

L11000065957

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DIVISION OF CORPORATIONS
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T. HAMPTON

JUN - 9 2011

EXAMINER

AGREEMENT FOR PURCHASE AND SALE

This agreement entered into, this 6 day of December, 2010 by and between Blue Water Bay Generators, Inc., (Blue Water) and David Price (Price) for and in consideration of the mutual promises contained herein and do hereby agree as follows:

1. Blue Water has been operating as Blue Water Bay Generators, Inc. since 2006 and is currently active and has acquired a significant customer base and inventory.

2. David Price does hereby offer to purchase Blue Water and Blue Water does hereby accept the purchase price of \$60,000 for the sale of Blue Water and the inventory attached as Exhibit A payable as follows:

- a. \$60,000 at closing which shall occur on or before December 8, 2010.
- b. Only the assets of Blue Water are being transferred; not the shares of Blue Water.

The name Blue Water Bay Generators is also being transferred.

3. Until the closing, Blue Water shall operate Blue Water and be entitled all profits and liable for all expenses and Victoria Morrison will be entitled to all accounts receivable generated through date of closing.

4. The parties represent that Blue Water has made its books and records available for inspection by Price and that Price has inspected the books and records of Blue Water. Price shall receive the customer list of Blue Water at closing.

5. Victoria Morrison will be responsible all debts of the Corporation incurred through date of closing, including but not limited to taxes, trade debts, utilities or any and all other debts liquid or non-liquid, including any contingent debts except as follows; business debts incurred by Price in acquiring Blue Water Bay Generators or any debt associated with establishing the business with the State of Florida or Department of Revenue.

6. Any disputes regarding terms of this contract shall be litigated in Okaloosa County, Florida and attorney fees paid to the prevailing party.

7. This contract is assignable to any entity, corporation, LLC or partnership in which Price is owner of at least a controlling interest.

8. There are no warranties express or implied as a condition of this contract.

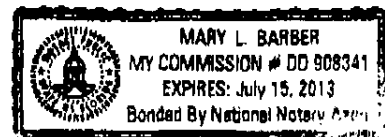
Victoria Morrison
Blue Water Bay Generators, Inc.
By Victoria Morrison Its President

**STATE OF FLORIDA
COUNTY OF OKALOOSA**

Subscribed and sworn to before me this 6 day of December, 2010 by VICTORIA MORRISON [] who is personally known to me or [] who produced her Florida Driver License as identification, and who did take an oath.

Mary L. Barber
Notary Public

Stamp/Seal:



Dated, this the 6 day of December 2010

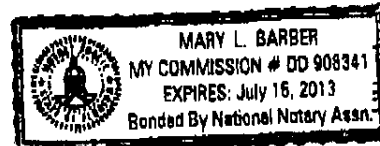
David Price
David Price

**STATE OF FLORIDA
COUNTY OF OKALOOSA**

Subscribed and sworn to before me this 6 day of December, 2010 by DAVID PRICE [] who is personally known to me or [] who produced his Florida Driver License as identification, and who did take an oath.

Mary L. Barber
Notary Public

Stamp/Seal:



Dated, this the 6 day of December 2010