than through a breach of this Agreement), or (d) which was in Buyer's possession prior to disclosure thereof to Buyer in connection herewith (the "Confidential Information"), unless compelled to disclose such information by judicial or administrative process or, in the opinion of counsel, by other legal requirements, and Buyer shall not disclose Confidential Information to any Person, except as otherwise may be reasonably necessary to carry out the transactions contemplated by this Agreement, including any business or the diligence review by or on behalf of Buyer. If this Agreement is terminated, then upon Seller's written request, Buyer shall within twenty (20) days return or cause to be returned to Seller all documents and all copies thereof furnished by Seller and held by Buyer, its representatives or agents containing such Confidential Information. Buyer recognizes that any breach of this Section would result in irreparable harm to Seller and that therefore Seller shall be entitled to an injunction to prohibit any such breach or anticipated breach, without the necessity of posting a bond, cash or otherwise, in addition to all of their other legal and equitable remedies.

Section 7.3 Employment. As of the Effective Time, the Seller shall terminate all of its employees and the Buyer shall offer employment effective as of the Effective Time to such employees of the Seller who are specifically identified on Schedule 7.3 attached hereto on terms and conditions determined by the Buyer in its sole and absolute discretion. Notwithstanding any other term of this Agreement to the contrary, the Buyer shall deliver to the Seller a completed Schedule 7.3 at least five (5) days prior to the Closing. Such employees who accept the Buyer's offer of employment shall be referred to herein as the "Transferred Employees". To facilitate the Buyer's obligations under this Section 7.3, upon request, the Seller shall provide the Buyer, within a reasonable period prior to the Closing, a true and correct list of all of its employees, including with respect to any inactive employee, the reason for such inactive status and, if applicable, the

anticipated date of return to active employment. With respect to the Transferred Employees, after the Effective Time, the Buyer shall be responsible for all liabilities, obligations and commitments of the Buyer and its Affiliates relating to all wages, salaries, bonuses, vacation, sick leave and other forms of compensation and related expenses, workers' compensation claims, and employee benefit liabilities under any and all plans, programs and arrangements maintained or contributed to by the Buyer and its Affiliates for the benefit of the Transferred Employees, if and to the extent incurred or accrued after the Effective Time. The Seller shall have no responsibility whatsoever for any liabilities or obligations that relate in any way to such Transferred Employees' employment with the Buyer or any subsequent termination of employment of any Transferred Employee by the Buyer. Buyer shall have responsibility for all liabilities or obligations that relate in any way to such Transferred Employees' employment with the Seller prior to the Effective Time, including any liabilities or obligations related to the termination of employment of such Transferred Employees by the Seller.

ARTICLE 8 CONDITIONS TO CLOSING

Section 8.1 Conditions to Buyer's Obligations. All obligations of Buyer hereunder are subject to the fulfillment or waiver, prior to or at the Closing, of each of the following conditions:

(a) Representations and Warranties. The representations and warranties made by the Seller in this Agreement and the statements contained on the Schedules attached hereto or in any instrument, list, certificate or writing delivered by the Seller pursuant to this Agreement shall be true when made and at and as of the time of the Closing as though such representations and warranties were made at and as of the Closing.

(b) Sale Procedure Order. Entry by the Bankruptcy Court of the Sale Procedure Order expressly approving and authorizing bid procedures and including a provision that if Buyer is not the Successful Bidder at the Auction sale, then (i) the Seller shall pay to Buyer upon Bankruptcy Court approval of a bid of another entity as shall be determined by the Bankruptcy Court to be "a higher and better bid" than that of Buyer (the "Higher Auction Transaction") and the closing of the Higher Auction Transaction, the Buyer Deposit, and (ii) the Successful Bidder shall pay to Buyer upon Bankruptcy Court approval of the Higher Auction Transaction and the closing of the Higher Auction Transaction, the Expense Reimbursement. Payment of the Expense Reimbursement and the Buyer Deposit shall be the sole remedy of Buyer for the failure of Seller to complete the sale of the Assets to Buyer as a result of a Higher Auction Transaction.

