

## **ASSIGNMENT AND AMENDATORY AGREEMENT**

**THIS ASSIGNMENT AND AMENDATORY AGREEMENT** is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado ("City"), and **THE ABO CO-OP, LLC**, a Colorado limited liability company, whose address is 12600 W., Colfax Ave, Suite C105, Lakewood, CO 80215 and **THE ABO GROUP, INC.**, a Colorado limited liability company, whose address is 12600 W., Colfax Ave, Suite C105, Lakewood, CO 80215 . The Abo Co-op, LLC, and The Abo Group, Inc., are jointly referred to herein as Consultants.

### **RECITALS:**

**WHEREAS**, the City and The Abo Group, Inc., previously entered into an On-Call Professional Services Agreement dated July 14, 2023 (the "Agreement"), to secure professional services and related services to support the Department's Project Delivery Administration on an "as needed" basis; and

**WHEREAS**, The Abo Group, Inc., has assigned the Agreement to The Abo Co-op, LLC, as outlined in **Exhibit E** which is attached and incorporated to this Agreement;

**WHEREAS**, the City and the Consultants mutually desire to amend the Agreement.

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants and obligations herein set forth, the parties hereto mutually agree as follows:

1. The Abo Co-op, LLC, agrees to be bound by and perform the Agreement in accordance with the conditions of the Agreement. The Abo Co-op, LLC, also assumes all obligations and liabilities of, and all claims against The Abo Group, Inc., under the Agreement as if The Abo Co-op, LLC, was the original party to the Agreement.

2. The Abo Co-op, LLC, ratifies all previous actions taken by The Abo Group, Inc., with respect to the Agreement, with the same force and effect as if the action had been taken by The Abo Co-op, LLC.

3. The City recognizes The Abo Co-op, LLC, as The Abo Group, Inc.'s successor in interest in and to the Agreement and consents to the assignment of the Agreement from The Abo

Group, Inc., to The Abo Co-op, LLC, as if The Abo Co-op, LLC, was the original party to the Agreement.

4. All payments and reimbursement made by the City to The Abo Group, Inc., under the Agreement shall be considered to have discharged the City's obligations under those parts of the Agreement.

5. The Parties hereby acknowledge that the Consultant previously referred to herein as The Abo Group, Inc., shall now be referred to as The Abo Co-op, LLC, and further the parties hereby agree to assign and transfer all responsibilities and obligations of the Consultant under the Agreement from The Abo Group, Inc., to The Abo Co-op, LLC. As such, the term "Consultant" shall henceforth, refer to The Abo Co-op, LLC.

6. A new section 6.29 entitled "**Compliance with Denver Wage Laws**", is hereby being added to the Agreement to read as follows:

**"6.29 Compliance with Denver Wage Laws.** To the extent applicable to the Consultant's provision of Services hereunder, the Consultant shall comply with, and agrees to be bound by, all rules, regulations, requirements, conditions, and City determinations regarding the City's Minimum Wage and Civil Wage Theft Ordinances, Sections 58-1 through 58-26 D.R.M.C., including, but not limited to, the requirement that every covered worker shall be paid all earned wages under applicable state, federal, and city law in accordance with the foregoing D.R.M.C. Sections. By executing this Agreement, the Consultant expressly acknowledges that the Consultant is aware of the requirements of the City's Minimum Wage and Civil Wage Theft Ordinances and that any failure by the Consultant, or any other individual or entity acting subject to this Agreement, to strictly comply with the foregoing D.R.M.C. Sections shall result in the penalties and other remedies authorized therein."

7. As herein amended, the Agreement is affirmed and ratified in each and every particular.

8. This Assignment and Amendatory Agreement will not be effective or binding on the City until it has been fully executed by all required signatories of the City and County of Denver, and if required by Charter, approved by the City Council.

**Contract Control Number:**  
**Contractor Name:**

DOTI-202579128-01 [202368018-01]  
the abo co-op, LLC  
The Abo Group, Inc.

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at  
Denver, Colorado as of:

**SEAL****CITY AND COUNTY OF DENVER:**

**ATTEST:**  
  
By: \_\_\_\_\_  
  
\_\_\_\_\_

**APPROVED AS TO FORM:**  
  
Attorney for the City and County of Denver  
  
By: \_\_\_\_\_

**REGISTERED AND COUNTERSIGNED:**  
  
By: \_\_\_\_\_  
  
By: \_\_\_\_\_  
  
\_\_\_\_\_

**Contract Control Number:** DOTI-202579128-01 [202368018-01]  
**Contractor Name:** the abo co-op, LLC

By:  2B9F549E8C9C41D...

Name: RON ABO  
(please print)  
Title: President  
(please print)

ATTEST: [if required]

By: \_\_\_\_\_

Name: \_\_\_\_\_  
(please print)

Title: \_\_\_\_\_  
(please print)



**Contract Control Number:** DOTI-202579128-01 [202368018-01]  
**Contractor Name:** The Abo Group, Inc.

By:  2B9F549E8C9C41D...

Name: RON ABO  
(please print)  
Title: President  
(please print)

ATTEST: [if required]

By: \_\_\_\_\_

Name: \_\_\_\_\_  
(please print)

Title: \_\_\_\_\_  
(please print)

## Exhibit E

### ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (this “**Agreement**”) dated as of December 31, 2024, is entered into between The Abo Group, Inc., a Colorado corporation (“**Seller**”) and the abo co-op, LLC, a Colorado limited liability company (“**Buyer**”).

WHEREAS, Seller is engaged in the business of providing architecture, site planning, master planning, facility programming, interior design, space planning, construction administrations, historic preservation, and urban design services (the “**Business**”); and

WHEREAS, Seller wishes to sell and assign to Buyer, and Buyer wishes to purchase and assume from Seller, substantially all the assets and liabilities of the Business, subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

#### Article I. PURCHASE AND SALE

Section 1.01 Purchase and Sale. Subject to the terms and conditions set forth herein, at the Closing, Seller shall sell, convey, assign, transfer and deliver to Buyer, and Buyer shall purchase from Seller, all of Seller's right, title and interest in, to and under all of the tangible and intangible assets, properties and rights of every kind and nature and wherever located (other than the Excluded Assets), which relate to, or are used or held for use in connection with, the Business (collectively, the “**Purchased Assets**”), including the following:

- (a) Cash and cash equivalents specified by Seller prior to the Closing in accordance with Section 1.04;
- (b) all accounts receivable of the Business (“**Accounts Receivable**”);
- (c) all inventory, finished goods, raw materials, work in progress, packaging, supplies, parts and other inventories of the Business (“**Inventory**”);
- (d) all Material Contracts (the “**Assigned Contracts**”), and any such Assigned Contracts which are not assignable at Closing will be governed by Section 1.06, unless such Contract is set forth on Section 1.01(d) of the Disclosure Schedules as an Excluded Contract. For purposes of this Agreement: (i) “**Contracts**” means all contracts, leases, licenses, instruments, notes, commitments, undertakings, indentures, joint ventures and all other agreements, commitments and legally binding arrangements, whether written or oral; and (ii) “**Disclosure Schedules**” means the disclosure schedules delivered by Seller and Buyer concurrently with the execution and delivery of this Agreement;
- (e) all furniture, fixtures, equipment, machinery, tools, vehicles, office equipment, supplies, computers, telephones and other tangible personal property of the Business (the “**Tangible Personal Property**”);
- (f) all prepaid expenses, credits, advance payments, security, deposits, charges, sums and fees to the extent related to any Purchased Assets;
- (g) all of Seller's rights under warranties, indemnities and all similar rights against third parties to the extent related to any Purchased Assets;

- (h) all leasehold interests in all of the real property leased or otherwise used or occupied by Seller, including the leased real property located at 12600 W Colfax Ave Suite C-105, Lakewood, CO 80215, including all improvements and fixtures thereon and all rights and easements appurtenant thereto;
- (i) all of the intangible rights and property of Seller, including (i) any IP exploited by, held for exploitation by, owned (in whole or in part), purported to be owned (in whole or in part) by or licensed to Seller ("**Seller's IP**"), and (ii) going concern value and goodwill of the Business. For purposes of this Agreement, (A) "**IP**" means (1) rights in patents, patent applications and patentable subject matter, whether or not the subject of an application, (2) rights in trademarks, service marks, trade names, trade dress and other designators of origin, registered or unregistered, (3) rights in copyrightable subject matter or protectable designs, registered or unregistered, (4) trade secrets, (5) rights in internet domain names, uniform resource locators and e-mail addresses, (6) know-how, (7) all other intellectual and industrial property rights or proprietary rights of every kind and nature and however designated, whether arising by operation of Law, Contract, license or otherwise, including the right to sue and release past infringement of any of the foregoing, and (8) all applications and registrations for any of the foregoing; and (B) "**Law**" means any constitution, law, ordinance, order, decree, principle of common law, rule, regulation, statute or treaty of any Governmental Authority;
- (j) all websites, social media accounts, mobile applications and telephone, telecopy and email addresses and listings which relate to, or are used or held for use in connection with, the Business;
- (k) all Personally Identifiable Information collected, held, owned or controlled by Seller;
- (l) originals or, where not available, copies, of all books and records, including books of account, ledgers and general, financial and accounting records, machinery and equipment maintenance files, customer lists, customer purchasing histories, price lists, distribution lists, supplier lists, production data, quality control records and procedures, customer complaints and inquiry files, research and development files, records and data (including all correspondence with any federal, state, local or foreign government or political subdivision thereof, or any agency or instrumentality of such government or political subdivision, or any arbitrator, court or tribunal of competent jurisdiction (each, a "**Governmental Authority**")), sales material and records, strategic plans and marketing and promotional surveys, material and research (collectively, "**Books and Records**"); and
- (m) all goodwill associated with any of the assets described in the foregoing clauses.

Section 1.02 Excluded Assets. Other than the Purchased Assets, Buyer expressly understands and agrees that it is not purchasing or acquiring, and Seller is not selling or assigning, any other assets or properties of Seller, and all such other assets and properties shall be excluded from the Purchased Assets (collectively, the "**Excluded Assets**"). Excluded Assets include the assets, properties and rights specifically set forth on Section 1.02 of the Disclosure Schedules.

Section 1.03 Assumed Liabilities.

- (a) Subject to the terms and conditions set forth herein, Buyer shall assume and agree to pay, perform and discharge when due any and all Liabilities of Seller arising out of or relating to the Business or the Purchased Assets on or after the Closing, other than the Excluded Liabilities (collectively, the "**Assumed Liabilities**"), including the following:



- (i) all trade accounts payable of Seller to third parties in connection with the Business that remain unpaid as of the Closing Date;
- (ii) all Liabilities arising under or relating to the Assigned Contracts;
- (iii) all Liabilities for (A) Taxes relating to the Business, the Purchased Assets or the Assumed Liabilities for any taxable period (or any portion thereof) beginning after the Closing Date and (B) Taxes for which Buyer is liable pursuant to Section 5.02; and
- (iv) all other Liabilities arising out of or relating to Buyer's ownership or operation of the Business and the Purchased Assets on or after the Closing.

For purposes of this Agreement, "**Liabilities**" means liabilities, obligations or commitments of any nature whatsoever, whether asserted or unasserted, known or unknown, absolute or contingent, accrued or unaccrued, matured or unmatured or otherwise.

- (b) Buyer shall not assume and shall not be responsible to pay, perform or discharge any of the following Liabilities of Seller (collectively, the "**Excluded Liabilities**"):
  - (i) any Liabilities arising out of or relating to Seller's ownership or operation of the Business and the Purchased Assets prior to the Closing Date;
  - (ii) any Liabilities relating to or arising out of the Excluded Assets;
  - (iii) any Liabilities for (A) Taxes relating to the Business, the Purchased Assets or the Assumed Liabilities for any taxable period (or any portion thereof) ending on or prior to the Closing Date and (B) any other Taxes of Seller (other than Taxes allocated to Buyer under Section 5.02) for any taxable period; and
  - (iv) any Liabilities of Seller arising or incurred in connection with the negotiation, preparation, investigation and performance of this Agreement, the other Transaction Documents and the transactions contemplated hereby and thereby, including fees and expenses of counsel, accountants, consultants, advisers and others.

Section 1.04 Purchase Price. The aggregate purchase price for the Purchased Assets shall be \$1,100,000, subject to adjustment in the manner set forth herein (the "**Purchase Price**"), plus the assumption of the Assumed Liabilities. Buyer shall pay the Purchase Price pursuant to the promissory note and security agreement attached hereto as Exhibits A and B respectively (the "**Promissory Note**" and the "**Security Agreement**"). Prior to the Closing, Seller shall prepare and deliver to Buyer a statement setting forth the cash and cash equivalents, accounts receivable, and prepaid expenses of the of the Business to be transferred pursuant to this Agreement (the "**Closing Adjustment**"). The Purchase Price shall be increased by the amount of the Closing Adjustment.

Section 1.05 Allocation of Purchase Price. The Purchase Price and the Assumed Liabilities shall be allocated among the Purchased Assets for all purposes (including Tax and financial accounting) in the manner provided by Seller's tax counsel (the "**Allocation Schedule**"). The Allocation Schedule shall be prepared in accordance with Section 1060 of the Internal Revenue Code of 1986, as amended. Buyer and Seller shall file all returns, declarations, reports, information returns and statements and other documents relating to Taxes (including amended returns and claims for refund) ("**Tax Returns**") in a manner consistent with the Allocation Schedule.

Section 1.06 Non-Assignable Assets.

- (a) Notwithstanding anything to the contrary in this Agreement, this Agreement shall not constitute a sale, assignment or transfer of any Purchased Asset if such sale, assignment or transfer: (i) violates applicable Law; or (ii) requires the consent or waiver of a Person who is not a party to this Agreement or an Affiliate of a party to this Agreement and such consent or waiver has not been obtained prior to the Closing.
- (b) Following the Closing, Seller and Buyer shall use commercially reasonable efforts, and shall cooperate with each other, to obtain any such required consent or waiver, or any release, substitution or amendment required to novate all Liabilities under any and all Assigned Contracts or other Liabilities that constitute Assumed Liabilities or to obtain in writing the unconditional release of all parties to such arrangements, so that, in any case, Buyer shall be solely responsible for such Liabilities from and after the Closing Date; provided, however, that neither Seller nor Buyer shall be required to pay any consideration therefor. Once such consent, waiver, release, substitution or amendment is obtained, Seller shall sell, assign and transfer to Buyer the relevant Purchased Asset to which such consent, waiver, release, substitution or amendment relates for no additional consideration. Applicable sales, transfer and other similar Taxes in connection with such sale, assignment or transfer shall be paid by Buyer in accordance with Section 5.02.
- (c) To the extent that any Purchased Asset or Assumed Liability cannot be transferred to Buyer pursuant to this Section 1.06, Buyer and Seller shall use commercially reasonable efforts to enter into such arrangements (such as subleasing, sublicensing or subcontracting) to provide to the parties the economic and, to the extent permitted under applicable Law, operational equivalent of the transfer of such Purchased Asset and/or Assumed Liability to Buyer as of the Closing. Buyer shall, as agent or subcontractor for Seller, pay, perform and discharge fully the liabilities and obligations of Seller thereunder from and after the Closing Date. To the extent permitted under applicable Law, Seller shall, at Buyer's expense, hold in trust for and pay to Buyer promptly upon receipt thereof, all income, proceeds and other monies received by Seller from and after the Closing Date, to the extent related to such Purchased Asset in connection with the arrangements under this Section 1.06. Seller shall be permitted to set off against such amounts all direct costs associated with the retention and maintenance of such Purchased Assets.

Section 1.07 Withholding Taxes. Buyer shall be entitled to deduct and withhold from amounts otherwise payable pursuant to this Agreement such amounts as are required to be deducted and withheld under applicable law. The parties shall use commercially reasonable efforts to cooperate to mitigate or eliminate any such withholding to the maximum extent permitted by law. To the extent that amounts are so withheld and paid over to the appropriate tax authority by the Buyer, such withheld amounts shall be treated for all purposes of this Agreement as having been paid to the person in respect of which such deduction and withholding was made.

## Article II. CLOSING

Section 2.01 Closing. Subject to the terms and conditions of this Agreement, the consummation of the transactions contemplated by this Agreement (the "**Closing**") shall take place remotely by exchange of documents and signatures (or their electronic counterparts) simultaneously with the execution of this Agreement, or at such other time or place or in such other manner as Seller and Buyer may mutually agree upon in writing. The date on which the Closing is to occur is herein referred to as the "**Closing Date**."

Section 2.02 Seller Closing Deliverables.

- (a) At the Closing, Seller shall deliver to Buyer the following:



- (i) a bill of sale in the form of Exhibit C attached hereto (the "**Bill of Sale**") and duly executed by Seller, transferring the Tangible Personal Property included in the Purchased Assets to Buyer;
- (ii) an assignment and assumption agreement in the form of Exhibit D attached hereto (the "**Assignment and Assumption Agreement**") and duly executed by Seller, effecting the assignment to and assumption by Buyer of the Purchased Assets and the Assumed Liabilities; and
- (iii) such other customary instruments of transfer or assumption, filings or documents, in form and substance reasonably satisfactory to Buyer, as may be required to give effect to the transactions contemplated by this Agreement (collectively and together with the Bill of Sale, Assignment and Assumption Agreement, Promissory Note, and Security Agreement, the "**Transaction Documents**").

Section 2.03 Buyer Closing Deliverables.

- (a) At the Closing, Buyer shall deliver to Seller the following:
  - (i) The Promissory Note and Security Agreement, duly executed by Buyer; and
  - (ii) the Assignment and Assumption Agreement duly executed by Buyer.

Article III. REPRESENTATIONS AND WARRANTIES OF SELLER

Except as set forth in the Disclosure Schedules, Seller, and its directors, officers, shareholders, jointly and severally, represents and warrants to Buyer that the statements contained in this Article III are true and correct as of the date hereof and as of the Closing. As used in this Agreement, references to "knowledge" and variations thereof means the actual or constructive knowledge of such specified person, after reasonable inquiry and investigation.

Section 3.01 Organization and Authority. Seller is a corporation duly organized, validly existing and in good standing under the Laws of the State of Colorado. Seller has all necessary corporate power and authority to enter into this Agreement and the other Transaction Documents to which Seller is a party, to carry out its obligations hereunder and thereunder, and to consummate the transactions contemplated hereby and thereby. The execution and delivery by Seller of this Agreement and any other Transaction Document to which Seller is a party, the performance by Seller of its obligations hereunder and thereunder, and the consummation by Seller of the transactions contemplated hereby and thereby have been duly authorized by all requisite corporate action on the part of Seller. This Agreement and the Transaction Documents constitute legal, valid and binding obligations of Seller enforceable against Seller in accordance with their respective terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar Laws (as defined in Section 3.02 below) affecting creditors' rights generally and by general principles of equity (regardless of whether enforcement is sought in a proceeding at law or in equity).

Section 3.02 No Conflicts or Consents. The execution, delivery and performance by Seller of this Agreement and the other Transaction Documents to which it is a party, and the consummation of the transactions contemplated hereby and thereby, do not and will not: (a) violate or breach any provision of the certificate of incorporation or by-laws of Seller; (b) violate or breach any provision of any Law or Governmental Order applicable to Seller, the Business or the Purchased Assets; (c) require the consent, notice or other action by any Person under, conflict with, violate or breach, constitute a default under or result in the acceleration of any Assigned Contract; or (d) require any consent, permit, Governmental Order, filing or notice from, with or to any Governmental Authority by or with respect to Seller in connection with the execution and delivery of this Agreement and the other Transaction Documents and the consummation of the transactions contemplated hereby and thereby; except, in the cases of clauses (b) and (c), where the

violation, breach, conflict, default, acceleration or failure to obtain consent or give notice would not have a Material Adverse Effect and, in the case of clause (d), where such consent, permit, Governmental Order, filing or notice which, in the aggregate, would not have a Material Adverse Effect. For purposes of this Agreement: (i) "**Law**" means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law or other requirement or rule of law of any Governmental Authority; (ii) "**Governmental Order**" means any order, writ, judgment, injunction, decree, stipulation, determination or award entered by or with any Governmental Authority; (iii) "**Person**" means an individual, corporation, partnership, joint venture, limited liability company, Governmental Authority, unincorporated organization, trust, association or other entity; and (iv) "**Material Adverse Effect**" means any event, occurrence, fact, condition or change that is materially adverse to the business, results of operations, financial condition or assets of the Business, taken as a whole.

Section 3.03 Assigned Contracts. Seller is not in breach of or default under any Assigned Contract, except for such breaches or defaults that would not have a Material Adverse Effect.

Section 3.04 Legal Proceedings. There are no claims, actions, suits, investigations or other legal proceedings (collectively, "**Actions**") pending or, to Seller's knowledge, threatened against or by Seller relating to or affecting the Business, the Purchased Assets or the Assumed Liabilities, which if determined adversely to Seller would result in a Material Adverse Effect.

Section 3.05 Taxes.

- (a) Except as would not have a Material Adverse Effect, Seller has timely filed (taking into account any valid extensions) all material Tax Returns with respect to the Business required to be filed by Seller for any tax periods prior to Closing and has paid all Taxes (as defined below) shown thereon as owing. All such filed Tax Returns are true, correct and complete in all material respects. Seller is not currently the beneficiary of any extension of time within which to file any material Tax Return other than extensions of time to file Tax Returns obtained in the ordinary course of business.
- (b) All Taxes required to have been withheld and paid over to the appropriate Governmental Authorities in connection with amounts paid or owing to any employee, independent contractor or other service provider, creditor, shareholder, or other third party by or on behalf of Seller have been properly and timely withheld and paid in all material respects.
- (c) There are no ongoing audits, examinations or other administrative or court proceedings involving Taxes with respect to Seller or its assets, income or operations, and no such Tax audit, examination or other administrative or court proceeding is threatened or contemplated. No deficiencies for any Tax have been finally decided against or with respect to Seller or any of its assets which have not been settled and paid. Seller has not been notified in writing by any Governmental Authority in a jurisdiction where Seller does not file Tax Returns that Seller is or may be subject to taxation by that jurisdiction.
- (d) Seller is not a party to or bound by any Tax indemnity, Tax sharing, Tax allocation or similar Contract under which any liability could be imposed on Buyer.
- (e) There are no liens for Taxes on any of the Purchased Assets except for Taxes not yet due and payable.
- (f) The term "**Taxes**" means all federal, state, local, foreign and other income, gross receipts, sales, use, production, ad valorem, transfer, documentary, franchise, registration, profits, license, withholding, payroll, employment, unemployment, excise, severance, stamp, occupation, premium,



property (real or personal), customs, duties or other taxes, fees, assessments or charges of any kind whatsoever, together with any interest, additions or penalties with respect thereto.

Section 3.06 Financial Statements.

(a) Seller has delivered to Buyer the balance sheets, statements of cash flows and statements of income of Seller as of the twelve month periods ending December 31, 2023 December 31, 2022, and December 31, 2021 (the “**Unaudited Annual Financial Statements**”) and the balance sheets and statements of income for the nine (9)-month period ending September 30, 2024 (the “**Interim Financial Statements**,” and, collectively with the Unaudited Annual Financial Statements, the “**Financial Statements**”). The Financial Statements have been prepared in accordance with the books and records of Seller (which books and records are true, complete and correct in all material respects) on a basis consistent with past practice in all material respects.

(b) Seller has no Liabilities (and there is no reasonable basis for any present or future Proceeding against Seller giving rise to any Liability) of any nature, whether absolute, accrued, continued or otherwise, except for any Liabilities (i) fully reflected or reserved against in the Financial Statements or (ii) that have arisen in the ordinary course of business since the date of the balance sheet in the Interim Financial Statements (which does not arise out of, relate to or result from and which is not in the nature of and was not caused by any breach of contract, breach of warranty, tort, infringement or other violation of Law). For purposes of this Agreement, “**Proceeding**” means any action, arbitration, charge, claim, hearing, litigation, subpoena or suit (whether civil, criminal, administrative, judicial or investigative, whether formal or informal, whether public or private) commenced, brought, conducted or heard by or before any Governmental Authority.

(c) Seller has delivered to Buyer an accurate and complete aging of all accounts payable of Seller as of the date of the Interim Financial Statements. No account payable of Seller is delinquent in its payment. Seller has paid its accounts payable in the ordinary course of business and has not delayed or deferred any payables. Seller does not have any accounts payable or loans payable to any affiliate or any of its directors, officers, shareholders, or employees.

(d) Seller has delivered to Buyer an accurate and complete aging of all accounts receivable of Seller as of the date of the Interim Financial Statements. All accounts receivable of Seller have arisen from bona fide transactions in the ordinary course of business and are valid and enforceable claims, not subject to any counterclaim or setoff.

(e) Except as disclosed pursuant to the foregoing provisions of this Section 3.06, Seller does not owe any amount under any Indebtedness or in respect of any account payable that is overdue or that Seller has disputed or determined to dispute or refuse to pay (whether or not in good faith). For purposes of this Agreement, “**Indebtedness**” means, without duplication, (i) any indebtedness of Seller for borrowed money, whether current, short-term or long-term and whether secured or unsecured, (ii) any indebtedness of Seller evidenced by a note, bond, debenture or other similar instrument or debt security, (iii) all obligations in respect of letters of credit, bankers’ acceptances and similar facilities issued for the account of Seller (but solely to the extent drawn), (iv) all obligations of Seller as lessee that are required to be capitalized in accordance with GAAP, (v) deposits payable or deferred revenue, (vi) any accrued but unpaid Tax obligations of Seller for Pre-Closing Tax Periods; and (vii) any guarantee of any of the foregoing and including any accrued interest, fees or other expenses regarding any of the foregoing, including any prepayment penalties or premiums, consent fees, break fees or similar payments or contractual charges.



Section 3.07 No Material Adverse Change. Except as disclosed pursuant to Section 3.07 of the Disclosure Schedules, there has not been, with respect to Seller, any:

(a) event, occurrence, fact, condition or change that has had, or could reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect;

(b) change in any method of accounting or accounting practice of the Business, except as required by GAAP in connection with the preparation of the Financial Statements;

(c) purchase, sale, redemption or acquisition of Seller's common stock or any other ownership interests, capital stock, or other equity security of Seller;

(d) change in Seller's cash management practices and its policies, practices, and procedures with respect to collection of accounts receivable, establishment of reserves for uncollectible accounts, accrual of accounts receivable, inventory control, prepayment of expenses, payment of trade accounts payable, accrual of other expenses, deferral of revenue and acceptance of customer deposits;

(e) entry into any Contract that would constitute a Material Contract, except as previously disclosed to Buyer, and other than in the ordinary course of business consistent with past practices;

(f) incurrence, assumption or guarantee of any Indebtedness for borrowed money except unsecured current obligations and liabilities incurred in the ordinary course of business consistent with past practice;

(g) transfer, assignment, sale or other disposition of any of the Purchased Assets shown or reflected in the Financial Statements or cancellation of any debts or entitlements;

(h) cancellation of any debts, claims, amendment, or termination or waiver of any rights constituting Purchased Assets;

(i) material damage, destruction, or loss (whether or not covered by insurance) of any assets;

(j) acceleration, termination, material modification to or cancellation of any Material Contract;

(k) imposition of any Encumbrance upon any of the Purchased Assets, other than in the ordinary course of business consistent with past practices. For purposes of this Agreement "**Encumbrance**" means any charge, claim, community property interest, pledge, condition, equitable interest, lien (statutory or other), option, security interest, mortgage, easement, encroachment, right of way, right of first refusal, or restriction of any kind, including any restriction on use, voting, transfer, receipt of income or exercise of any other attribute of ownership, Tax liens, mechanics' liens, easements or zoning encumbrances or any liens in equipment leases or sales contracts;

(l) (1) grant of any bonuses, or increase in any wages, salary, severance, other than as provided for in any written agreements or required by applicable Law, (2) change in the terms of employment for any employee or any termination of any employees for which the aggregate costs and expenses exceed \$20,000, or (3) action to accelerate the vesting or payment of any compensation or benefit for any current or former employee, officer, manager, independent contractor or consultant;

(m) adoption, modification or termination of any: (1) employment, severance, retention or other agreement with any current or former employee, officer, director, independent contractor or

consultant, (2) Benefit Plan or (3) collective bargaining or other agreement with a union, in each case whether written or oral;

(n) any loan to (or forgiveness of any loan to), or entry into any other transaction with, any of its shareholders, or current or former directors, officers, managers, and employees;

(o) adoption of any plan of merger, consolidation, reorganization, liquidation or dissolution or filing of a petition in bankruptcy under any provisions of federal or state bankruptcy Law or consent to the filing of any bankruptcy petition against it under any similar applicable Law;

(p) purchase, lease or other acquisition of the right to own, use or lease any property or assets in connection with the Business for an amount in excess of \$20,000, individually (in the case of a lease, per annum) or \$20,000 in the aggregate (in the case of a lease, for the entire term of the lease, not including any option term), except for purchases of inventory or supplies in the ordinary course of business consistent with past practice;

(q) (1) amendment to a Tax Return, (2) claims for Tax adjustments or assessments, (3) settlement of any Tax claim, audit or assessment, or (4) failure to pay any Tax or file any Tax Return when due; or

(r) any Contract to do any of the foregoing, or any action or omission that would result in any of the foregoing.

