Fill in this information to identify the case:					
Debtor East	Debtor East Coast Mechanical, LLC				
United States Ba	ankruptcy Court for the: Northern	District of Georgia (State)			
Case number	25-10373				

Modified Official Form 410

Proof of Claim 12/24

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies or any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents**; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Pá	rt 1: Identify the Clair	m			
1.	Who is the current creditor?	Aeroseal, LLC			
		Name of the current creditor (the person or entity to be paid for this claim)	_		
		Other names the creditor used with the debtor			
2.		☑ No			
	acquired from someone else?	Yes. From whom?			
_	Marin all and d	-			
3.	Where should notices and	Where should notices to the creditor be sent?	Where should payments to the creditor be sent? (if different)		
	payments to the creditor be sent?	Aeroseal, LLC			
		225 Byers Rd Miamisburg, Ohio 45342, USA			
	Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	1114111135411 6, 31110 43342, 33A			
		Contact phone <u>937-428-9300</u>	Contact phone		
		Contact email registrations@aeroseal.com	Contact email		
		Uniform claim identifier (if you use one):			
4.	Does this claim	☑ No			
	amend one already filed?	Yes. Claim number on court claims registry (if known)	Filed on		
5.	Do you know if	☑ No			
	anyone else has filed a proof of claim for	Yes. Who made the earlier filing?			
	this claim?				

Official Form 410 Proof of Claim

6.	Do you have any number you use to identify the debtor?	 No ✓ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: 4127
7.	How much is the claim?	\$ 1,440.00 Does this amount include interest or other charges? No
		Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).
3.	What is the basis of the	Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.
	claim?	Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).
		Limit disclosing information that is entitled to privacy, such as health care information.
		Goods sold and services rendered
9.	Is all or part of the claim	✓ No
	secured?	Yes. The claim is secured by a lien on property.
		Nature or property:
		Real estate: If the claim is secured by the debtor's principle residence, file a <i>Mortgage Proof of</i>
		Claim Attachment (Official Form 410-A) with this Proof of Claim.
		Motor vehicle
		Other. Describe:
		Basis for perfection:
		Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)
		Value of property: \$
		Amount of the claim that is secured: \$
		Amount of the claim that is unsecured: \$(The sum of the secured and unsecured amount should match the amount in line 7.
		Amount necessary to cure any default as of the date of the petition: \$
		Annual Interest Rate (when case was filed)%
		Fixed
		☐ Variable

✓ No

Yes. Identify the property:

Official Form 410 Proof of Claim

11. Is this claim subject to a right of setoff?

12. Is all or part of the claim	☑ No		
entitled to priority under 11 U.S.C. § 507(a)?	Yes. Chec	k all that apply:	Amount entitled to priority
A claim may be partly priority and partly		estic support obligations (including alimony and child support) under S.C. § 507(a)(1)(A) or (a)(1)(B).	¢
nonpriority. For example, in some categories, the law limits the amount		\$3,350* of deposits toward purchase, lease, or rental of property vices for personal, family, or household use. 11 U.S.C. § 507(a)(7).	\$
entitled to priority.	☐ Wage	es, salaries, or commissions (up to \$15,150*) earned within 180 before the bankruptcy petition is filed or the debtor's business ends, lever is earlier. 11 U.S.C. § 507(a)(4).	\$
	Taxes	s or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).	\$
	Contr	ibutions to an employee benefit plan. 11 U.S.C. § 507(a)(5).	\$
	Other	Specify subsection of 11 U.S.C. § 507(a)() that applies.	\$
	* Amounts	are subject to adjustment on 4/01/25 and every 3 years after that for cases begun	on or after the date of adjustment.
13. Is all or part of the claim entitled to administrative priority pursuant to 11 U.S.C. § 503(b)(9)?	days before the ordina	ate the amount of your claim arising from the value of any goods rec re the date of commencement of the above case, in which the goods ry course of such Debtor's business. Attach documentation supportin	have been sold to the Debtor in
Part 3: Sign Below			
The person completing this proof of claim must sign and date it. FRBP 9011(b). If you file this claim electronically, FRBP 5005(a)(3) authorizes courts to establish local rules specifying what a signature is. A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.	I am the trust I am a guara I understand that a the amount of the I have examined the	litor. litor's attorney or authorized agent. tee, or the debtor, or their authorized agent. Bankruptcy Rule 3004. Intor, surety, endorser, or other codebtor. Bankruptcy Rule 3005. In authorized signature on this <i>Proof of Claim</i> serves as an acknowled claim, the creditor gave the debtor credit for any payments received to the information in this <i>Proof of Claim</i> and have reasonable belief that the inalty of perjury that the foregoing is true and correct. 06/06/2025	ward the debt.
	•	f the person who is completing and signing this claim:	
	Name	Jessica Lalich	
		First name Middle name Last	name
	Title	Administration Manager	
	Company	Aeroseal, LLC Identify the corporate servicer as the company if the authorized agent is a servicer	r.
	Address		
	Contact phone	Fmail	



Official Form 410 Proof of Claim

Verita (KCC) ePOC Electronic Claim Filing Summary

For phone assistance: Domestic (866) 927-7076 | International (310) 751-2650

Political			
Debtor:			
25-10373 - East Coast Mechanical, LLC			
District:			
Northern District of Georgia, Newnan Division			
Creditor:	Has Supporting Doc		
Aeroseal, LLC	Yes, supporting documentation successfully uploaded		
225 Byers Rd	Related Document Statement: Has Related Claim: No		
Miamisburg, Ohio, 45342			
USA			
Phone:	Related Claim Filed I	Ву:	
937-428-9300	Filing Dontes		
Phone 2:	Filing Party: Authorized ag	ont	
Fax:	Authorized ag	GIII.	
Email:			
registrations@aeroseal.com			
Other Names Used with Debtor:	Amends Claim:		
Carlot Hamos Good Man Boston	No No		
	Acquired Claim:		
	No		
Basis of Claim:	Last 4 Digits:	Uniform Claim Identifier:	
Goods sold and services rendered	Yes - 4127		
Total Amount of Claim:	Includes Interest or 0	Charges:	
1,440.00	No		
Has Priority Claim:	Priority Under:		
No			
Has Secured Claim:	Nature of Secured A	mount:	
No	Value of Property:		
Amount of 503(b)(9):	Annual Interest Rate	:	
No	A		
Based on Lease:	Arrearage Amount:		
No	Basis for Perfection:		
Subject to Right of Setoff: Amount Unsecured:			
No			
Submitted By:			
Jessica Lalich on 06-Jun-2025 11:19:48 a.m. Pacific Time			
Title:			
Administration Manager			
Company:			

Aeroseal, LLC

PATENT SUBLICENSE AND SUPPLY AGREEMENT (AEROSEAL RESIDENTIAL APPLICATIONS)

This Patent Sublicense and Supply Agreement ("A	greement") is between Aeroseal, LLC, a Delaware limited				
liability company with principal place of business [East Coast Mechanical, LLC	at 225 Byers Rd., Miamisburg, OH, 45342 ("Aeroseal"), andNAME], a [FL - L220004PAFE of INCORPORATION],				
[Limited Liability Company	_TYPE ORGANIZATION], with its principal place of business at				
[1500 High Ridge Road, Boynton Beach FL,	33426				
ADDRESS] ("Sublicensee").					

WHEREAS, Aeroseal is the exclusive licensee of rights to make, use, offer for sale and sell certain licensed products and to use and practice certain licensed methods under the Licensed Patents, and to grant to third parties a sublicense of those rights; and

WHEREAS, the parties desire for Sublicensee to acquire from Aeroseal a sublicense of certain of those rights, to facilitate Sublicensee performing Licensed Services for the Parties' mutual financial benefit;

Now, therefore, the Parties agree as follows:

- 1. <u>Contract documents</u>: This Agreement is comprised of the following documents, which taken together form the entirety of the Agreement and are collectively the "Contract Documents":
 - 1.1. this Agreement document,
 - **1.2.** the "Terms and Conditions of Patent Sublicense and Supply Agreement" (the "Terms and Conditions") document,
 - 1.3. Exhibit A Definitions,
 - 1.4. Exhibit B Limitations of warranties, and
 - **1.5.** the annual "Addendum A" document that Aeroseal will publish annually.
- 2. <u>Definitions</u>: Terms not otherwise defined in this document are defined in Exhibit A to the Terms and Conditions.
- 3. <u>Grant of Non-Exclusive Sublicense</u>: Subject to the terms and conditions in the Contract Documents, Aeroseal hereby grants to Sublicensee a royalty-bearing, non-exclusive right and license to use the Licensed Patents, Products, and Software for the purpose of providing the Licensed Services in the Residential Field of Use, only, unless otherwise agreed in writing.
- **4.** No Right to Further Sublicense: Sublicensee has no right or power to, and shall not, grant any sublicenses of the rights acquired in this Agreement.
- 5. <u>Term, Renewal and Termination</u>: The initial term of this Agreement shall begin on the Effective Date and expire on September 30 following the one-year anniversary of the Effective Date. Subject to Article 8 of the Terms and Conditions, the sublicense will automatically renew with an annually updated Addendum A for an additional one-year term on the following October 1, and each October 1 thereafter, until terminated or non-renewed. Aeroseal reserves the right to revise the Terms and Conditions on 60 days advance notice.
- **6.** Ownership; Improvements: The Licensed Products, Licensed Patents, Software and any intellectual property, trademarks, trade secrets, improvements or modifications relating thereto constitute proprietary property of Aeroseal and its affiliates and shall be considered licensed to Sublicensee subject to the terms of this Agreement.

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7. Royalties:

- **7.1.** <u>Seal Royalty</u>: Sublicensee shall pay Aeroseal, as a royalty, a fee established in the current annual Addendum A (the "Royalty") for each Residential Building in which Sublicensee performs HVAC duct sealing services using the Licensed Services.
- **7.2.** Annual Royalty Increase: The Royalty amount will automatically increase at least 1.5% on each renewal. The first Royalty increase will be higher than 1.5% to reflect the greater than one-year duration of the initial term. Aeroseal reserves the right to increase the Royalty by a larger amount on 60-days advance notice.
- **7.3.** Payment Terms: Aeroseal will invoice Sublicensee monthly for the Royalty, and at time of shipment for goods and supplies. Aeroseal System equipment purchases must be paid in full prior to shipment unless otherwise agreed by Aeroseal in writing. All other invoices from Aeroseal shall be due and payable within 30 days following the invoice date. Equipment lease payments, if any, shall be paid via ACH by the 15th of the month. All overdue amounts shall bear interest at a rate equal to 1.5% per month.
- **7.4.** <u>Definitive Documents</u>: The Contract Documents are the final, definitive, statement of the terms of the sublicense agreement granted herein, and they replace in their entirety all former agreements between the Parties regarding sublicenses.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth below, to be effective as of the Effective Date.

Aeroseal, LLC	[Dealer Name]: East Coast Mechanical, LLC		
By: CD2A409577E94AA (Signature, Authorized Representative)	By: Timothy McCormick By: SBDBAC2B5AC8416 (Signature, Authorized Representative)		
Print Name:	Print Name: Timothy McCormick		
Title: CEO/President	Title: Controller		
Date: 6/27/2024	Date: 6/27/2024		

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Sublicensee's Initials:

TERMS AND CONDITIONS OF PATENT SUBLICENSE AND SUPPLY AGREEMENT

Aeroseal System and Software – Supply Terms and Warranties:

- 1.1. Aeroseal System: Sublicensee understands and agrees that it must purchase or lease one or more Aeroseal Systems to provide the Licensed Services. This Agreement provides Sublicensee the right to use the Aeroseal System, including the Software, in the licensed field of use only, during the Term of this Agreement. Sublicensee's future purchase from Aeroseal of other rights in other technologies, intellectual property or methods may result in an increased royalty payment.
- 1.2. <u>Taxes</u>: The prices charged by Aeroseal are exclusive of all taxes, fees, tariffs, and duties imposed on the sale or purchase, use, possession, ownership or import of goods, services or intellectual property ("Taxes"). All such Taxes shall be paid by Sublicensee. If any governmental entity imposes such Taxes on Aeroseal, then Sublicensee shall promptly reimburse Aeroseal for any such liabilities paid by Aeroseal.
- 1.3. <u>Shipping Terms</u>: Title and risk of loss on all goods sold by Aeroseal transfer to Sublicensee at Aeroseal's shipping point. If Aeroseal incurs any insurance, freight, or other incidental costs for the benefit of Sublicensee, Sublicensee shall promptly reimburse Aeroseal for such costs.
- 1.4. Use of Licensed Software: Sublicensee agrees to use the Software only in connection with providing the Licensed Services pursuant to this Agreement. The Software may be used only on the computer controllers that are part of the Aeroseal System. Sublicensee agrees that only Aeroseal shall have the right to alter, maintain, enhance or otherwise modify the Software. Sublicensee shall not, nor shall it authorize or allow anyone else to, disassemble, decompile or reverse engineer the Software or its code or computer program. Each month, Sublicensee shall "sync" the Software with Aeroseal utilizing the Aeroseal-designated ftp site no later than the 5th business day of each month to upload sealing data and maintain Software functionality. Sublicensee agrees that all data and information retrieved by Aeroseal from such sync shall be deemed jointly owned by Aeroseal and Sublicensee.
- 1.5. <u>Limited Warranty for Aeroseal System Hardware and Software</u>: Subject to the limitations stated in Exhibit B. Aeroseal warrants to Sublicensee that the

- Aeroseal System hardware and Software will be free from defects in workmanship and materials under normal use and maintenance for a period of one year from the date of shipment by Aeroseal. During this one-year warranty period, Aeroseal, at its option, will repair or replace any manufacturing defect or defective part as determined by Aeroseal. Sublicensee acknowledges that its sole and exclusive remedy for any defect described in this Section shall be limited to the repair or replacement by Aeroseal of any defect. THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION ARE IN LIEU OF ALL OTHER WARRANTIES REGARDING THE AEROSEAL SYSTEM HARDWARE AND THE SOFTWARE, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE. If disclaimers of implied warranties are not permitted by controlling law, then the implied warranties will be limited in duration to one year from Aeroseal's shipment. Except for the foregoing warranty, Sublicensee shall be responsible for maintenance and repair of the Aeroseal System hardware and Software.
- 1.6. Warranty Restrictions: Notwithstanding the foregoing, the warranties set forth in Sections 1.5, and 2.2 shall be null and void if Sublicensee does any of the following (i) uses or permits the use of the Aeroseal System or any part thereof for any purpose except in accordance with this Agreement and the Technical Manual; (ii) fails to maintain and operate the Aeroseal System in accordance with the Technical Manual; (iii) makes unauthorized repairs or modifications to the Aeroseal System (iv) permits any person or entity (other than employees of Sublicensee trained to utilize the Aeroseal System) to use the Aeroseal System; (v) uses any sealant material or other product with the Aeroseal System other than the Aeroseal Sealant Products or other products approved by Aeroseal; or (vi) transfers to a third party title, possession or control of the Aeroseal System without Aeroseal's prior written consent.

2. Aeroseal Sealant Products Supply Terms and Warranty:

2.1. <u>Aeroseal Sealant Products</u>: The Aeroseal System is designed and tested to work with the Aeroseal Sealant Product. The Aeroseal Sealant Product is the

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Sublicensee's Initials:

- only sealant material authorized for use with the Aeroseal System. Any use of any alternate sealant material with the Aeroseal System will automatically void all warranties and any harm to the Aeroseal System, to the building or to people will be the sole responsibility of Sublicensee. Any such use is a breach of contract and cause for Aeroseal to terminate this Agreement.
- 2.2. Limited Warranty for Sealant: Subject to the limitations stated in Exhibit B, Aeroseal warrants to the Sublicensee that the Aeroseal Sealant Products shall be in accordance with Aeroseal's published Data Sheet. In addition, subject to Section 1.6 and the other provisions of this Agreement, Aeroseal warrants to the Sublicensee that, when properly applied in accordance with the Technical Manual and other training materials or bulletins provided by Aeroseal from time to time, the duct seals created according to Licensed Services will be free of defects for a period of 10-years after the date of the sealing application. Sublicensee may, but is not required to, offer its own warranty from Sublicensee (not from Aeroseal) to any customer for which it properly performs the Licensed Services, and Sublicensee shall be solely responsible for such warranty. Upon satisfactory demonstration by Sublicensee that the foregoing Aeroseal warranty has been breached and that Sublicensee is eligible for such warranty, Aeroseal will reimburse Sublicensee an amount equal to Sublicensee's direct documented costs to repair or replace the defective duct seals, including the direct labor costs, but not including general overhead, administrative costs, travel time or other general costs of Sublicensee. To make a claim under this Section 2.2, Sublicensee must submit to Aeroseal a fully completed limited warranty claim form in the form included with the Technical Manual (or in such other form provided by Aeroseal from time to time) and provide such other information regarding the defective duct seals as Aeroseal may reasonably request. Except as stated above in this Section 2.2, Sublicensee's sole and exclusive remedy and Aeroseal's sole and exclusive liability for breach of warranty shall be limited to repair or replacement, at Aeroseal's option, of any Aeroseal Sealant Product that is defective in material or workmanship and returned to Aeroseal in accordance with Aeroseal's applicable standard printed product warranty and service rules then in effect, unless additional rights or remedies are expressly provided for in such warranty. Aeroseal's warranties to Sublicensee are non-transferable. SUCH WARRANTIES SHALL BE IN
- LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE AND WARRANTIES AS MIGHT ARISE FROM A COURSE OF DEALING, USAGE OR TRADE. If disclaimers of implied warranties are not permitted by controlling law, then the implied warranties will be limited in duration to one year from Aeroseal's shipment.
- 3. Representations, Warranties and Covenants of the Parties:
 - 3.1. <u>Aeroseal</u>: Aeroseal represents, warrants and covenants to Sublicensee as follows:
 - 3.1.1. Right to Grant Sublicenses and Other Rights:

 Aeroseal has the right and authority to grant the sublicenses, licenses and other rights to Sublicensee as contemplated by this Agreement.
 - 3.1.2.<u>Resources</u>: Aeroseal will use its commercially reasonable efforts to make available to Sublicensee appropriate resources to support the use of the Aeroseal System and the application of the Aeroseal Sealant Products in accordance with this Agreement, including making available appropriate technical literature, technical support and training support.
 - 3.2. <u>Sublicensee</u>: Sublicensee represents, warrants and covenants to Aeroseal as follows:
 - 3.2.1. Organizational Matters: Sublicensee has the form of business organization indicated above and is and will remain duly organized and existing in good standing under the laws of the state specified above and is duly qualified to do business wherever necessary to perform its obligations under this Agreement, including each jurisdiction in which the Licensed Services will be provided.
 - 3.2.2.Experience; Existing Business: Sublicensee and/or any of its officers, senior management have/has been engaged in a business offering services similar or related to the Licensed Services, including experience working with air duct systems, and have engaged in such business for a minimum of two years before immediately entering into Agreement. The business to be conducted under this Agreement will not constitute the starting of a new business but rather an expansion and/or enhancement Sublicensee's current business. Sublicensee has

determined that the success of its core business is not dependent on the addition of the Licensed Services to its current business. In furtherance thereof, Sublicensee represents that it had revenues for its most recently completed fiscal year of at least \$350,000 and it reasonably expects to have revenues at or exceeding such level during the current fiscal year.

- 3.2.3. Use of Trained Personnel: Sublicensee will provide the Licensed Services through employees who have been properly trained to provide the Licensed Services and utilize the Aeroseal System in accordance with this Agreement and the Technical Manual. Sublicensee understands and agrees that the operation of the Aeroseal System will require at least two properly trained employees, and that Aeroseal will provide an initial training program for Sublicensee's employees.
- 3.2.4.Live Sublicense: Beginning on the first renewal, Sublicensee shall perform a minimum of 12 seals per year (October 1 to September 30) to maintain the Sublicense in "Live Status." If Sublicensee fails to maintain the Sublicense in Live Status, Aeroseal may provide Sublicensee with notice and a "Revive Plan" developed with Sublicensee's input. The Revive Plan may include components of business consulting, sales and/or technical training delivered by Aeroseal staff to the dealer's team to facilitate a return to Live Status. If Sublicensee nonetheless fails to restore the Sublicense to Live Status in accordance with the Revive Plan, the Sublicense will lapse, and be deemed to be terminated, and Sublicensee will have no further rights thereunder until such time that the Sublicense is returned to Live Status.
- 3.2.5.<u>Insurance</u>: Sublicensee will maintain property and liability insurance, including fire and extended coverage and comprehensive general liability insurance, including contractual liability coverage, all with coverages of not less than \$2 million combined single limit. Sublicensee shall add Aeroseal as additional insured to the insurance policies and coverages required above. Upon Aeroseal's request, Sublicensee shall provide a certificate of insurance evidencing the insurance policies and coverages required above.
- 3.2.6. Compliance with Law: Sublicensee will comply,

- to the extent applicable, with all laws, ordinances, and governmental rules and will assist and cooperate with Aeroseal to the fullest extent practicable in Aeroseal's efforts to fulfill its legal obligations.
- 3.2.7. Confidentiality: Sublicensee will maintain as confidential (i) the terms and provisions of this Agreement, the Technical Manual and all other Confidential Information, and (ii) the pricing and promotions of the Aeroseal System and of the Aeroseal Sealant Products. Any violation of this provision is grounds for Aeroseal's immediate termination of this Agreement.

4. Matters Relating to the Licensed Patents:

- 4.1. Ownership of the Licensed Patents: Except as expressly provided in this Agreement, Sublicensee will not acquire any rights, title or interest in the Licensed Patents. Sublicensee will not challenge Aeroseal's or its affiliates' ownership of, or rights to, the Licensed Patents. Sublicensee's rights to use the Licensed Patents are derived solely under this Agreement.
- 4.2. <u>Registration</u>: Sublicensee will not apply for governmental registration of the Licensed Patents or contest the registration status of the Licensed Patents.
- 4.3. <u>Use of the Licensed Patents</u>: Sublicensee will use the Licensed Patents only as expressly authorized by this Agreement and as specified in Aeroseal's Technical Manual.
- 4.4. <u>Inurements</u>: All usage of the Licensed Patents shall inure to the exclusive benefit of Aeroseal and its affiliates. All future licensed patents made available to Licensee to be used as part of the Aeroseal Sealant Products shall be the property of Aeroseal, its affiliates and their assigns, and Licensee's use of the patented goods or processes shall be governed by this Agreement.
- 4.5. <u>Infringements and Litigation</u>: Sublicensee will promptly notify Aeroseal in writing of: (i) any adverse or infringing uses of the Licensed Patents; and (ii) any threatened or pending litigation related to the Licensed Patents against (or naming as a party) Sublicensee or Aeroseal, of which Sublicensee becomes aware. Aeroseal or its affiliates will handle disputes with third parties concerning use of all or any part of the Licensed Patents in any manner Aeroseal or its affiliates, in Aeroseal's or its affiliates' respective sole discretion, deem appropriate.
- 5. Use of Trademarks and References of Licensed Services:
 - 5.1. During the Term of this Agreement, Sublicensee may

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-DS

use the Marks to promote the Licensed Services, provided that such use is in a manner approved by Aeroseal and in accordance with brand guidelines provided to Sublicensee. Except as previously approved by Aeroseal, any use of the Marks in association with Sublicensee's business that creates the impression that Sublicensee is owned by, or a franchisee of, Aeroseal is strictly prohibited, including the use of "Aeroseal" or "AeroBarrier" in Sublicensee's legal or dba name, or domain name. Any reference to the Licensed Services in Sublicensee's marketing materials or online presence must be accompanied by the phrase, "Authorized Aeroseal Dealer." Sublicensee will promptly discontinue the use of the Marks on any signs, displays or advertising material or otherwise at the end of the Term of this Agreement or upon the termination of the relationship between Aeroseal and Sublicensee.

- 5.2. If Sublicensee has made a filing with any governmental entity, for example, an office of a secretary of state, with respect to the use of the Marks and fails to promptly discontinue the use of such Mark as required above, Sublicensee hereby grants to Aeroseal a limited power of attorney, irrevocable and coupled with an interest, to execute and acknowledge any such specific document and instrument, as an authorized representative of Sublicensee, to terminate the use of such Mark or to alter such filing such that the Mark is no longer included in such filing.
- 5.3. Sublicensee shall not use any advertising or promotional campaign containing the Marks or referencing the Licensed Services or Licensed Products which tends to mislead or deceive the public or is prohibited by federal or state law. Sublicensee shall promptly discontinue, upon written notice by Aeroseal, any advertising or promotional campaign or use of the Marks which Aeroseal may reasonably believe to potentially harm the goodwill in or reputation of the Marks, the Licensed Services or the Licensed Products.

6. Indemnification

6.1. Indemnification by Sublicensee: In express recognition that Sublicensee, not Aeroseal, is responsible for the selection, training and qualification of its employees engaged in application of the Aeroseal Sealant Products and the imparting of directions and instructions to the end users, Sublicensee agrees to indemnify and hold harmless Aeroseal and the Regents of the University of

- California and their officers, employees, and agents, sponsors of the research that led to the inventions covered by the Licensed Patents, and the inventors of those patents, and their employers (collectively the "Aeroseal Indemnitees") from and against all claims, suits, losses, damages, costs, fees and expenses ("Claims") arising out of the exercise by Sublicensee of this Sublicense, by third parties for damages and losses arising from the acts or omissions of Sublicensee, EXCEPT for claims for personal injury or property damage, caused by manufacturing or design defects in the Aeroseal Sealant Products or components thereof furnished by Aeroseal.
- 6.2. Product Liability Indemnification: Aeroseal agrees to indemnify and hold harmless Sublicensee from and against liability for causes of action and claims by unrelated third parties for injury, damages and losses, sounding in tort or strict liability but not in contract, for personal injury or property damage ("Product Liability Claims") to the extent caused by a defect in design, material, or workmanship of the Aeroseal Sealant Products sold to Sublicensee by Aeroseal under this Agreement; provided, however, that (a) Sublicensee demonstrates that no action or inaction of Sublicensee caused or contributed to the damages or losses claimed; (b) Sublicensee gives Aeroseal prompt written notice of the Product Liability Claims; (c) Sublicensee cooperates fully by providing information, technical assistance and personnel necessary to properly defend against the Product Liability Claims; and (d) Aeroseal has the right to control the defense or settlement of the Product Liability Claims and to select counsel to act on its behalf. In no event shall Aeroseal be obligated to indemnify Licensee against liability for its own negligence or misconduct. Sublicensee agrees to indemnify and hold harmless the Aeroseal Indemnitees against any claim, loss or liability arising out of Sublicensee's use of any sealant material other than the Aeroseal Sealant Products while performing the Licensed Services.
- 7. Special, Incidental, or Consequential Damages: NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, IN NO EVENT SHALL AEROSEAL BE FOR ANY SPECIAL. **INCIDENTAL** LIABLE CONSEQUENTIAL DAMAGES OR LOSSES OF ANY KIND WHATSOEVER, WHETHER IN STATUTE, CONTRACT, TORT (INCLUDING NEGLIGENCE), WARRANTY OR STRICT LIABILITY.
- 8. Termination:

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Sublicensee's Initials:

- 8.1.1. Automatic Termination: This Agreement will automatically terminate if any petition in bankruptcy is filed by Sublicensee, or if a petition is filed against Sublicensee and not dismissed within 90 days, or if any substantial portion of its goods or property shall be taken in execution, or if Sublicensee shall cease to be a going concern or makes an assignment for the benefit of creditors or a receiver is appointed for Sublicensee.
- 8.2. <u>Termination</u>: This Agreement may be terminated as follows:
 - 8.2.1.Immediate Termination: Aeroseal terminate this Agreement immediately upon the occurrence of any of the following: (i) Sublicensee transfers to a third party ownership, possession or control of the Licensed Products or the Software or any part thereof or any interest therein, whether by sale, assignment, lease, or other hypothecation, without Aeroseal's prior written consent; (ii) Sublicensee breaches or violates, or threatens to breach or violate, any of the following provisions: section 4 of the Agreement, sections 1.4, 2.1, 3.2.7, 4, or 5.3 of this document or (iii) Sublicensee allows the Sublicense to lapse according to Section 3.2.4. of this document.
 - 8.2.2. Termination for Other Defaults: Either party may terminate this Agreement if the other party breaches or defaults in the performance of any of its obligations under this Agreement by giving a written default notice that states the nature of the default, the action necessary to cure the default and provides a minimum of 30 days to cure the default and breaching party does not materially cure the default to the reasonable satisfaction of terminating party.
 - 8.2.3. <u>Termination Other Than for Cause</u>: After one year after the Effective Date, either party may terminate this agreement for any reason or no reason by giving 90-days written notice to the other party.
 - 8.2.4. Non-renewal: Either party may, on 30 days written notice to the other party, elect not to renew this Agreement, or any renewal thereof, at the end of the then current term, at which time the Agreement would terminate.
- 8.3. Effect of Termination. Sublicensee shall cease to sell Licensed Services after expiration or termination of this Agreement and shall return all documents, manuals or any other item containing Licensed

- Patents, Licensed Products, and Software. Sublicensee shall never use, disclose to others, or assist others in using the inventions, information (including Confidential Information) or "know-how" received from Aeroseal under this Agreement. Any termination shall not release or affect, and this Agreement shall remain fully operative as to, any liabilities arising, or incurred by either party, prior to the effective date of such termination.
- 9. Maintenance of Records; Audit Rights: The Sublicensee shall maintain complete and accurate records relating to its performance of the Licensed Services, Licensed Products, and Software, including with the respect to the seals performed using the Licensed Products. In the event of any breach or default by Sublicensee, or any event or occurrence which Aeroseal reasonably determines constitutes or could result in (with the passage of time or the giving of notice) a breach or default under this Agreement, Sublicensee shall furnish to Aeroseal, on request, complete, accurate and current records sufficient to evaluate Sublicensee's compliance with its obligations under this Agreement.
- 10. **National Accounts**: From time-to-time Aeroseal may contract to provide sealing services directly to companies that have a substantial national presence that a single dealer would not be able adequately to support ("National Accounts"). The sublicense granted in this Agreement does not extend to providing services directly to Aeroseal National Accounts.

11. Miscellaneous:

- 11.1. The Surviving Provisions shall survive any expiration or termination of this Agreement.
- 11.2. Dispute Resolution and Governing Law: The Parties agree that in the event of a dispute between them neither party will take any action to initiate arbitration or litigation until executives of the Parties meet in person to discuss and attempt to resolve the dispute within 30 days after request. unresolved disputes following that meeting, or if one party refuses to participate in such meeting within 30 days after written request for such meeting by the other Party, will be resolved through binding arbitration before the American Arbitration Association in Montgomery County, Ohio using its then current commercial arbitration rules. Each party agrees to pay one-half of the arbitrator's fee. This Agreement shall be construed, governed and controlled solely by the laws of the State of Ohio, U.S.A., excluding its conflict of law provisions. Each party hereto irrevocably consents to the exclusive personal jurisdiction and venue of the state and

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federal courts located in Montgomery County, Ohio, U.S.A., for the resolution of any and all disputes arising hereunder or related hereto that cannot be resolved via arbitration; provided however, that Aeroseal may pursue collection actions or equitable remedies in any jurisdiction necessary to enforce its rights hereunder. Each Party hereby waives any right to a trial by jury. The net prevailing party shall be entitled to an award of its reasonable attorney fees.

- 11.3. Independent Contractor Relationship: The relationship between Aeroseal and Sublicensee is strictly that of independent parties contracting with each other. Sublicensee shall have no power or authority, nor will Sublicensee represent that it has any power or authority, to act for, bind, or commit Aeroseal, or to assume or to create any obligation or responsibility on behalf of, or in the name of Aeroseal. Aeroseal shall not have any control or authority over the general conduct of Sublicensee's business or its employees.
- of money, neither party shall be responsible for any failure or delay in the performance of this Agreement resulting from causes beyond their reasonable control including, but not limited to, unforeseeable or uncontrollable events such as acts of God, epidemic or pandemic, supply chain delays, acts of government, war, terrorism, court order, riots, natural disasters, labor strikes and lockouts.
- 11.5. Notices: All notices required to be given pursuant to this Agreement shall be in writing and shall be considered duly delivered when sent by registered mail or courier to the other party at the address stated above or such address as either party shall advise the other in writing. For notices sent by registered mail, the date five business days after the date of the postmark shall be considered as the date of the notice. For notices by courier, the date of confirmed receipt shall be the date of the notice.
- 11.6. <u>Assignment</u>: This Agreement shall not be assigned or otherwise transferred, in whole or in part, by Sublicensee without the prior written consent of Aeroseal. Aeroseal may assign this Agreement, or any of Aeroseal's rights hereunder, upon notice to Sublicensee. For purposes of this Section, an assignment shall be deemed to include any assignment, sale, transfer, lease, pledge, encumbrance, sublet, loan or hypothecation by

- Sublicensee of the Aeroseal System or any part thereof or any interest therein without Aeroseal's prior written consent.
- 11.7. <u>Recommission:</u> Aeroseal will not unreasonably withhold consent to the sale or transfer of the Aeroseal system to a sublicensee with a sublicense in Live Status. Any such sale or transfer will be subject to a Recommission Fee and a live sublicense, both of which are payable to Aeroseal by the recipient.
- 11.8. <u>Severability</u>: If any provision of this Agreement shall be held by a court of competent jurisdiction to be contrary to law, the remaining provisions of the Agreement shall remain in full force and effect.
- 11.9. <u>Waiver</u>: The failure of a party to enforce at any time or for any period of time any provision of this Agreement shall not be construed as a waiver of such provision or of the right of such party thereafter to enforce such provision.
- 11.10. Equitable Relief: Sublicensee agrees that in the event of a breach of any of covenants in Section 3.2.7 by Sublicensee, Aeroseal shall be entitled to obtain injunctive relief against such party, without bond but upon due notice, in addition to: (a) immediate temporary injunctive and other equitable relief, without bond and without the necessity of showing actual monetary damages and (b) Aeroseal shall be entitled to reasonable attorneys' fees to enforce this Agreement. Nothing shall prohibit Aeroseal from pursuing any other remedies available to it for such breach or threatened breach by Sublicensee.
- 11.11. Entire Agreement: This Agreement, including any exhibits or addenda attached or incorporated hereto, constitutes the entire agreement between the Parties and shall supersede all previous understandings, agreements and representations, either oral or written, between the Parties. The sectional titles contained in this Agreement are for convenience of reference only and are not intended to expand or narrow any of the provisions contained therein.
- 11.12. <u>Modifications</u>: No modification of this Agreement shall be binding unless made by written agreement of the Parties and signed by their duly authorized representatives. Any purchase order terms and conditions from Sublicensee shall be of no effect.

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EXHIBIT A DEFINITIONS

Note: Some of the terms defined below may not be used in this Agreement.

"AeroBarrier System" means the Aeroseal System equipment designed for use in the building envelope sealing field of use and marketed by Aeroseal under the "AeroBarrier" service mark.

"Aeroseal Sealant Products" means the following materials: (i) the proprietary acrylate ester polymer sealant material known as Duct Seal; (ii) the aliphatic hydrocarbon adherent remover known as Adherent Remover - O; (iii) the cleaning liquid compound known as Emulsifier FEM, (iv) any products created or derived from the methods, procedures and products, Confidential Information, or other intellectual property rights of Aeroseal from time to time, including pursuant to Aeroseal's rights to make, offer to sell, sell, lease or otherwise dispose of Licensed Products in connection with producing and delivering an aerosol for sealing remote leaks in certain heating, ventilation and/or air conditioning duct systems and (v) any upgrades. improvements, modifications and additions to, and replacements of, the foregoing.

"Aeroseal System" means (i) a patented sealant-injector machine (such as SmartSeal Gen-II system, HomeSeal Pro system, HomeSeal Connect system, SmartSeal system, HomeSeal Express system, or AeroBarrier System or newer); (ii) the proprietary computer controllers and software for the sealant-injector machine, consisting of a computer, printer, automated performance testing equipment, case and cables; and the related components and items specified from time to time in the Technical Manual, and any improvements, and all upgrades, modifications and additions to, and replacements of, the foregoing.

"Commercial Building" means a building, other than a Residential Building, that is used primarily for commercial purposes, including multi-family residential buildings of more than four stories in height.

"Commercial Field of Use" means HVAC duct sealing in a Commercial Building. The Commercial Field of Use excludes use to seal wall cavities (except to the extent such cavities are an integral part of an HVAC system) or for any use not included above.

"Confidential Information" means any trade non-public secrets, proprietary information, technical data or know-how of Aeroseal whether or not it relates to the Licensed Services, including, but not limited to, the Technical Manual, other manuals, customer lists, training materials, information regarding pricing, research, products, services, developments, inventions, processes, techniques, designs, marketing, finances, merchandising, employee relations, field operations and computer hardware and software.

"Effective Date" means the last date of execution of this Agreement by the Parties.

"Improvement" means any invention, idea, concept or discovery related in any way to, or modification or improvement of, any Licensed Patent, Licensed Product or Aeroseal Sealant Product.

"Licensed Patents" means all intellectual property licensed to Aeroseal relating to, or derived, modified or expanded from, the patents listed in Addendum A.

"Licensed Product" means any product, service or process that employs or is produced by the practice of any invention claimed in the Licensed Patents or whose manufacture, use, practice, sale, offer for sale or importation would constitute an infringement of any claim in the Licensed Patents.

"Licensed Services" means, in the Residential Field of Use and in the Commercial Field of Use, services for producing and delivering an aerosol for sealing remote leaks in certain heating, ventilation and/or air conditioning ("HVAC") duct systems utilizing the Licensed

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Patents and Licensed Products, including the Aeroseal System. In the Residential Building Envelope Sealing Field of Use it means services for producing and delivering an aerosol for sealing building envelope leaks using the Licensed Patents and Licensed Products, including the AeroBarrier system.

"Light Commercial Field of Use" means HVAC duct sealing on HVAC systems of up to 5 tons of cooling capacity in a Commercial Building.

"Limitations of Warranties" means the conditions and limitations set forth in Exhibit B.

"Live Status" of a Sublicense means that (a) Sublicensee is not currently subject to a Revive plan or (b) Sublicensee has met the requirements of any applicable Revive plan.

"Marks" means, in the Residential Field of Use and in the Commercial Field of Use, the Aeroseal® service mark which has been federally registered under registration number 2,230,284, and such other service marks, trademark, trade names, trade dress, logos, slogans and commercial symbols as Aeroseal may periodically authorize or require Sublicensee to use to identify the Aeroseal Sealant Products. In the Residential Building Envelope Sealing Field of Use, it means the AeroBarrier® service mark which has been federally registered under registration number 5455081, and such other service marks, trademark, trade names, trade dress, logos, slogans and commercial symbols as Aeroseal may periodically authorize or require Sublicensee to use to identify the Aeroseal Sealant Products

"Parties" means Aeroseal and Sublicensee as identified in the introduction to this Agreement.

"Residential Building" means a single-family or multi-family residential building of no more than four stories in height, having one or more ducted HVAC systems, and includes manufactured housing.

"Residential Building Envelope Field of Use" means sealing residential building envelope

leaks using the Licensed Patents and Licensed Products, including the AeroBarrier system.

"Residential Field of Use" means duct sealing in a Residential Building but does not include duct sealing in a Commercial Building. The Residential Field of Use also excludes use to seal wall cavities (except to the extent such cavities are an integral part of an HVAC system) or for any use not included above.

"Recommission Fee" means a fee payable to Aeroseal from a recipient of a sale or transfer of an Aeroseal System from Sublicensee to another sublicensee. The recommission fee includes, *inter alia*, System operational checkup, System and Software updates and/or upgrades, and wiping of prior data.

"SmartSeal System" means the Aeroseal System equipment, goods and software designed for duct sealing in the Commercial Field of Use and marketed by Aeroseal under the "SmartSeal" service mark.

"Software" means the proprietary computer software Aeroseal licenses to Sublicensee, and any upgrades, replacements, additions or modifications thereto.

"Surviving Provisions" means Sections 6 and 7 of the Agreement, and sections 1.4, 1.6, 2.2, 3.2.7, 4, 5, 6, 7, 8.3, 9, and 11 of this Terms and Conditions document.

"Technical Manual" means the written manual and policies that Aeroseal maintains relating to specifications, procedures, techniques, instructions, technical operations and use, performance, training and related matters regarding the Licensed Services, including operation and maintenance of the Aeroseal System and the Software, as such may be periodically amended, modified, supplemented or replaced by Aeroseal.

"Term" means the period from the Effective Date until the termination of this Agreement whether upon expiration of term or the earlier termination of this Agreement.

EXHIBIT B LIMITATIONS OF WARRANTIES

All warranties provided by Aeroseal under this Agreement (including warranties relating to the Aeroseal System, the Software and the Aeroseal Sealant Products), are subject to the following conditions and limitations (in addition to any other conditions and limitations set forth in the Agreement):