(c) Sale Order. Entry by the Bankruptcy Court of the Sale Order consistent with this Agreement, expressly making Section 363(m) of the Bankruptcy Code applicable to this Agreement, and otherwise in procedure, form and substance reasonably satisfactory to Buyer, and the Sale Order shall be a Final Order.

(d) Performance by the Seller. The Seller shall have performed and complied in all material respects with all covenants, agreements, obligations and conditions required by this Agreement, and any exhibits thereto, including, but not limited to, the execution and delivery of the documents listed in Section 3.2(a)(ii) to the satisfaction of Buyer.

Section 8.2 Conditions to Seller's Obligations. All obligations of the Seller under this Agreement are subject to the fulfillment or waiver, prior to or at the Closing, of each of the following conditions:

(a) Representations and Warranties. The representations and warranties made by Buyer in this Agreement and the statements contained in any instrument, list, certificate or writing delivered by the Buyer pursuant to this Agreement shall be true when made and at and as of the time of the Closing as though such representations and warranties were made at and as of the Closing.

(b) Purchase Price. Buyer shall have delivered the Cash Payment to the Escrow Agent or other parties as directed by Seller.

(c) Performance. Buyer shall have performed and complied with all agreements, obligations and conditions required by this Agreement and any exhibits thereto, to be so complied with or performed including payment and delivery of the Purchase Price and the execution and delivery of the documents listed in Section 3.2(a)(ii) to the satisfaction of Seller.

(d) Litigation. On the date of the Closing, there shall be no lawsuits pending against Buyer seeking to enjoin, prohibit, restrain or otherwise prevent the transactions contemplated hereby.

ARTICLE 9 SURVIVAL OF REPRESENTATIONS, WARRANTIES AND AGREEMENTS; EXPENSES

Section 9.1 Survival. All representations and warranties of Seller and Buyer contained in this Agreement and the Transaction Documents shall survive until and expire at the Closing.

Section 9.2 Expenses.

(a) Whether or not the transactions contemplated by this Agreement are consummated, each party hereto shall pay all of such party's own fees and expenses incident to the negotiation, preparation and execution of this Agreement, including the fees and expenses of such party's own legal counsel, accountants and other advisors.

(b) Buyer shall be responsible for all costs and expenses due to any third parties and associated with the Closing (the "Closing Costs"), including, without limitation: (i) to the extent applicable, any and all sales or other transfer, stamp or similar taxes incurred in connection with the sale, transfer and assignment of the Assets and from Seller to Buyer, (ii) any financing related expenses, and (iii) any other costs and fees incurred in connection with the sale, transfer and assignment of the Assets and from Seller to Buyer hereunder at Closing or otherwise.

ARTICLE 10 TERMINATION

Notwithstanding anything to the contrary contained in this Agreement, this Agreement may be terminated at any time: (a) on or prior to the Closing Date by mutual written consent of Buyer and Seller; (b) by Buyer if any of the conditions specified in Article 8.1 of this Agreement to the Buyer's obligation to close has not been satisfied and shall not have been waived by Buyer prior to or at the Closing; (c) by Seller if any of the conditions specified in Article 8.2 of this Agreement to the Seller's obligations to close has not been satisfied and shall not have been waived by Seller prior to or at the Closing; or (d) by Seller, if Seller accepts and the Bankruptcy Court approves a Higher Auction Transaction. Further, the Buyer Deposit shall only be repayable or refundable to Buyer if (i) a Higher Auction Transaction closes pursuant to Section 8.1(b) of this Agreement; or (ii) even if a Higher Auction Transaction does not close, if the Agreement is terminated pursuant to (a) or (b) above.

ARTICLE 11 MISCELLANEOUS

Section 11.1 Assignability; Parties in Interest.

(a) Subject to the terms of this section, Buyer may assign any or all of its rights under this Agreement to any direct or indirect subsidiary of Buyer. Buyer shall first advise the Seller in writing of any such assignment and shall designate such party as the assignee and transferee of the Assets purchased under this Agreement. Any such assignee shall have ability to perform all of Buyer's duties and obligations under this Agreement and shall assume all of Buyer's duties, obligations and undertakings hereunder. Notwithstanding any such assignment, Buyer also shall remain liable hereunder for all of Buyer's duties and obligations under this Agreement.

