

STATE OF TEXAS           §  
COUNTY OF HARRIS       §

**SALES AGREEMENT AND BILL OF SALE**

THIS SALES AGREEMENT AND BILL OF SALE (hereafter “Agreement”) is between, Eva S. Engelhart, Chapter 7 Trustee (hereafter “SELLER”) of Case No. 19-31444 *In re INFRA Technology, LLC* in the United States Bankruptcy Court for the Southern District of Texas, Houston Division (hereafter the “Bankruptcy Case”) and \_\_\_\_\_ (hereafter “BUYER”).

WHEREAS, SELLER and BUYER have agreed to the following:

1. This agreement is subject to prior bankruptcy court approval;
2. SELLER agrees to, and does hereby, SELL and BUYER agrees to, and does hereby, BUY the following:

All right, title and interest of SELLER in and to any and all personal property not otherwise affixed permanently to the land at 7391 US-59, Wharton, Texas 77488, including, but not limited to, machinery, equipment and/or tools (collectively the “Assets”)

3. The price for the Assets is \$ \_\_\_\_\_ (US Dollars) payable to Eva S. Engelhart, Trustee by way of bank check, wire transfer or other means expressly agreed to by the parties. The place for payment is 7700 San Felipe, Suite 550, Houston, Texas 77063, if not made by electronic means. Payment is due no later than five (5) business days after entry of an Order approving this sale by the bankruptcy court. After court approval of this sale, and receipt of funds, this executed SALES AGREEMENT and BILL OF SALE shall be effective and provided to BUYER.

4. Seller shall be responsible for payment of property taxes due on the Assets through the date of closing for all years prior to the year of sale and on a *pro rata* basis for 2019. Buyer shall be responsible for all remaining 2019 property taxes and thereafter.

5. The Assets are sold free and clear of liens and claims pursuant to that certain Court Order entered on the \_\_\_\_ day of \_\_\_\_\_, 2019, in the Bankruptcy Case at Docket Number \_\_\_\_; excepting the Buyer’s *pro rata* share of 2019 property taxes and thereafter

6. BUYER shall be responsible for obtaining possession of the Assets at its sole cost and expense no later than 60 days after closing of the sale, or, negotiate a separate agreement with the owner of the real property were the Assets were situated at the time of sale for a longer period of time. BUYER shall not cause damage to the premises where the Assets are located during the removal process. BUYER assumes the risk of loss between the time that Court approval of this agreement is made and when BUYER takes possession of the Assets.

7. BUYER expressly agrees that the sale/assignment/transfer of the Assets is on an AS IS WHERE IS basis without any warranties of any kind, express or implied, including, but not limited to, any warranty of merchantability or fitness for any purpose. BUYER also expressly agrees that SELLER has not made and does not hereby make any representations, warranties, promises, covenants, agreements or guaranties of any kind or character whatsoever, whether statutory, express or implied regarding the same.

8. This Contract is to be construed in accordance with the laws of the United States Bankruptcy Code, Federal Rules of Civil Procedure and Federal Rules of Bankruptcy Procedure and, failing

the applicability of the foregoing, the laws of the State of Texas. The parties hereby agree that any disputes regarding this agreement shall be subject to the exclusive jurisdiction of the US Bankruptcy Court in which the Bankruptcy Case is/was pending. All obligations of the parties created hereunder are performable in Harris County, Texas.

9. This Contract contains the entire agreement of the parties and may not be changed except in writing. In the event any covenant, condition or provision herein contained is held to be invalid by final judgment of any Court of competent jurisdiction, the invalidity of such covenant, condition or provision shall not in any way affect any other covenant, condition or provision herein contained, which shall continue in full force and effect.

10. If this Contract is executed in a number of identical counterparts, each counterpart is an original and all counterparts, collectively, constitute one agreement.

**SELLER:**

By: \_\_\_\_\_  
Eva S. Engelhart, Chapter 7 Trustee, and not individually  
Dated: \_\_\_\_\_

**BUYER:**

By: \_\_\_\_\_ (signature)  
\_\_\_\_\_  
\_\_\_\_\_ (printed name)  
\_\_\_\_\_ of (capacity)  
\_\_\_\_\_  
Dated: \_\_\_\_\_