

MEMORANDUM OF SALE

This ___ day of April, 2026, WINDESCO, INC. (“SELLER”), agrees to sell and _____ (the “Purchaser”) agrees to buy all of the SELLER’S right, title and interest in and to the assets (the “Assets”) listed on the attached **Exhibit A** subject to the following terms and conditions:

1. **Purchase Price:** _____
 - (a) **Deposit** – \$10,000.00 Dollars (\$10,000.00) paid herewith to the Auctioneer, receipt of which is acknowledged by the Auctioneer, to be held by the Auctioneer subject to the terms of this Agreement.
 - (b) **Balance of Purchase Price** - The balance of the Purchase Price, namely _____ (\$_____) is to be paid to the Auctioneer by certified check, bank cashier’s check, or federal funds wire transfer in accordance with SELLER’s instructions, on or before April 28, 2026 at 5 P.M. (the “Closing Date”). It is agreed that TIME IS OF THE ESSENCE.
 - (c) **Buyer’s Premium** – The Purchaser shall pay a Buyer’s Premium of 3% to the Auctioneer on the Closing Date not to exceed \$5,000.00.
2. **Bill of Sale:** The Assets shall be conveyed by a Bill of Sale (the “Bill of Sale”) to the Purchaser (or to the nominee designated by the Purchaser by written notice to SELLER) in the form attached hereto as **Exhibit B**.
3. **Time for Delivery of Bill of Sale:** The Bill of Sale shall be delivered within five (5) business days after the last to occur of (i) payment of the entire balance of the Purchase Price by the Purchaser and (ii) the delivery of an original counterpart of the Bill of Sale executed by the Purchaser.
4. **Exclusion of Warranties:** The Purchaser hereby acknowledges and agrees that the sale of the Assets is made **WITHOUT ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER** by SELLER or its agents, whether expressed, implied, or imposed by law. Without limiting the generality of the foregoing total exclusion of representations and warranties, **THIS SALE IS MADE WITHOUT ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND WITHOUT ANY WARRANTY RELATING TO TITLE, POSSESSION, QUIET ENJOYMENT, OR THE LIKE IN THIS DISPOSITION.** The Purchaser warrants and represents that the Purchaser (i) has made its own independent investigation and evaluation as to the nature and sufficiency of the Assets and the status of title to the Assets, and any fees, taxes, charges, fines, and other amounts that may be due in connection with the transfer, ownership or use of the Assets (ii) is acquiring the Assets **AS IS** and **WHERE IS, WITH ALL FAULTS**, (iii) has entered into this transaction after consultation with independent counsel, if any, of the Purchaser’s own selection, and (iv) is not relying upon

any representation or warranty of SELLER,, or any of its representatives or agents, in consummating this transaction.

5. **Risk of Loss**: SELLER shall have no obligation to maintain, or to take any action to preserve the Assets. Further, from and after the execution of this Agreement, any risk of loss due to, or related to, the Assets shall transfer to the Purchaser and Purchaser shall be solely responsible for obtaining possession of the Assets.
6. **Remedy**: The Purchaser's sole and exclusive remedy, both at law and in equity, for any breach of this Agreement by SELLER, shall be limited to the refund of the deposit to Purchaser, or, if the sale contemplated herein has closed, then limited to a refund of all or a portion, as may be appropriate, of the Purchase Price actually paid by the Purchaser. In no event shall SELLER be liable to the Purchaser (or its successors and assigns) for any claims, damages, costs, expenses, or liabilities of any nature whatsoever, or for any incidental, consequential, special, or punitive damages arising out of any breach by SELLER of the terms and conditions of this Agreement, or otherwise in any way relating to this transaction or the Assets.
7. **Acceptance of the Bill of Sale**: The acceptance of the Bill of Sale by the Purchaser or his nominee, as the case may be, shall be deemed to be a full performance and discharge of every agreement and obligation of SELLER herein contained or expressed.
8. **Adjustments**: There shall be no adjustments to the Purchase Price whatsoever.
9. **Purchaser's Default**: If the Purchaser shall fail to fulfill the Purchaser's obligations set forth herein, including, without limitation, as a result of the failure of the Purchaser to close upon the purchase of the Assets on or before the Closing Date, all deposits made hereunder by the Purchaser shall be retained by SELLER, not as a penalty, but as liquidated damages for the cost of the sale and for loss of a bargain. The Purchaser acknowledges and agrees that it would be difficult or impossible to ascertain SELLER'S actual damages under such circumstances, and that the amount of the deposit bears a reasonable relationship to the damages that SELLER would suffer as a result of the Purchaser's default. The Purchaser shall pay all costs and expenses incurred by SELLER in connection with the enforcement of this Agreement, including, without limitation, all attorneys' fees.
10. **Construction of Agreement**: This Agreement, executed in duplicate, is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and inures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be canceled, modified or amended only by written instrument executed by both SELLER and the Purchaser. If two or more persons are named herein as Purchaser, their obligations hereunder shall be joint and several. The captions are used only as a matter of convenience and are not part of this Agreement or to be used in determining the intent of the parties.

EXECUTED as a sealed instrument as of the date first set forth above.

WINDESCO, INC.

“Buyer”

By: _____

By: _____

Name:

Name:

Title:

Title:

Address:

Tel No.:

Email: