

TERM SHEET

PREFACE: The following guidelines set forth the proposed terms and conditions for the herein contained Term Sheet for Customer.

The proposed Term Sheet is established for the sole purpose of discussion and negotiations, to describe the general terms and conditions only, and as such, it is not made with the intent of imposing any legal obligation to any party in connection with this instrument.

1. PARTIES TO PURCHASE OF INTEREST

Customer, who shall be known hereinafter as the "Purchaser," herein proposes and in consideration the acquisition from DMS, which hereinafter shall be known as the "Company," the following properties and/or assets:
HVAC service and installation.

Commercial Businesses Residential Homes

Aforementioned properties and assets intended for purchase shall hereinafter be known as the "Assigned Interests."

2. PROPOSED PURCHASE PRICE

For the sale and transfer of the aforementioned Assigned Interests to the Purchaser, the purchase price is \$0.00 and the terms of payment are as follows:

Upon completion and start-up of equipment

3. STATEMENTS AND ASSURANCES

- (a) Both the "Purchaser" and the "Company" hereby agree to comply with any and all applicable laws with regards to the performance of the aforementioned transaction;
- (b) That the herein titled "Company" certifies and attests that it maintains a clear title and ownership over the "Assigned Interests;"
- (c) Furthermore, the "Company" guarantees and warrants that the "Assigned Interests" are free and clear from obligation and defects;
- (d) That there are no pending litigation or proceedings commenced against the "Company" nor the "Purchaser" that would challenge or contest, or which may prevent, delay, interfere with or make illegal any of the herein contained Contemplated Transactions;
- (e) Non-Disclosure: Under no circumstances, shall the "Purchaser" nor the "Company" make any public disclosure regarding the pending Transaction prior to or after the closing. Both parties, the "Company" and the "Purchaser," are hereby in agreement that any such decision regarding the disclosure of the Contemplated Transaction, made at or after the time of Closing, shall be made mutually; providing that there is no provision that would prevent the "Company" from their fulfillment of any legal disclosure obligations.
- (f) Non-Compete: The "Company" herein agrees that it will neither directly nor indirectly, as of this date and until the date of Closing, either through the use of a broker, agent or otherwise, solicit or accept any offer or engage in any other negotiation, nor enter into or consider any other contract with regard to the anticipated Assigned Interests or with respect to a Replacement

Transaction. Therefore, the "Company" herein declares that it shall promptly refuse any unsolicited offer with regards to the Assigned Interests.

- (g) That all Transaction Documents will contain representations and warranties that are customary for transactions of this size and nature.

4. *CONDITIONS AND DATE OF CLOSING*

The obligations of the "Company" to complete all Contemplated Transactions herein shall be subject, in conjunctions with other items, to the satisfactions of the following conditions:

- (a) Satisfactory completion of all legal, accounting, tax, financial, commercial and environmental due diligence, at the "Company's" sole discretion;
- (b) Negotiation execution and delivery of satisfactory and mutually acceptable Transaction Documents;
- (c) Receipt of all necessary governmental, Board of Directors, investment committee and third-party approvals;
- (d) True and correct representations and warranties as of the "Closing Date;"
- (e) Finally, that any and all essential steps to achieve a closing (the "Closing") shall be completed by Within 30 days of service or installation, the actual "Closing Date." The aforementioned "Closing Date" may be subject to a mutually agreed upon extension or postponement by both parties. This herein contained Term Sheet shall expire at midnight on Within 30 days of service or installation.

5. *DELIVERABLES AT CLOSING*

Below is a list of deliverables that are due at closing:

A signed proposal and/or verbal agreement

6. *GOVERNING LAW*

Any and all Transaction Documents, as well as this Term Sheet, shall be governed by the current applicable laws of the State of Connecticut.

7. *BOOKKEEPING/ACCOUNTING MATTERS*

It shall be the responsibility of the "Company's" Accountant to ensure the preparation of any and all financial statement made in accordance with the Generally Accepted Accounting Principles (GAAP). In addition, prior to the "Closing," an audit of any and all financial statements shall be completed.

8. *CONFIDENTIALITY*

It is therefore agreed, that the terms and conditions contained within this Term Sheet shall be held in the strictest confidence by both parties.