(b) Seller may not assign, transfer or otherwise dispose of any of its respective rights hereunder without the prior written consent of Buyer.

(c) All the terms and provisions of this Agreement shall be binding upon, shall inure to the benefit of and shall be enforceable by the respective successors and permitted assigns, provided that the rights and obligations under all licenses of trademarks being assigned hereunder shall under no circumstances be assignable.

Section 11.2 Allocation of Purchase Price. Buyer and Seller agree that the Purchase Price shall be allocated among the Assets in accordance with Section 1060 of the Internal Revenue Code and the Treasury Regulations thereunder. Such allocation of the Purchase Price shall be binding upon Buyer and Seller, and Buyer and Seller shall report the transactions contemplated hereby on all tax returns, including, but not limited to Form 8594. If it becomes necessary or appropriate to amend the allocation and any tax returns which incorporate such allocation, Buyer and Seller shall cooperate with each other in good faith to agree on an amendment to such allocation and shall file any necessary amendments to tax returns to reflect such amendment. If, contrary to the intent of the parties hereto as expressed in this Section 11.2, any taxing authority makes or proposes an allocation different from the allocation determined under this Section 11.2, Buyer and Seller shall cooperate with each other in good faith to contest such taxing authority's allocation (or proposed allocation); provided, however, that, after consultation with the party (or parties) adversely affected by such allocation (or proposed allocation), the party (or parties) hereto may file such protective claims to tax returns as may be reasonably required to protect its (or their) interests.

Section 11.3 Knowledge. An individual will be deemed to have “knowledge” of a particular fact or other matter if: (i) such individual is actually aware of such fact or other matter; or (ii) a prudent individual could reasonably be expected to discover or otherwise become aware of such fact or other matter in the course of conducting a reasonably comprehensive investigation concerning the existence of such fact or other matter. A person (other than an individual) will be deemed to have “knowledge” of a particular fact or other matter if any individual who is serving, or who has within the last eight months served, as a director, officer or trustee of such person (or in any similar capacity) has, or at any time had knowledge of such fact or other matter.

Section 11.4 Entire Agreement; Amendments. This Agreement, including the Schedules, lists and other documents and writings referred to herein or delivered pursuant hereto, which form a part hereof, contain the entire understanding of the parties with respect to its subject matter. There are no restrictions, agreements, promises, warranties, covenants or undertakings other than those expressly set forth herein or therein. This Agreement supersedes all prior agreements and understandings between the parties with respect to its subject matter. This Agreement may be amended only by a written instrument duly executed by all parties or their respective successors or permitted assigns. Any condition to a party’s obligations hereunder may be waived but only by a written instrument signed by the party entitled to the benefits thereof. The failure or delay of any party at any time or times to require performance of any provision or to exercise its rights with respect to any provision hereof, shall in no manner operate as a waiver of or affect such party’s right at a later time to enforce the same.

Section 11.5 Headings. The section and paragraph headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretations of this Agreement.

Section 11.6 References. References to a section or subsection when used without further attribution shall refer to the particular section or subsection of this Agreement.

Section 11.7 Severability. The invalidity of any term or terms of this Agreement shall not affect any other term of this Agreement, which shall remain in full force and effect.

Section 11.8 Notices. All notices, requests, claims, demands and other communications hereunder shall be in writing and shall be deemed effectively given when personally delivered, when received by telegraphic or other electronic means (including electronic mail, facsimile and telex) or when delivered by overnight courier, or five days after being deposited in the United States mail, with postage prepaid thereon, certified or registered mail, return receipt requested to the following address:

If to Seller: The Richard Corporation
 Attn: Richard J. Katz
 1517 SE 20th Court
 Cape Coral, Florida 33990
 Email:
 Facsimile No.:

With Copy to Counsel:

Edward J. Peterson III, Esq.
Stichter, Riedel, Blain & Postler, P.A.
110 East Madison Street, Suite 200
Tampa, Florida 33602
Email: epeterson@srbp.com
Facsimile No.: 813/229-1811

If to Escrow

Agent: Edward J. Peterson III, Esq.
Stichter, Riedel, Blain & Postler, P.A.
110 East Madison Street, Suite 200
Tampa, Florida 33602
Email: epeterson@srbp.com
Facsimile No.: 813/229-1811

If to Buyer: Moon Site & Septic, Inc.
Attn: Richard J. Katz
1517 SE 20th Court
Cape Coral, Florida 33990
Email:
Facsimile No.:

With Copy to Counsel:

Paul A. Giordano, Esq.
Roetzel & Andress
2320 First Street, Suite 1000
Ft. Myers, FL 33901
Email: pgiordano@ralaw.com
Facsimile No.: 239/337-0970

or to such other address as any party may have furnished to the others in writing in accordance herewith, except that notices of change of address shall only be effective upon receipt.