Section 3.08 Material Contracts.

(a) Seller has disclosed to Buyer an accurate and complete list of each oral or written Contract to which Seller is a party or by which the Purchased Assets are bound (collectively, "**Material Contracts**"), including each of the following:

(1) Contract pursuant to which Seller has paid or has an obligation to pay to any supplier, vendor or similar Person in excess of \$20,000 annually;

(2) Contract pursuant to which Seller has the right to receive aggregate payments in excess of \$20,000 from customers, distributors or any other Person;

(3) Lease, sublease or similar Contract with any Person pursuant to which Seller is a lessor, sublessor, lessee or sublessee of any portion of real property (including the Leased Property);

(4) Contract pursuant to which Seller has incurred, guaranteed or issued any Indebtedness in excess of \$10,000 for each occurrence or \$20,000 in the aggregate;

(5) Contract for the sale of assets owned or leased by Seller with a book value of \$10,000 individually or \$20,000 in the aggregate (other than inventory sales in the ordinary course of business);

(6) Contract relating to any joint venture, partnership or similar arrangement;

(7) Contract for (A) the acquisition, merger or purchase of all or substantially all of the assets or business of a third-party, or (B) the purchase or sale of assets outside of the ordinary course of business for aggregate consideration payable by Seller of \$20,000 or more;



(8) any employment agreement or other Contract for the employment, hire or retention of any officer, employee, consultant, or independent contractor of Seller;

(9) Contract for the payment of severance benefits, retention bonuses, change in control payments, sale bonuses or other similar payments to any employee or other Person;

(10) any IP licenses and each other Contract relating to the acquisition, transfer, development, license, use or commercialization of IP or any waiver or release of rights in, to or under IP;

(11) Contracts of agency, representation, distribution or franchise that cannot be canceled by Seller without payment or penalty upon notice of 90 days or less;

(12) Contracts that restrict the ability of Seller to increase prices to a client or customer of the Business who purchased a material amount of goods or services from Seller in the previous fiscal year;

(13) Contract which constitutes a settlement agreement or similar Contract; or

(14) Contract, not otherwise identified above, pursuant to which Seller is obligated as of the date of this Agreement to make payments in excess of \$10,000 during the twelve (12)-month period following the date of this Agreement.

(b) Seller has made available to Buyer accurate copies of each written Material Contract (including all written amendments, modifications and supplements thereto). Seller has commemorated and disclosed all oral Material Contracts. All Material Contracts are valid, binding and enforceable against Seller and, to the knowledge of Seller, against the other parties thereto and is in full force and effect. Seller has performed all obligations required to be performed by it to date under the Material Contracts. Neither Seller nor, to the knowledge of Seller, any other Person is in violation, breach or default in any material respect of any Material Contract. To the knowledge of Seller, no event has occurred or circumstance exists that (with or without notice or lapse of time) may contravene in any material respect, conflict with or result in a violation in any material respect, default or breach in any material respect of, or give Seller or any other Person the right to declare a default or exercise any remedy under, or to accelerate the maturity or performance of, or to cancel, terminate or modify, any Material Contract.

Section 3.09 Insurance Policies. Seller has disclosed to Buyer an accurate and complete list of all of the insurance policies (specifying the insured, the insurer, the amount of coverage, type of insurance, the policy number, the expiration date, and the annual premium) maintained by or for the benefit of Seller, including any insurance related to general business coverage. All such policies are valid and binding and in full force and effect, all premiums due and payable thereon have been timely paid. Seller has not received any written notice of cancellation, non-renewal or termination in respect of any such policy or is in default thereunder. Seller has not received written notice that any insurer under any policy referred to in this Section 3.09 is denying liability with respect to an unresolved claim thereunder or defending such claim under a reservation of rights. Seller has held substantially similar policies including with respect to the amount of coverage and type of insurance from inception of the Business.

Section 3.10 Title to Purchased Assets. Seller has good and valid title to all of the Purchased Assets owned by it and, valid and enforceable leasehold interests in all tangible assets leased by it, in each case, free and clear of all Encumbrances.

Section 3.11 Real Property.

(a) Seller has disclosed to Buyer an accurate and complete list of all Premises leased, subleased or licensed by Seller, including the address, term and rent, for the operation of the Business (each, a “**Leased Property**”), and of all leases, subleases, licenses, amendments, lease guaranties, agreements and documents related thereto (collectively, the “**Leases**”). Seller has made available to Buyer accurate and complete copies of each such Lease. The Leases are valid, binding and enforceable against Seller and, to the knowledge of Seller, against the other parties, and is in full force and effect. Seller has not sublet any portion of the Leased Property or assigned any of its rights under the applicable Lease. Seller (i) has valid leasehold title to each Leased Property subject to a Lease, sufficient to allow Seller and its subsidiaries to conduct the Business as currently conducted and (ii) none of Seller or, to the knowledge of Seller, any other party to such Lease has violated any provision of, or taken or failed to take any act which, with or without notice, lapse of time, or both, would constitute a default under the provisions of such Lease. To the knowledge of Seller, there is no private restrictive covenant or governmental use restriction (including zoning) on all or any portion of the Leased Property that prohibits or materially interferes with the use of the Leased Property as currently used in the Business.

(b) Seller does not hold fee title to or otherwise own any real property.

Section 3.12 No Default. Seller is not and since January 1, 2021 has not been in default under any term or condition of any instrument evidencing, creating or securing any Indebtedness of Seller, and there has been no default in any material obligation to be performed by Seller under any other contract, lease, agreement, commitment or undertaking to which Seller is a party or by which it or its assets or properties are bound, nor has Seller waived any material right under any such contract, Lease, agreement, commitment or undertaking.

Section 3.13 Employment Matters.

(a) Seller has provided to Buyer: (i) a list of all full-time, part-time and per diem employees of Seller, including the job title, the full-time, exempt/non-exempt status under federal and state wage-and-hour Laws, part-time or per diem status of each employee; (ii) the current hourly or piece-work rate or annual base salary provided by Seller to such employees as of the date hereof, and their leave status (if any) and anticipated return date; and (iii) a list of all independent contractors of the (if any) of Seller, together with their respective names, dates of engagement, rates of pay and 2024 compensation.

(b) There is no unfair labor practice or other labor or employment-related complaint or grievance or other administrative or judicial complaint, charge, suit, action or investigation pending or threatened in writing against Seller by or before any other Governmental Authority with respect to any present or former employee or independent contractors. Seller has not received any demand letters or drafts of suits, charges or complaints related to any claims made by any employees, former employees or independent contractors.

(c) Seller has complied in all material respects with all applicable Laws relating to employment of labor or payment of wages. Any person currently or formerly performing services for Seller as a consultant or independent contractor has been properly so classified under all applicable Laws and was or is not in fact an employee of Seller. To the knowledge of Seller, no current or former employee or independent contractor has committed any act or omission giving rise, individually or in the aggregate, a Material Adverse Effect for any violation or breach by Seller of any applicable Law or Contract.



