

Exhibit "B"



Re: Christmas Designers – Florida joins Holiday Outdoor Décor

Dear Valued Customer,

My name is Julien Godborge, I'm the CEO of Holiday Outdoor Decor, and it's my pleasure to reach out today with some exciting news that effective Friday July 1st, Christmas Designers - Florida has joined the Holiday Outdoor Decor family!

For over 40 years, Christmas Designers - Florida has made it a priority to deliver impactful designs & excellent services to their customers. You can trust that we will continue taking excellent care of all our customers so you may celebrate happy holidays in your communities!

The Christmas Designers – Florida team is remaining unchanged, and you can continue working with your usual contacts within the Christmas Designers - Florida organization. Kevin Long and Leonard Schulz will work with us through the end of the season to ensure a smooth transition.

The name "Christmas Designers" is well known across Southern Florida and is synonymous with great designs and excellent service. That's why we have decided to keep operating under that name (see our new logo below)

Holiday Outdoor Décor has been in the Holiday decoration business for 100 years, to read more about our business, please visit www.holidayoutdoordecor.com.

I look forward to working with you,

Best Regards,

Julien Godborge

Julien Godborge

CEO



Barley Snyder

ATTORNEYS AT LAW

213 MARKET STREET, 12TH FLOOR
HARRISBURG, PA 17101
TEL (717) 231-6603 FAX (717) 344-5373
WWW.BARLEY.COM

Abby Tucker, Esquire
Direct Dial Number: (717) 399-1530
E-mail: atucker@barley.com

To Whom It May Concern:

As of July 1, 2022, Rileighs Outdoor, LLC and Florida CDI, LLC entered into an asset sale through which Rileighs Outdoor, LLC purchased all of the assets of Florida CDI, LLC. Following this transaction, the two companies have merged their operations, with Rileighs assuming all of the business and continuing all of the activities of Florida CDI. Enclosed herein you will find a copy of the Bill of Sale, Assignment and Assumption Agreement whereby Rileighs Outdoor, LLC assumed all of the assets and liabilities of Florida CDI.

Should you need any further information regarding this matter, please contact me.

Very truly yours,



Abby Tucker

ALT:

Enclosure

BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT

This Bill of Sale, Assignment and Assumption Agreement (the “**Agreement**”) is dated as of July 1, 2022 (the “**Effective Date**”), by and between **FLORIDA CDI, LLC**, a Florida limited liability company (the “**Seller**”), **LEONARD SCHULZ**, an adult individual, and **KEVIN LONG**, an adult individual (collectively the “**Seller’s Principals**”) and **RILEIGHS OUTDOOR, LLC**, a Delaware limited liability company (“**Purchaser**”).

RECITALS:

WHEREAS, Purchaser has entered into an Asset Purchase Agreement with Seller and Seller’s Principals of even date herewith (the “**Purchase Agreement**”), pursuant to which Purchaser is purchasing the Purchased Assets (as defined in the Purchase Agreement) from Seller;

WHEREAS, the Purchased Assets expressly includes the vehicles set forth on Exhibit A attached hereto;

WHEREAS, Purchaser has agreed to acquire from Seller, and Seller has agreed to bargain, sell, assign, transfer and convey to Purchaser, all of Seller’s right, title and interest in and to the Purchased Assets; and

WHEREAS, the parties hereto desire to carry out such transactions by this Agreement and upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, for good and valuable consideration, and in consideration of the premises and mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties hereto hereby agree as follows:

1. Bill of Sale and Assignment. As of the Effective Date, Seller hereby sells, assigns, transfers and conveys to Purchaser, and Purchaser hereby purchases, acquires and accepts from Seller the Purchased Assets, free and clear of any and all claims, liens, pledges, options, liabilities, charges, security interests, mortgages, claims, encumbrances or rights of any third party of any nature whatsoever, including, without limitation:
 - a. The Equipment and Inventory of Seller;
 - b. All of Seller’s rights, title and interest in and to the Owned Intellectual Property;
 - c. All rights of the Seller under the Assumed Contracts;
 - d. all Permits which are held by Seller and required for the conduct of the Business as currently conducted or for the ownership and use of the Purchased Assets, to the extent transferable;
 - e. Seller’s customer, competitor and vendor data, customer lists, sales and marketing information, productivity, pricing, supplier data, vendor agreements, and associated files to the extent relating solely to the Business;

