

BILL OF SALE

This BILL OF SALE (“Bill of Sale”), dated as of August 13, 2025, is made by and between Indestructo Awning Company, Inc., d/b/a Indestructo Rental Company, Inc., an Illinois corporation (“Seller”) and Tent Events Chicago LLC, an Illinois limited liability company (“Buyer”). Capitalized terms used but not defined in this Bill of Sale shall have the respective meanings given to such terms in the Purchase Agreement (as defined below). Seller and Buyer may be referred to collectively in this Bill of Sale as “Parties,” and each, a “Party”.

Recitals

A. Buyer, Seller and certain other parties named therein have entered into that certain Asset Purchase Agreement, dated as of July 21, 2025, and the Addendum to Asset Purchase Agreement dated as of even date herewith (the “Purchase Agreement”).

B. Pursuant to the Purchase Agreement, Seller desires to sell, assign, transfer, convey and deliver to Buyer, and Buyer desires to purchase from Seller certain Purchased Assets, other than the Excluded Assets, used or held for use in the Business and the operation of the Business.

Agreement

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

1. Seller hereby sells, assigns, transfers, conveys and delivers to Buyer, and Buyer hereby purchases from Seller, all of Seller’s right, title and interest in, to and under the Purchased Assets, free and clear of all Liens. Notwithstanding anything to the contrary in this Bill of Sale, the Purchased Assets which are being sold, conveyed, transferred and assigned to Buyer pursuant to this Bill of Sale shall not include, and Seller shall not sell, convey, transfer or assign to Buyer, any of the Excluded Assets. For the avoidance of doubt, Seller shall retain all right, title and interest in and to the Excluded Assets.

2. Each of the Parties shall execute and deliver, at the reasonable request of the other Party, such additional documents, instruments, conveyances and assurances and take such further actions as such other Party may reasonably request to carry out the provisions hereof and give effect to the transactions contemplated by this Bill of Sale.

3. Nothing in this Bill of Sale, express or implied, is intended to or shall be construed to modify, expand or limit in any way the terms of the Purchase Agreement. In the event of a conflict between the terms and conditions of this Bill of Sale and the terms and conditions of the Purchase Agreement, the terms of the Purchase Agreement shall govern, supersede and prevail.

4. This Bill of Sale shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

5. This Bill of Sale shall be governed by, construed, interpreted and the rights of the Parties determined in accordance with the laws of the State of Illinois (regardless of the Laws that might be applicable under principles of conflicts of law).

6. This Bill of Sale may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Copies (whether photostatic, fax, electronic or otherwise) of this Bill of Sale may be made and relied upon to the same extent as an original. The exchange of copies of this Bill of Sale and of signature pages by fax transmission or e-mail shall constitute effective execution and delivery of this Bill of Sale as to the Parties and may be used in lieu of the original Bill of Sale for all purposes.

[Signature page to follow]

IN WITNESS WHEREOF, the Parties have caused this Bill of Sale to be executed as of the date first written above.

SELLER:

Indestructo Awning Company, Inc., an Illinois corporation

Signed by:

By: _____
Name: Lynn Ustaski
Title: President

BUYER:

Tent Events Chicago LLC

By: _____
Name: William Feldgreber
Title: _____

IN WITNESS WHEREOF, the Parties have caused this Bill of Sale to be executed as of the date first written above.

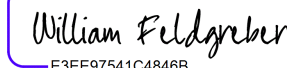
SELLER:

**Indestructo Awning Company, Inc., an
Illinois corporation**

By: _____
Name: Lynn Ustaski
Title: President

BUYER:

Tent Events Chicago LLC

By:  _____
Name: William Feldgreber
Title: Sole Member