(d) Except to the extent of a fraudulent or wrongful act or misrepresentation by an employee (including by providing Seller with false or wrongfully obtained documentation), of which actions Seller has no knowledge, each employee of Seller is authorized to work in the United States. For each employee, (i) Seller has not received notice or other communication from any Governmental Authority regarding any violation or alleged violation of any Law relating to hiring, recruiting, employing of (or continuing to employ) anyone not authorized to work in the United States and (ii) Seller has in its files a Form I-9 that is validly and properly completed in accordance with Law for each United States-based employee for whom such form is required under applicable Law.

Section 3.14 Labor Matters. Seller is not party to or bound by any collective bargaining agreement or other material Contract with any labor union or labor organization (each, a “**Collective Bargaining Agreement**”). No labor union, labor organization, or group of employees of Seller has made a demand for recognition or certification, and there have not been any, representation or certification proceedings or petitions seeking a representation proceeding presently pending or, to the knowledge of Seller, threatened in writing to be brought or filed with the National Labor Relations Board or any other labor relations tribunal or authority with respect to any individuals employed by Seller. There are no ongoing or, to the knowledge of Seller, threatened union organization or decertification activities relating to employees of Seller and no such activities have occurred since January 1, 2021. There is no pending or, to the knowledge of Seller, threatened strike or labor dispute against or involving Seller or any employee.

Section 3.15 Proceedings; Pending Claims. There is no Proceeding pending or, to the knowledge of Seller, contemplated or threatened, and there has not been since January 1, 2011 any Proceeding, against Seller or any employee, officer, manager, direct or indirect equityholder or any of their respective Affiliates before any Governmental Authority of which would affect Seller, the Purchased Assets, Assumed Liabilities, the Leased Property or the Business. Seller is not currently planning to initiate any Proceeding before any Governmental Authority. Seller is not a party to, and is not bound by, any Governmental Order (or agreement entered into in any Proceeding with any Governmental Authority) with respect to or affecting the Businesses the Purchased Assets, or the condition (financial or otherwise) of Seller.

Section 3.16 Compliance with Applicable Laws. At all times since January 1, 2019, Seller has complied with, is currently in compliance with, and has operated the Business and maintained the Purchased Assets in compliance, in each case in all material respects, with all applicable Laws. Seller has not received from any Person or Governmental Authority any written or, to the knowledge of Seller, oral notification with respect to any alleged noncompliance or violation of any Law.

Section 3.17 Permits. Seller has obtained and possesses all certificates of occupancy, licenses, Permits (as defined below), authorizations and approvals required by Law or by any Governmental Authority having jurisdiction over the Seller or the Business or which are required to conduct the Business in the manner in which and in the jurisdictions and places where the Business is presently conducted (the “**Required Permits**”), and of the foregoing are in full force and effect. Seller is not in default in any material respect, and has not received any written notice of, and there is not, to the knowledge of Seller, any claim or threatened claim of default, with respect to any the Required Permit. To the knowledge of Seller, no present or former director, manager, officer, employee, or Affiliates, or any other Person owns or has any proprietary, financial or other interest (direct or indirect) in any Required Permit that Seller owns, possesses, operates under or pursuant to or uses. Seller has not been notified in writing by any Person during the immediately preceding twelve (12)-month period that such Person has rescinded, restricted, limited, suspended or not renewed, or intends to rescind, restrict, limit, suspend or not renew, any Required Permit or that penalties or other disciplinary action has been issued to, threatened to, or will be assessed or taken



against Seller by any such Person. “**Permits**” means all permits, licenses, franchises, approvals, authorizations, registrations, certificates, accreditations, variances, consents, waivers and similar rights obtained, or required to be obtained, from Governmental Authorities or quasi-governmental or self-regulatory body.

Section 3.18 No Subsidiaries. Seller does not have, or have the right to acquire, an ownership interest of any kind in any other Person.

Section 3.19 Intellectual Property.

(a) None of Seller’s IP is infringing, misappropriating or violating any rights with respect to any IP of any Person (and has not previously done so); and, there is no pending, threatened, or prior claim or proceeding alleging any such infringement, misappropriation or violation. No Person is infringing, misappropriating or violating any Seller’s IP (or has previously done so). All registered IP is valid, subsisting and enforceable. Seller’s IP licenses are valid, binding, and enforceable on all parties thereto. Seller is the sole and exclusive owner of the Owned IP free and clear of all Encumbrances. Seller lawfully owns, or otherwise has sufficient rights to all IP that is required to conduct the Business in the manner it is currently being conducted.

(b) The execution, delivery, and performance by Seller of this Agreement and the consummation of the transactions contemplated hereby will not, with or without notice or lapse of time, result in, or give any other Person the right or option to cause or declare, (i) a loss or impairment of, or lien on, any of Seller’s IP; (ii) a breach of or default under any IP licenses; (iii) the release, disclosure, or delivery of any of Seller’s IP by or to any Person; or (iv) the grant, assignment, or transfer to any other Person of any license or other right or interest under, to, or in any of Seller’s IP. Each item of Seller’s IP owned or exploited by Seller immediately prior to the Closing will be owned or available for exploitation by Buyer on identical terms and conditions immediately after the Closing. The IP included in the Seller’s IP provide all the IP that is necessary for Buyer to conduct the Business immediately after the Closing in the same manner as it is being conducted immediately prior to Closing.

Section 3.20 Privacy. Seller has complied in all respects with its published privacy policies, terms of use, contractual obligations, and internal policies and all applicable Laws relating to data privacy, protection and security, including with respect to the collection, storage, transmission, disclosure, destruction and use of information collected, held or controlled by Seller, including any Personally Identifiable Information (collectively, “**Collected Information**”). There has been no loss, damage, or unauthorized access, use, modification, or other misuse of any Collected Information. No Person has provided any notice, made any claim, or commenced any Proceeding with respect to loss, damage, or unauthorized access, use, modification, or other misuse of any Collected Information. The execution, delivery, and performance by Seller of this Agreement and the consummation of the transactions contemplated hereby do not violate any privacy policy, terms of use, Contract or applicable Laws relating to the use, dissemination, or transfer of any Collected Information. For purposes of this Agreement, “**Personally Identifiable Information**” means any information that specifically identifies, or is capable of identifying, any individual Person, including any information that could be associated with such individual, such as an address, email address, telephone number, health information, financial information, drivers’ license number, location information, or government issued identification number.

Section 3.21 Brokers. No broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the transactions contemplated by this Agreement or any other Transaction Document based upon arrangements made by or on behalf of Seller.



Section 3.22 No Other Representations and Warranties. Except for the representations and warranties contained in this Article III (including the related portions of the Disclosure Schedules), neither Seller nor any other Person has made or makes any other express or implied representation or warranty, either written or oral, on behalf of Seller, including any representation or warranty as to the accuracy or completeness of any information, documents or material regarding the Business and the Purchased Assets furnished or made available to Buyer and its Representatives in any form. For purposes of this Agreement, "**Representative**" means, with respect to any Person, any and all directors, officers, employees, consultants, financial advisors, counsel, accountants and other agents of such Person.

#### Article IV. REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to Seller that the statements contained in this Article IV are true and correct as of the date hereof.