- 1. Compliance with Agreement and Technical Manual: Sublicensee has complied in all respects with the Agreement and the Technical Manual, including, without limitation, in connection with the performance of the Licensed Services, the operation of the Aeroseal System by properly trained technicians, the maintenance of the Aeroseal System and the monthly sync of the Software.
- 2. Repair or Replacement of Failed or Defective Parts: With respect to any failed or defective part, Aeroseal (i) reserves the right to request the failed or defective part and to send such parts for analysis and refurbishment, and (ii) at its option, may provide a new or refurbished part to replace any failed or defective part. With respect to any failure or defect in the Aeroseal Sealant Products, Aeroseal reserves the right to inspect the failed or defective product.
- 3. Warranties not transferable: The warranties set forth in the Agreement are for the benefit of Sublicensee only and may not be transferred or assigned, whether by operation of law or otherwise.
 - 4. Limitations on Aeroseal System Warranty. The warranty does NOT cover:
 - a. Labor or other costs incurred for diagnosing, removing, installing, shipping or handling of either defective parts, or replacement parts.
 - b. Normal maintenance as outlined in the Technical Manual and training materials.
 - c. Parts not supplied or designated by Aeroseal, or damages resulting from their use.
 - d. Failure, damage or repair due to misapplication, abuse, improper maintenance, unauthorized alteration or improper operation.
 - e. Failure due to voltage conditions, blown fuses, open circuit breakers or damages due to inadequacy of electrical service.
- 5. Limitations of Warranty on Aeroseal Sealant Products. The warranty does NOT cover:
 - Application in buildings with ozone generators. a.
 - b. Labor or other costs incurred for diagnosing the defect or failure.
 - Failure or damage to the HVAC duct system due to any alterations to, or improper c. maintenance of, the duct system.

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2023/2024 ADDENDUM A TO PATENT SUBLICENSE AND SUPPLY AGREEMENT (Residential)

This Addendum incorporates and is part of the Patent Sublicense and Supply Agreement between Aeroseal and Licensee. This Addendum is effective through September 30, 2024 and thereafter until Aeroseal issues another Addendum that expressly replaces it. This Addendum replaces all prior Addenda, contracts or other agreements regarding the matters set forth below.

Seal Royalty

Sublicensee shall pay Aeroseal a royalty (the "Royalty" or sometimes the "License Fee") for each Residential Building in which the HVAC duct system(s) is/are sealed using the Licensed Services. The amount of the Royalty is based on the equipment used to perform the Licensed Services, and the number of systems sealed, as follows:

Equipment Royalty
Home Seal Connect 4.0 (HSC4) \$240.00

One Royalty payment covers the sealing of the ducts in up to two HVAC systems per residential unit (one standalone house or one apartment or similar single-family unit in a multi-family housing building). If the ducts of more than two HVAC systems are sealed in one residential unit then an additional Royalty payment is required.

Licensed Patents

The "Licensed Patents" are:

- 1. United States Patent Number 7,156,320 (Method and Apparatus for Duct Sealing Using a Clog-Resistant Insertable Injector)
- 2. United States Patent Number 7,851,017 (Method and Apparatus for Duct Sealing Using a Clog-Resistant Insertable Injector),
- 3. United States Patent Number 10,094,734 (Methods for Detection, Marking and Sealing Leaks in Pipes or Ducts), and
- 4. any divisional or continuation application of these patents or the original applications, any patents issuing on any of the foregoing applications, and any reissues issuing on any of the renewals or extensions of these patents, and by any other patent or pending patent Aeroseal may authorize or require Sublicensee to use in connection with the Aeroseal Sealant Products.





225 Byers Rd Miamisburg OH 45342 United States billing@aeroseal.com

Statement

BILLING ADDRESS East Coast Mechanical LLC 1500 High Ridge Rd Boynton Beach FL 33426 United States CUSTOMER ID STATEMENT DATE AMOUNT DUE 24127 3/16/2025 \$1,440.00

Date	Description			Charge	Payment Balan	ce
1/1/2025	Balance Forward				\$0.0	00
2/11/2025	Invoice #INV32912		\$1,	200.00	\$1,200.0	00
3/11/2025	Invoice #INV34709		\$	240.00	\$1,440.0	00
Current	1-30 Days	31-60 Days	61-90 Days	Over 90 Day	s Amount Due	
\$240.00	\$1,200.00	\$0.00	\$0.00	\$0.00	\$1,440.00	





225 Byers Rd Miamisburg OH 45342 United States billing@aeroseal.com

Invoice

BILL TOEast Coast Mechanical LLC
1500 High Ridge Rd
Boynton Beach FL 33426
United States

SHIP TOEast Coast Mechanical LLC
1500 High Ridge Rd
Boynton Beach FL 33426
United States

INVOICE#
ORDER#
PO#
DATE
DUE DATE
CUSTOMER ID

INV32912

Feb 2025 Upload 2/11/2025 3/13/2025 24127

SHIP DATE

SHIPPED VIA

TRACKING #

FULFILLMENT#

FedEx Ground®

Part#	Product Description	Qty	Rate	Amount
License Fees - Residential	License Fees - Retro Duct - Sub license and royalty fees for retro duct seals performed with this upload (see attachment for detail) - Case 6354	5	240.00	\$1,200.00
		Total Shipping Tax Deposit		\$1,200.00 \$0.00 \$0.00 \$0.00
		Amount Due		\$1,200.00





225 Byers Rd Miamisburg OH 45342 United States billing@aeroseal.com

Note: All past due invoices shall incur a 1.5% per month (18% per year) interest charge. All other terms and conditions are applicable as per the sub license agreement. Customer responsible for Sales/Use tax filings if not withheld



225 Byers Rd Miamisburg OH 45342 United States billing@aeroseal.com

Invoice

BILL TOEast Coast Mechanical LLC
1500 High Ridge Rd
Boynton Beach FL 33426
United States

SHIP TO
East Coast Mechanical LLC
1500 High Ridge Rd
Boynton Beach FL 33426
United States

INVOICE# ORDER# PO# DATE DUE DATE CUSTOMER ID

Amount Due

INV34709 Mar 2025 U

Mar 2025 Upload 3/11/2025 4/10/2025 24127

SHIP DATE

SHIPPED VIA

TRACKING #

FULFILLMENT#

FedEx Ground®

Part#	Product Description	Qty	Rate	Amount
License Fees - Residential	License Fees - Retro Duct - Sub license and royalty fees for retro duct seals performed with this upload (see attachment for detail) - Case 6354	1	240.00	\$240.00
		Tota Shippin		\$240.00 \$0.00
		Та	х	\$0.00
		Depos	it	\$0.00



\$240.00



225 Byers Rd Miamisburg OH 45342 United States billing@aeroseal.com

Note: All past due invoices shall incur a 1.5% per month (18% per year) interest charge. All other terms and conditions are applicable as per the sub license agreement. Customer responsible for Sales/Use tax filings if not withheld