

BILL OF SALE

1. Golden Fitness Together, LLC (hereinafter "Seller") desiring to sell certain assets and goodwill of its business, known as Fitness Together, does hereby voluntarily and for the good and valuable consideration set forth herein and below does hereby enter and execute this Bill of Sale. Seller warrants that it has good and clear title to the assets (identified on Exhibit A to the Letter of Intent of November 2, 2009 and attached hereto) being sold and, joint and severally with the Principals, agrees to indemnify and hold harmless the Purchaser from any legal actions, proceedings, claims and/or expenses arising therefrom.

2. Tammy Watts and Bobby Watts (hereinafter collectively referred to as the "Purchaser") desiring to purchase from the Seller said assets and goodwill of Seller's business do hereby pursuant to the terms of this Bill of Sale voluntarily purchase those assets (identified on Exhibit A to the Letter of Intent of November 2, 2009 and attached hereto) and goodwill for the good and valuable consideration of fifteen thousand dollars (\$15,000.00 USD) as set forth herein and below.

3. Seller and Purchaser hereby agree that the assets sold are those assets identified as Exhibit A to the Letter of Intent of November 2, 2009 and attached hereto. The Parties agree that this Bill of Sale is the entire agreement between the Parties and does supersede all prior oral or written agreements, understandings, representations and warranties, and courses of conduct and dealing between the Parties on the subject matter hereof, and may be amended or modified only by a writing duly executed by all of the Parties.

4. The Parties agree that this Bill of Sale will be governed by and construed under the laws of the State of Alabama without regard to conflicts of laws principles. The Parties further agree that any dispute regarding this Bill of Sale shall be properly within the subject matter jurisdiction of Shelby County, Alabama and that the Parties shall be properly within the personal jurisdiction of Shelby County, Alabama.

5. Neither the failure nor any delay by any Party in exercising any right, power or privilege under this Bill of Sale will operate as a waiver of such right, power or privilege, and no single or partial exercise of any such right, power or privilege will preclude any other or further exercise of such right, power or privilege or the exercise of any other right, power or privilege.

6. This Bill of Sale may be executed in one or more counterparts, each of which will be deemed to be an original and all of which, when taken together, will be deemed to constitute one and the same agreement. All signatures of the Parties must be executed by a Notary Public of the State of Alabama who shall place its seal upon the signatures. Notarized facsimile signatures on this Bill of Sale shall be deemed to be original signatures for all purposes.

7. Purchaser hereby agrees and acknowledges that it is purchasing the assets listed on Exhibit A to the Letter of Intent of November 2, 2009 and attached hereto "As Is" and that Seller makes no warranties whatsoever as to said assets other than as set forth elsewhere in this Bill of Sale. *Purchaser agrees and acknowledges that it shall indemnify and hold harmless the Seller from any and all liability associated with the assets purchased from the date of execution of this Bill of Sale. Seller will not hold purchaser liable for any claims related to the assets prior to the date of execution of this Bill of Sale.*

Handwritten signatures: JW, [unclear], BW

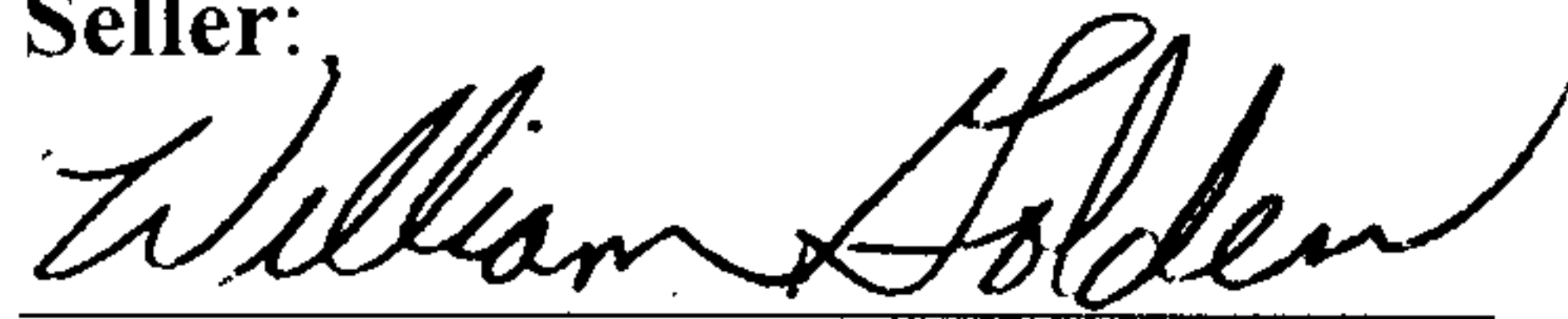
8. Seller hereby agrees and acknowledges that it is selling to the Purchaser all the assets identified on Exhibit A to the Letter of Intent of November 2, 2009 and attached hereto and the goodwill of the business formerly known as "Fitness Together" and operated by the Seller. Seller hereby does further agree and acknowledge that it shall have no further interest in any of the listed assets and/or goodwill transferred pursuant to this Bill of Sale. Seller further warrants that said assets are free and clear of any and all encumbrances, liens, restrictions, taxes, options, warrants, purchase rights, contracts, commitments, equities, claims, demands and/or any other encumbrances with the sole exception of the United States Internal Revenue Service's lien upon the "equipment". Seller, William Golden and Rodney Golden (the "Principals"), jointly and severally, warrant, agree and covenant to perform any and all acts required and to execute any and all documents necessary to satisfy the United States Internal Revenue Service's lien and to indemnify and hold the Purchaser harmless from any and all legal actions, proceedings, claims and/or expenses arising therefrom.