Section 4.01 Organization and Authority. Buyer is a limited liability company duly organized, validly existing and in good standing under the Laws of the State of Colorado. Buyer has all necessary power and authority to enter into this Agreement and the other Transaction Documents to which Buyer is a party, to carry out its obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby. The execution and delivery by Buyer of this Agreement and any other Transaction Document to which Buyer is a party, the performance by Buyer of its obligations hereunder and thereunder and the consummation by Buyer of the transactions contemplated hereby and thereby have been duly authorized by all requisite corporate action on the part of Buyer. This Agreement and the Transaction Documents constitute legal, valid and binding obligations of Buyer enforceable against Buyer in accordance with their respective terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar Laws affecting creditors' rights generally and by general principles of equity (regardless of whether enforcement is sought in a proceeding at law or in equity).

Section 4.02 No Conflicts; Consents. The execution, delivery and performance by Buyer of this Agreement and the other Transaction Documents to which it is a party, and the consummation of the transactions contemplated hereby and thereby, do not and will not: (a) violate or breach any provision of the operating agreement or formation documents of Buyer; (b) violate or breach any provision of any Law or Governmental Order applicable to Buyer; (c) require the consent, notice or other action by any Person under, conflict with, violate or breach, constitute a default under or result in the acceleration of any agreement to which Buyer is a party; or (d) require any consent, permit, Governmental Order, filing or notice from, with or to any Governmental Authority by or with respect to Buyer in connection with the execution and delivery of this Agreement and the other Transaction Documents and the consummation of the transactions contemplated hereby and thereby; except, in the cases of clauses (b) and (c), where the violation, breach, conflict, default, acceleration or failure to obtain consent or give notice would not have a material adverse effect on Buyer's ability to consummate the transactions contemplated hereby and, in the case of clause (d), where such consent, permit, Governmental Order, filing or notice which, in the aggregate, would not have a material adverse effect on Buyer's ability to consummate the transactions contemplated hereby.

Section 4.03 Legal Proceedings. There are no Actions pending or, to Buyer's knowledge, threatened against or by Buyer that challenge or seek to prevent, enjoin or otherwise delay the transactions contemplated by this Agreement.

Section 4.04 Brokers. No broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the transactions contemplated by this Agreement or any other Transaction Document based upon arrangements made by or on behalf of Buyer.



Section 4.05 Independent Investigation. Buyer has conducted its own independent investigation, review and analysis of the Business and the Purchased Assets and acknowledges that it has been provided adequate access to the personnel, properties, assets, premises, books and records and other documents and data of Seller for such purpose. In making its decision to enter into this Agreement and to consummate the transactions contemplated hereby, Buyer has relied upon its own investigation and the express representations and warranties of Seller set forth in Article III of this Agreement (including related portions of the Disclosure Schedules) ; and (b) neither Seller nor any other Person has made any representation or warranty as to Seller, the Business, the Purchased Assets or this Agreement, except as expressly set forth in Article III of this Agreement (including the related portions of the Disclosure Schedules).

#### Article V. COVENANTS

Section 5.01 Further Assurances. Following the Closing, each of the parties hereto shall, and shall cause their respective Affiliates to, execute and deliver such additional documents, instruments, conveyances and assurances and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement and the other Transaction Documents.

Section 5.02 Transfer Taxes. All transfer, sales, use, registration, documentary, stamp, value added and other such Taxes and fees (including any penalties and interest) incurred in connection with this Agreement and the other Transaction Documents, if any, shall be borne and paid by Buyer when due. Buyer shall, at its own expense, timely file any Tax Return or other document with respect to such Taxes or fees (and Seller shall cooperate with respect thereto as necessary).

#### Article VI. INDEMNIFICATION

Section 6.01 Survival. Subject to the limitations and other provisions of this Agreement, the representations and warranties contained herein shall survive the Closing and shall remain in full force and effect until the date that is five (5) years from the Closing Date. None of the covenants or other agreements contained in this Agreement shall survive the Closing Date other than those which by their terms contemplate performance after the Closing Date, and each such surviving covenant and agreement shall survive the Closing for the period contemplated by its terms. Notwithstanding the foregoing, any claims asserted in good faith with reasonable specificity (to the extent known at such time) and in writing by notice from the non-breaching party to the breaching party prior to the expiration date of the applicable survival period shall not thereafter be barred by the expiration of such survival period and such claims shall survive until finally resolved.

Section 6.02 Seller Indemnification. Subject to the other terms and conditions of this Article VI, from and after the Closing, Seller shall indemnify Buyer against, and shall hold Buyer harmless from and against, any and all losses, damages, liabilities, deficiencies, Actions, judgments, interest, awards, penalties, fines, costs or expenses of whatever kind, including reasonable attorneys' fees (collectively, "**Losses**"), incurred or sustained by, or imposed upon, Buyer based upon, arising out of, with respect to or by reason of:

- (a) any inaccuracy in or breach of any of the representations or warranties of Seller contained in this Agreement;
- (b) any breach or non-fulfillment of any covenant, agreement or obligation to be performed by Seller pursuant to this Agreement; or
- (c) any Excluded Asset or any Excluded Liability.

Section 6.03 Buyer Indemnification. Subject to the other terms and conditions of this Article VI, from and after the Closing, Buyer shall indemnify Seller against, and shall hold Seller harmless from and against,



any and all Losses incurred or sustained by, or imposed upon, Seller based upon, arising out of or with respect to:

- (a) any inaccuracy in or breach of any of the representations or warranties of Buyer contained in this Agreement;
- (b) any breach or non-fulfillment of any covenant, agreement or obligation to be performed by Buyer pursuant to this Agreement; or
- (c) any Assumed Liability.

Section 6.04 Certain Limitations. The party making a claim under this Article VI is referred to as the "**Indemnified Party**," and the party against whom such claims are asserted under this Article VI is referred to as the "**Indemnifying Party**." The indemnification provided for in Section 6.02 and Section 6.03 shall be subject to the following limitations:

- (a) The Indemnifying Party shall not be liable to the Indemnified Party for indemnification under Section 6.02(a) or Section 6.03(a), as the case may be, until the aggregate amount of all Losses in respect of indemnification under Section 6.02(a) or Section 6.03(a) exceeds twenty thousand dollars (\$20,000) (the "**Deductible**"), in which event the Indemnifying Party shall only be required to pay or be liable for Losses in excess of the Deductible.
- (b) The aggregate amount of all Losses for which an Indemnifying Party shall be liable pursuant to Section 6.02(a) or Section 6.03(a), as the case may be, shall not exceed the Purchase Price.
- (c) In no event shall any Indemnifying Party be liable to any Indemnified Party for any punitive, incidental, consequential, special or indirect damages, including loss of future revenue or income, loss of business reputation or opportunity relating to the breach or alleged breach of this Agreement, or diminution of value or any damages based on any type of multiple.
- (d) The representations, warranties and covenants of the Indemnifying Party, and the Indemnified Party's right to indemnification with respect thereto, shall not be affected or deemed waived by reason of any investigation made by or on behalf of the Indemnified Party (including by any of its representatives) or by reason of the fact that the Indemnified Party or any of its representatives knew or should have known that any such representation or warranty is, was or might be inaccurate.