- f. The Prepaid Expenses;
- g. To the extent transferable, all of Seller's rights under warranties, indemnities and all similar rights against third parties to the extent related to any Purchased Assets;
- h. the Business' goodwill and all technology, and other intangible assets related solely to the Business; and
- i. the books and records of Seller, or copies thereof in hard copy or in electronic form, to the extent related solely to the Business.

TO HAVE AND TO HOLD all of the Purchased Assets unto the Purchaser, its successors and assigns, for its own use and behalf forever.

Seller hereby transfers irrevocably its absolute right, title and interest in and to the Purchased Assets to the Purchaser.

- 2. Assumption of Liabilities. Purchaser hereby assumes, and agrees to timely pay, perform and discharge the liabilities associated with the Assumed Liabilities arising from and after the date hereof.
- 3. Further Assurances. From time to time after the date hereof, at the request of Purchaser, and without further consideration from Purchaser, Seller hereby agrees to execute and deliver such other instruments of conveyance and transfer and to take such other action as Purchaser may reasonably require to more effectively convey, transfer to and vest in Purchaser all of the Assets.
- 4. Miscellaneous.
 - a. Capitalized terms used herein which are not otherwise defined shall have the meanings ascribed to such terms in the Purchase Agreement.
 - b. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument.
 - c. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective legal representatives, successors and permitted assigns.
 - d. This Agreement shall be governed by and construed in accordance with the internal laws of the Commonwealth of Pennsylvania to the full extent permitted by applicable law, without giving effect to the conflicts of law principles thereof.
 - e. The use of any singular term shall include the plural and vice versa.
 - f. Nothing contained herein is intended to enlarge or diminish the covenants, representations and warranties regarding the Purchased Assets contained in the

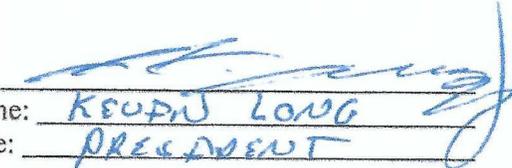
Purchase Agreement, which representations and warranties shall survive the execution and delivery of this Agreement as set forth in the Purchase Agreement. In the event of any conflict between any provision of the Purchase Agreement and any provision of this Agreement, the provision in the Purchase Agreement shall control.

[Signature page to follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as an instrument under seal as of the day and year first set forth above.

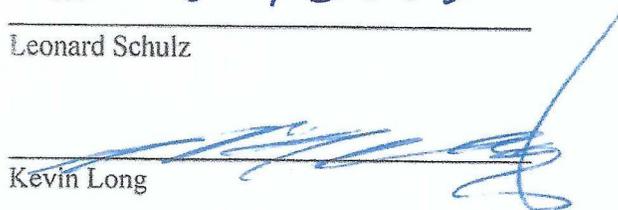
SELLER:

FLORIDA CDI, LLC, by its sole member, CDI ENTERPRISES, LLC

By: 
Name: KEVIN LONG
Title: PRESIDENT

INDIVIDUAL MEMBERS:


Leonard Schulz


Kevin Long

PURCHASER:

RILEIGHS OUTDOOR, LLC

By: _____
Name: Carter Cheskey
Title: Manager

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as an instrument under seal as of the day and year first set forth above.

SELLER:

FLORIDA CDI, LLC, by its sole member, CDI ENTERPRISES, LLC

By: _____
Name: _____
Title: _____

INDIVIDUAL MEMBERS:

Leonard Schulz

Kevin Long

PURCHASER:

RILEIGHS OUTDOOR, LLC

By: Carter Cheskey
Name: Carter Cheskey
Title: Manager

EXHIBIT A

Vehicle Year, Make & Model	Vehicle Type	VIN#	Mileage	Purchase Price
REDACTED				