

Asset Purchase Agreement

THIS ASSET PURCHASE AGREEMENT (the "Agreement") is entered into as of this 10th day of July, 2025.

BY AND BETWEEN:

Sunset Graphics & Print, Inc., a Texas corporation with its principal place of business at 456 Creative Lane, Austin, TX 78701 (the "Seller").

AND:

Dynamic Media Group, LLC, a Texas limited liability company with its principal place of business at 789 Commerce Blvd, Houston, TX 77002 (the "Buyer").

(The Seller and the Buyer are collectively referred to as the "Parties").

RECITALS

A. The Seller is engaged in the business of graphic design and commercial printing (the "Business"). B. The Seller wishes to sell certain assets of the Business to the Buyer, and the Buyer wishes to purchase said assets from the Seller, subject to the terms and conditions set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained, the Parties agree as follows:

Article 1: Purchase and Sale of Assets

1.1. Purchased Assets. On the terms and subject to the conditions of this Agreement, the Seller agrees to sell, transfer, and assign to the Buyer, and the Buyer agrees to purchase from the Seller, all of the Seller's right, title, and interest in and to the following assets, free and clear of all liens and encumbrances (the "Purchased Assets"): (a) All machinery, equipment, computers, and tools listed in **Schedule 1.1(a)**. (b) All office furniture and fixtures located at the Seller's principal place of business. (c) All customer lists, customer data, and sales records of the Business. (d) The trade name "Sunset Graphics & Print" and all associated goodwill. (e) The website domain www.sunsetprint.com and all associated social media accounts.

1.2. Excluded Assets. The Purchased Assets shall not include, and the Seller shall retain, all other assets of the Seller, including, without limitation: (a) All cash and cash equivalents of the Seller. (b) All accounts receivable of the Seller. (c) The corporate minute books, stock records, and corporate seal of the Seller. (d) Any rights to tax refunds or credits of the Seller.

Article 2: Liabilities

2.1. **No Assumption of Liabilities.** The Buyer shall not assume and shall not be responsible for any liabilities or obligations of the Seller of any kind, whether direct or indirect, known or unknown, absolute or contingent. The Seller shall remain solely responsible for all of its liabilities and obligations.

Article 3: Purchase Price

3.1. **Purchase Price.** The total purchase price for the Purchased Assets shall be **Two Hundred Fifty Thousand U.S. Dollars (\$250,000.00)** (the "Purchase Price").

3.2. **Payment.** The Buyer shall pay the Purchase Price to the Seller at the Closing (as defined below) by wire transfer of immediately available funds to a bank account designated in writing by the Seller.

Article 4: The Closing

4.1. **Closing Date.** The closing of the transactions contemplated by this Agreement (the "Closing") shall take place on July 31, 2025 (the "Closing Date"), at a time and location mutually agreed upon by the Parties.

4.2. **Seller's Deliveries.** At the Closing, the Seller shall deliver to the Buyer a duly executed Bill of Sale for the Purchased Assets in a form reasonably acceptable to the Buyer.

Article 5: Representations and Warranties of Seller

The Seller represents and warrants to the Buyer that: (a) **Good Title.** The Seller has good and marketable title to all of the Purchased Assets, free and clear of any liens, encumbrances, or claims. (b) **Authority.** The Seller has the full corporate power and authority to enter into this Agreement and to consummate the transactions contemplated herein. (c) **Condition of Assets.** To the Seller's knowledge, the tangible Purchased Assets are in good operating condition and repair, subject to normal wear and tear.

Article 6: Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

IN WITNESS WHEREOF, the Parties have executed this Asset Purchase Agreement as of the date first written above.

SELLER: Sunset Graphics & Print, Inc.

By: _____ Name: Alice Wong Title: President

BUYER: Dynamic Media Group, LLC

By: _____ Name: Benjamin Carter Title: Chief Executive Officer