9. The Purchaser will not, and shall not be deemed to, assume any liabilities, debts and/or obligations of the Seller and/or its Principles, directors, officers, agents or employees as relates to the below listed assets, Seller's business known as "Fitness Together", or otherwise. As of the Closing Date, Seller shall have no further liability or obligation to provide any utilities to that certain leased property located at 5192 Caldwell Mill Road, Suite 109, Hoover, Alabama 35244, including but not limited to, electricity, water, sewer, garbage, telephone, cable or satellite television services and internet services.

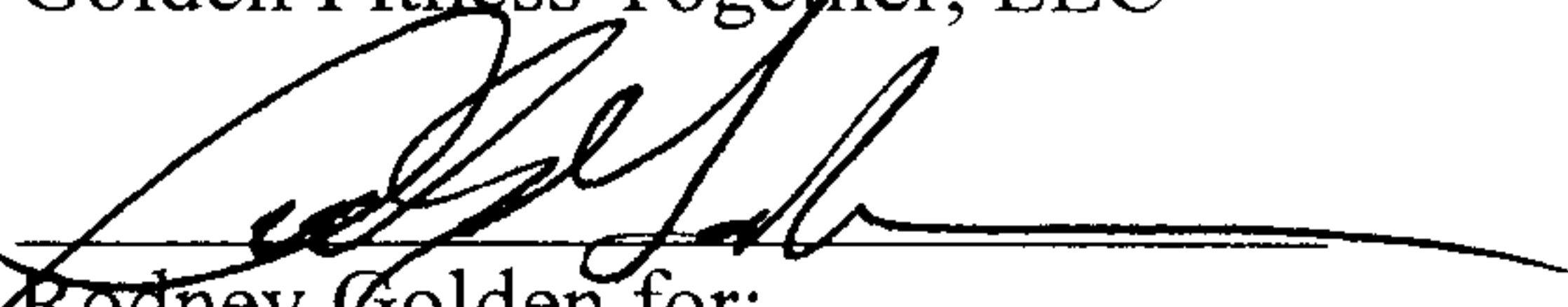
10. As full consideration for the assets and the goodwill transferred to Purchaser pursuant to the terms of this Bill of Sale, the purchase price is fifteen thousand dollars (\$15,000.00 USD), due and payable in immediately available funds or a personal check on the Closing Date paid either to the Seller or to another entity as designated by the Seller, including the United States Internal Revenue Service. For purposes of this Bill of Sale, the "Closing Date" shall mean the date upon which the final notary is executed and which thereby effectively causes this Bill of Sale to be fully-executed.

11. Each party shall be responsible for and bear all of its own costs and expenses incurred at any time in connection with the execution of this Bill of Sale.

Seller:



William Golden for:
Golden Fitness Together, LLC



Rodney Golden for:
Golden Fitness Together, LLC



20100107000006050 2/4 \$20.00
Shelby Cnty Judge of Probate, AL
01/07/2010 10:50:50 AM FILED/CERT

STATE OF ALABAMA)
SHELBY COUNTY)

20100107000006050 3/4 \$20.00
Shelby Cnty Judge of Probate, AL
01/07/2010 10:50:50 AM FILED/CERT

Before me, the undersigned authority, a Notary Public in and for said county and state, personally appeared **William Golden and Rodney Golden** who are made known to me and, who, upon oath, deposes and says that the foregoing is true and correct and that they each have full authority to execute this Bill of Sale for Golden Fitness Together, LLC.

Given under my hand and seal this 6th day of January 2010.

Jean B. McCown
NOTARY PUBLIC

7-15-2012
Commission Expiration Date

Principals:

William Golden

William Golden

Rodney Golden

Rodney Golden

STATE OF ALABAMA)
SHELBY COUNTY)

Before me, the undersigned authority, a Notary Public in and for said county and state, personally appeared **William Golden and Rodney Golden** who are made known to me and, who, upon oath, deposes and say that the foregoing is true and correct.

Given under my hand and seal this 6th day of January 2010.

Jean B. McCown
NOTARY PUBLIC

7-15-2012
Commission Expiration Date

Purchaser:


Tammy Watts

Tammy Watts

Bobby Watts

Bobby Watts

STATE OF ALABAMA)
SHELBY COUNTY)


20100107000006050 4/4 \$20.00
Shelby Cnty Judge of Probate, AL
01/07/2010 10:50:50 AM FILED/CERT

Before me, the undersigned authority, a Notary Public in and for said county and state, personally appeared **Tammy Watts and Bobby Watts** who are made known to me and, who, upon oath, deposes and say that the foregoing is true and correct.

Given under my hand and seal this 6th day of January 2010.

Jean B. Mc Cown
NOTARY PUBLIC

7-15-2012
Commission Expiration Date

