

(d) Seller is not required to acquire any consents, approvals or authorizations by any governmental authority to execute, deliver and perform its obligations under this Agreement.

(e) The execution and delivery of this Agreement by Seller will not conflict with or result in a violation of or default under any material agreements to which Seller is a party or create a lien upon the Business.

(f) There are no proceedings, judgments, or liens are now pending or threatened against Seller or against the Business.

(g) Seller has complied with all applicable federal, state, and local statutes, laws, and regulations affecting Seller's properties or the operation of Seller's business, and Seller has received no notice of a violation or citation same from any governmental agencies.

(h) Seller has not otherwise contracted to sell, pledge, or mortgage all or part of the Business.

(i) Seller has all necessary licenses and permits required to operate the Business.

(j) Seller has paid all taxes, federal, state and local.

(k) Seller has in full force and effect a general liability and casualty insurance policy in such amounts as are carried by similar companies.

(l) Seller has presented to Buyer true, complete, and correct information and documents regarding the Business, and none of the information contains an untrue statement of material fact or omits to state a material fact.

8. Representations and Warranties of Buyer. Buyer represents and warrants that:

(a) Buyer is duly qualified and organized, and is validly existing and in good standing, under the laws of its state of formation.

(b) Buyer has the requisite power and authority to enter into and perform under this Agreement.

(c) Buyer is not required to acquire any consents, approvals or authorizations by any governmental authority to execute, deliver and perform its obligations under this Agreement.

(d) There are no proceedings, judgments, or liens are now pending or threatened against Buyer that may effect of delay its purchase of the Business.

(e) The execution and delivery of this Agreement by Buyer will not conflict with or result in a violation of or default under any material agreements to which Buyer is a party.

(f) Buyer understands that Seller is making no other representations or warranties other than as provided in this Agreement.