

## Sale of Commercial Equipment

This agreement is by and between Goldmist LLC ("Buyer"), and Tactical LLC ("Seller").  
WHEREAS, the Seller desires to sell to the Buyer a Candy Manufacturing Line of equipment for the purpose of making Gummies ("Gummy Machine"), which is more particularly described in the attached inventory, Attachment A, which is incorporated herein by reference; and,

WHEREAS, the Buyer deems it in its interest to acquire the Gummy Machine for its commercial use, and is agreeable to purchasing the Gummy Machine under the terms hereafter stated;

NOW, THEREFORE, the parties hereby agree as follows:

1) Purchase. The Seller agrees to sell, and the Buyer agrees to buy, Gummy Machine for a total purchase price of \$220,000.00USD ("Purchase Price"). The Buyer shall pay in 6 parts:

\$26,000.00USD to pay for ocean freight shipping to Miami, due immediately.

\$26,000.00USD deposit on Gummy Machine, due immediately upon shipping confirmation that Gummy Machine is starting transit from China to Florida.

\$29,200.00USD deposit on Gummy Machine, due within 14 days of shipping date for the Gummy Machine is starting transit from China to Florida.

\$58,000USD is due by bank wire once Gummy Machine is in Port in Florida.

\$40,400USD is due before delivery. Seller must schedule this wire to be received by the bank of the seller before the Gummy Machine is delivered. If the payment is not received before delivery then the seller will hold the machine until the payment is received. Buyer will be responsible for any additional costs such as storage fees. If the buyer does not pay this amount within 14 days any prepaid deposit and shipping pay fees paid are forfeit.



\$40,400USD is due by bank wire 14 days after Gummy Machine has been received.

The Buyer acknowledges that the Seller will experience damages equal to the amount paid to the seller, should they not pay the remaining amount within 14 days of the Gummy Machine arriving in the US port. Non refundable amounts are \$26,000USD for the shipping and the deposit the value of which is at least but shall not exceed the total amount paid to the seller. In case of a default of payment the buyer shall not have no right to a return of the deposit and shipping fees if the whole purchase is not completed.

All Payments will be made by wire to:

COMPANY NAME: TACTICAL LLC  
STREET ADDRESS: 11035 LAVENDER HILL DR 160-221  
CITY, STATE, POSTAL: LAS VEGAS, NV 89135  
ACCOUNT NUMBER: 501024337012  
ROUTING NUMBER: 026009593  
BANK: Bank of America

All wires are considered received once excepted by sellers bank. In order to make sure wires are made by the due date it is recommended that a wire is sent by 10 AM PST.

2) Shipping.

a) Costs. Seller will arrange and pay for shipping the Gummy Machine to the Buyer.

b) Risk of Loss. The Seller bears responsibility for the Gummy Machine, including responsibility for the risk of loss of or damage to the Gummy Machine, until such time as the Gummy Machine arrives at the Buyer. Additionally, the Seller is responsible for the purchase of private insurance in connection with shipment of the Gummy Machine, if desired by the Seller.

c) Inspection and Acceptance. During receipt of the Gummy Machine, the Buyer must inspect the Gummy Machine to ensure that all the items listed or described on Attachment A are included, and that Gummy Machine is in the same condition as noted in the master packing list. A significant discrepancy in the inventory and/or condition of the Gummy Machine, if unresolved by the parties, is grounds by the Buyer to withhold no more than \$19,400.00USD, of payment. A "significant discrepancy" is defined as a missing component. In the event that such a discrepancy exists, the Gummy Machine Seller shall attempt to cure the deficiency, unless the Seller cures the discrepancy no later than 90 days the final payment of \$19,400USD shall be forfeited.

3) Warranties and Indemnifications.

a) Warranty of Title. The Seller represents and warrants that the Seller is the true and lawful owner of the property conveyed by this agreement and has full power to convey such property, and the title so conveyed is free, clear, and unencumbered.

b) Authority to Sign Agreement. The Seller hereby warrants that the Seller has the authority necessary to sign this agreement.

c) Seller Indemnification. The Seller agrees to indemnify and save harmless the Buyer from and against any and all claims, lawsuits, actions, damages, loss, costs and expenses (including attorneys' fees), and demands, by third parties, that in any manner result from the Seller's breach of the Seller's warranties and undertakings in this agreement. This indemnification binds the heirs, executors, administrators, and assigns of the Seller.

d) Buyer Indemnification. The buyer agrees to indemnify and save harmless the Seller from and against any and all claims, lawsuits, actions, damages, loss, costs and expenses (including attorneys' fees), and demands, by third parties, that in any manner result from the buyer's breach of the buyer's warranties and undertakings in this agreement. This indemnification binds the heirs, executors, administrators, and assigns of the buyer.

4) Miscellaneous.

a) Nature of Relationship. Nothing in this agreement is intended or is to be deemed to create a partnership or joint venture between the Buyer and the Seller.

b) No waiver. No waiver or modification of any of the terms of this agreement will be valid unless in writing. No waiver by either party of a breach hereof or default hereunder will be deemed a waiver by such party of any subsequent breach or default.

c) Severability. If any particular term, covenant, or provision of this agreement is determined to be invalid or unenforceable, the invalidity or unenforceability thereof will not affect the remaining provisions of this agreement, which will nevertheless remain in full force and effect.

d) Force Majeure. Performance by either party under this agreement is excused during the period such performance is prevented or delayed by government restrictions (whether with or without valid jurisdiction), war or warlike activity, insurrection or civil disorder, or any other causes similar or dissimilar to the foregoing that are beyond the control of either party and are not foreseeable at the time the agreement is executed.

e) Captions. Any captions or headings to the sections of this agreement are solely for the convenience of the parties hereto, are not part of this agreement, and are not to be used for the interpretation or determination of the validity hereof.

f) Counterparts. This agreement may be executed in counterparts and either party hereto may execute any such counterpart, each of which when executed and delivered will be deemed to be an original and all of which counterparts taken together will constitute one and the same instrument.

g) Assignment. Neither party hereto may assign this agreement without the written consent of the other, such consent not to be unreasonably withheld.

h) Entire Agreement. This agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all pre-existing agreements and understandings between them with respect thereto.

i) Choice of Law and Venue. This agreement is to be governed for all purposes by, and construed in accordance with the law of the State of Nevada and venue is to lie exclusively in the courts of Clark County.

The effective date of this agreement is the last date of signature below.

For the Buyer

By: DocuSigned by:  
  
E8A3224A0DE34D9...  
Owner

Date:  
10/15/2021

For the Seller

By: DocuSigned by:  
  
DC9B010859AE4E3...  
Member

Date:  
10/15/2021