Section 11.9 Governing Law. This Agreement, and any dispute, controversy or claim arising out of or relating to this Agreement or a breach thereof, shall be governed by and construed and enforced in accordance with the laws of the State of Florida without regard to its conflict of laws rules or principles that might refer the governance or the construction of this Agreement to the law of another jurisdiction. The prevailing party in any dispute arising out of this Agreement shall be entitled to its reasonable attorneys' fees and costs from the other party in addition to any other relief granted.

Section 11.10 Waiver of Jury Trial. EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES TO THE FULLEST EXTENT PERMITTED BY LAW. ANY

AND ALL RIGHTS TO TRIAL BY JURY IN CONNECTION WITH ANY PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

Section 11.11 Counterparts. This Agreement may be executed simultaneously in one or more counterparts, with the same effect as if the signatories executing the several counterparts had executed one counterpart, provided, however, that the several executed counterparts shall together have been signed by all parties to be bound hereby. This Agreement shall be binding upon each signatory hereto when one or more counterparts, as provided above, have been signed by Buyer and Seller. All such executed counterparts shall together constitute one and the same instrument. Fax and electronic signatures (with originals to be delivered by a nationally recognized express mail service) shall have the same effect as original signatures for all purposes under this Agreement.

Section 11.12 Publicity. Buyer and Seller will coordinate all publicity related to this Agreement and the activities contemplated hereunder and no party will issue any press release, publicity statement, or other written public notice relating thereto without the prior consent of the other.

Section 11.13 Drafting. No provision of this Agreement shall be interpreted for or against either party hereto on the basis that such party was the draftsman of such provision, both parties having participated equally in the drafting hereof, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

Section 11.14 Time of Essence. Time is of the essence in the performance of this Agreement.

Section 11.15 Further Assurances. On and after the Closing Date, Buyer and Seller will take all appropriate action and execute all documents, instruments or conveyances of any kind which may be reasonably necessary or advisable to carry out any of the provisions hereof, including putting Buyer in possession of the Assets or to convey title to the Assets to Buyer.

Section 11.16 Exclusive Jurisdiction. The parties acknowledge and agree that the Bankruptcy Court shall have exclusive jurisdiction to hear and determine any claims or disputes between the parties hereto or any of Seller's creditors or other parties in interest in the Bankruptcy Case affected hereby pertaining directly or indirectly to this Agreement or to any matter arising herefrom or related hereto; provided, however, that if the Bankruptcy Court determines that it lacks or abstains from exercising such jurisdiction the parties or creditors agree that the United States District Court for the Middle District of Florida, Fort Myers Division, shall have exclusive jurisdiction.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Amended and Restated Asset Purchase Agreement has been duly executed and delivered by the duly authorized representatives of the Buyer and Seller on the date first above written.

BUYER:

MOON SITE & SEPTIC, INC.,
a Florida corporation

By: _____
Print Name: _____
Its: _____

SELLER:

THE RICHARD CORPORATION,
a Florida corporation,

By: _____
Print Name: _____
Its: _____

Schedule 1.1(a)

All tangible personal property, including all machinery, rolling stock, equipment, furniture, computer hardware, instruments, supplies, materials, vehicles and other items of tangible personal property and all rights in tangible personal property in the possession of others owned by the Seller and used in the operation of the Business, including the items attached.

1. 1999 Freightliner, VIN: 1FVXJJC6XH983832. Tag # M357WL
2. Double Axle 26 ton 23' Econoline dove tail trailer.
3. 1999 International 8000 series 8100 box truck, VIN: 1HTHBAHN4XH667090.
4. Yellow dove tail trailer with wood deck.
5. Kobelco 2006 excavator SK LC.
6. New Holland 1999 backhoe model 675E69903170 with bucket attachment.
7. New Holland TC-48 tractor with fork lift attachment.
8. 1987 International S series 1954 dump truck, VIN: 1HTLDUXP9HH476002.
9. Hotsy pressure washer system 768-3363, PSI 1300 model 555SS serial #11090330168944.
10. Utility trailer 6x16' with wood deck.
11. 2013 Bobcat with rubber track and 52 yard loader bucket.

Schedule 1.1(f)

Assumed Contracts

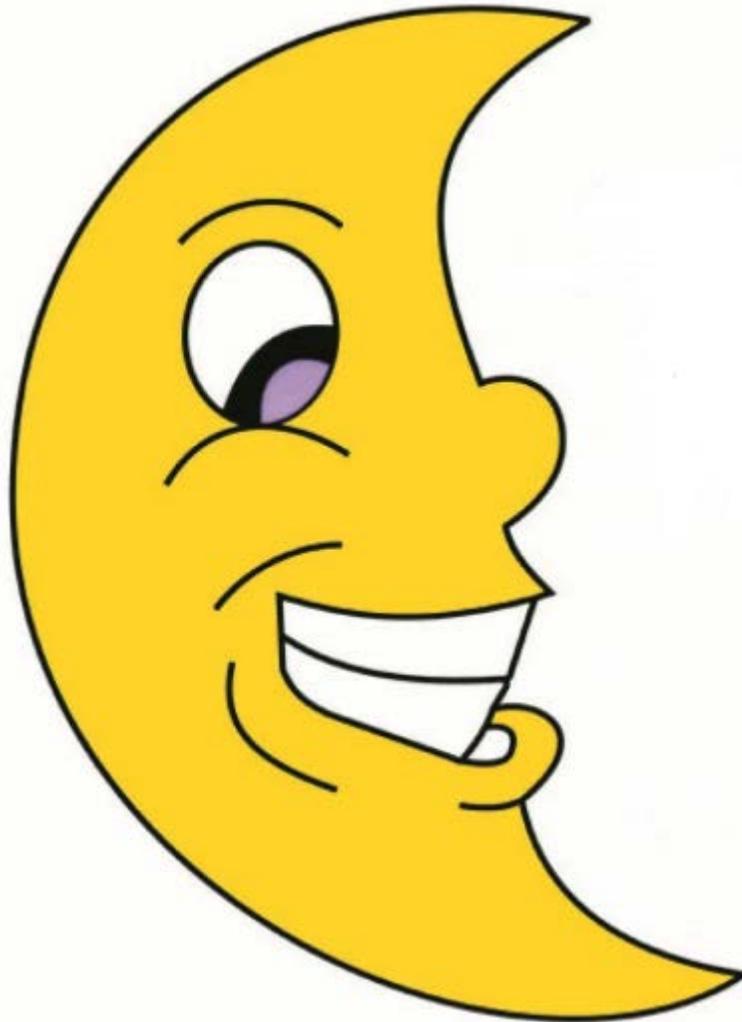
1. Marketing Services Agreement with Dex Media dated January 20, 2016.
2. Web Hosting contract with GoDaddy.com regarding domain names:
www.moonseptic.info; www.moonseptic.org; and www.moonseptic.net.
Account number 62009371 with renewal date of 03-10-2015.

Schedule 1.1(g)

Intellectual Property Assets

(See attached)

1. The name "Moon Septic".
2. The unregistered trademark depicted below:



Schedule 1.1(h)

(See attached)

1. www.moonseptic.com;
2. www.moonspetic.net;
3. www.moonseptic.info;
4. www.moonseptic.org;
5. email address: moonseptic@yahoo.com

Schedule 1.2

Other Excluded Assets

(See attached)

1. 1995 Ford conventional 1 LTS9000 dump truck, VIN: 1FDZA99X0SVA29217.
2. 2015 Chevrolet Silverado k2500 high county Duramax 4x4, VIN: 1GCKXE85FF526149, Tag #JH6CA.

Schedule 1.3

Assumed Liabilities

None.

Schedule 7.3

Transferred Employees

(To be furnished)