

AGREEMENT TO TRANSFER ASSETS OF  
SOLE PROPRIETORSHIP TO CORPORATION

July 23rd 2011

To Consumer USA, a Delaware corporation.

The undersigned is doing business as a sole proprietor under the name Charles Stuart and Sons (the Proprietorship). Business is transacted at 3454 4th Avenue Dallas Texas 56543.

A balance sheet of the Proprietorship is attached to this offer. It fairly represents the current financial position of the Proprietorship in accordance with generally accepted accounting principles.

1. The undersigned offers to sell and transfer to Consumer USA at the close of business on August 16th 2011, all of the assets of said business. This includes those reflected on the attached balance sheet, as well as its name and good will, subject to all liens, claims, and incumbrances, and to changes occurring in the ordinary course of business between the date of said balance sheet and the close of business on the date of transfer.

2. As consideration for said sale and transfer Consumer USA agrees to:

(a) assume all debts and liabilities of the Proprietorship as set forth in said balance sheet, together with those resulting from changes occurring in the ordinary course of business from the date of said balance sheet and the close of business on the date of transfer; and

(b) to issue and deliver to the undersigned on the date of transfer 600 shares fully paid and nonassessable shares of Consumer USA common stock.

3. If this offer is accepted by Consumer USA YOU Charles Stuart and Sons will deliver possession of the Proprietorship business and its assets to Consumer USA upon delivery of stock certificates described in Section 2 (b) at the close of business on the date of transfer. The undersigned agrees to execute and deliver to Consumer USA such instruments of transfer and other documents as may be required to transfer title and to execute the obligations of the undersigned. The undersigned agrees to indemnify Consumer USA against liability for any personal taxes of the undersigned based on or measured by income received by the undersigned from the Proprietorship. The undersigned also agrees to indemnify the corporation against any loss sustained by reason of liens, claims, and encumbrances, fixed or contingent, not reflected on said balance sheet.

If these terms and conditions are acceptable execute the acceptance in the space provided below and it will become a binding agreement between Consumer USA and Charles Stuart and Sons.

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Charles Stuart

The above offer was accepted by the Board of Directors of Consumer USA, a Delaware corporation on September 3rd 2011.

By: .....  
John Miller, President

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Peter Miller, Secretary