Section 6.05 Indemnification Procedures. Whenever any claim shall arise for indemnification hereunder, the Indemnified Party shall promptly provide written notice of such claim to the Indemnifying Party. Such notice by the Indemnified Party shall: (a) describe the claim in reasonable detail; (b) include copies of all material written evidence thereof; and (c) indicate the estimated amount, if reasonably practicable, of the Loss that has been or may be sustained by the Indemnified Party. In connection with any claim giving rise to indemnity hereunder resulting from or arising out of any Action by a Person who is not a party to this Agreement, the Indemnifying Party, at its sole cost and expense and upon written notice to the Indemnified Party, may assume the defense of any such Action with counsel reasonably satisfactory to the Indemnified Party. The Indemnified Party shall be entitled to participate in the defense of any such Action, with its counsel and at its own cost and expense, subject to the Indemnifying Party's right to control the defense thereof. If the Indemnifying Party does not assume the defense of any such Action, the Indemnified Party may, but shall not be obligated to, defend against such Action in such manner as it may deem appropriate, including settling such Action, after giving notice of it to the Indemnifying Party, on such terms as the Indemnified Party may deem appropriate and no action taken by the Indemnified Party in accordance with such defense and settlement shall relieve the Indemnifying Party of its indemnification obligations herein provided with respect to any damages resulting therefrom. Seller and Buyer shall



cooperate with each other in all reasonable respects in connection with the defense of any claim, including: (i) making available records relating to such claim; and (ii) furnishing, without expense (other than reimbursement of actual out-of-pocket expenses) to the defending party, management employees of the non-defending party as may be reasonably necessary for the preparation of the defense of such claim. The Indemnifying Party shall not settle any Action without the Indemnified Party's prior written consent (which consent shall not be unreasonably withheld, conditioned or delayed).

Section 6.06 Tax Treatment of Indemnification Payments. All indemnification payments made under this Agreement shall be treated by the parties as an adjustment to the Purchase Price for Tax purposes, unless otherwise required by Law.

## Article VII. GENERAL PROVISIONS

Section 7.01 Expenses. Except as otherwise expressly provided herein (including Section 5.02 hereof), all costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring such costs and expenses.

Section 7.02 Notices. All notices, claims, demands and other communications hereunder shall be in writing and shall be deemed to have been given: (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or email of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the addresses set forth on the signature page (or at such other address for a party as shall be specified in a notice given in accordance with this Section 7.02).

Section 7.03 Interpretation; Headings. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

Section 7.04 Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement.

Section 7.05 Entire Agreement. This Agreement and the other Transaction Documents constitute the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein and therein, and supersede all prior and contemporaneous representations, warranties, understandings and agreements, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements in the body of this Agreement and those in the other Transaction Documents, the Exhibits and the Disclosure Schedules (other than an exception expressly set forth as such in the Disclosure Schedules), the statements in the body of this Agreement will control.

Section 7.06 Successors and Assigns; Assignment. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective successors and permitted assigns. Neither party may assign any of its rights or obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld, conditioned or delayed. Any purported assignment in violation of this Section shall be null and void. No assignment shall relieve the assigning party of any of its obligations hereunder.

Section 7.07 Amendment and Modification; Waiver. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No failure to exercise, or delay in exercising, any right or remedy arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right or remedy.

Section 7.08 Governing Law; Submission to Jurisdiction. All matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the internal laws of the State of Colorado without giving effect to the conflict of law provisions thereof to the extent such provisions would require or permit the application of the laws of any jurisdiction other than the State of Colorado. Any legal suit, action, proceeding or dispute arising out of or relating to this Agreement, the other Transaction Documents or the transactions contemplated hereby or thereby may be instituted in the federal courts of the United States of America or the courts of the State of Colorado in each case located in the city and county of Denver, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, proceeding or dispute.

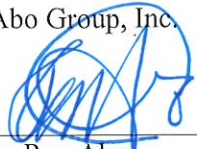




Section 7.09 Attorney Fees. If any party institutes any legal suit, action, or proceeding against the other party arising out of or related to this Agreement, including but not limited to contract, equity, tort, fraud, and statutory claims, the substantially prevailing party in the suit, action or proceeding is entitled to receive, and the non-prevailing party shall pay, in addition to all other remedies to which the prevailing party may be entitled, the costs and expenses incurred by the prevailing party in conducting or defending the suit, action, or proceeding, including reasonable attorneys' fees and expenses and court costs, even if not recoverable by law.

Section 7.10 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

\_[SIGNATURE PAGE FOLLOWS]



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

<p><b>SELLER:</b> The Abo Group, Inc.</p> <p>By:  Name: Ron Abo Title: Director</p> <p>Address: <u>45 HILLSIDE DR.</u> <u>WHEAT RIDGE, CO.</u></p> <p>Email: <u>ron@theabogroup.com</u></p>	<p><b>BUYER:</b> the abo co-op, LLC</p> <p>By:  Name: Lisa Abo Title: Director</p> <p>By:  Name: Ron Abo Title: Director</p> <p>By:  Name: Kevin Gilliland Title: Director</p> <p>By:  Name: James Fraser Title: Director</p> <p>Address: <u>6400 W. DAVID DRIVE</u> <u>LITTLETON, CO 80128</u></p> <p>Email: <u>JIM@THEABOGROUP.COM</u></p>
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*Handwritten notes in Buyer section:*  
 45 Hillside Dr. Wheat Ridge, CO 80215  
 Lisa@theabogroup.com  
 45 Hillside Dr. Wheat Ridge, CO. ron@theabogroup.com  
 6620 W. 84TH CIR. #119 ARVADA CO. 80008  
 kevin@theabogroup.com

**ATTACHMENTS:**

Disclosure Schedules

- |           |                           |
|-----------|---------------------------|
| Exhibit A | Promissory Note           |
| Exhibit B | Security Agreement        |
| Exhibit C | Bill of Sale              |
| Exhibit D | Assignment and Assumption |

## DISCLOSURE SCHEDULES

Section 1.01(d) Excluded Contracts.

None.

Section 1.02 Excluded Assets.

None.

Section 3.07 Material Adverse Changes.

None.

EXHIBIT A  
PROMISSORY NOTE

Denver, Colorado  
December 31, 2024

For value received, the abo co-op, LLC, a Colorado limited liability company (the "**Borrower**") hereby unconditionally promises to pay to the order of The Abo Group, Inc., a Colorado corporation (the "**Noteholder**"), or its designees, the principal amount of [REDACTED] (the "**Loan**"), together with all accrued interest thereon, as provided in this Promissory Note (this "**Note**").

1. Payment.

a. Payment Dates. The principal amount of the Loan shall be payable in 180 equal consecutive monthly installments of [REDACTED] beginning on March 1, 2025, and on the same day of every month (each such day a "**Payment Date**") thereafter until February 1, 2040. On February 1, 2040, all amounts then outstanding under this Note, including principal, accrued and unpaid interest, and any unpaid fees, shall be due and payable.

b. Prepayment. The Borrower may prepay the Loan in whole or in part at any time or from time to time without penalty or premium by paying the principal amount to be prepaid together with accrued interest thereon to the date of the prepayment.

c. No Reborrowing. Principal amounts repaid or prepaid may not be reborrowed.

2. Interest.

a. Interest Rate. Except as provided in Section 2(c), the principal amount outstanding under this Note from time to time shall bear interest at a rate per annum equal to 5% (the "**Interest Rate**").

b. Interest Payments. Interest shall be payable monthly in arrears on each Payment Date

c. Default Interest. If any amount payable hereunder is not paid by its Due Date (as defined below), whether at stated maturity, by acceleration, or otherwise, such overdue amount shall bear interest at the Interest Rate plus 2% (the "**Default Rate**").

d. Computation of Interest. All computations of interest hereunder shall be made on the basis of a year of 365/366 days, as the case may be, and the actual number of days elapsed. Interest shall begin to accrue on the Loan on the date of this Note. For any portion of the Loan that is repaid, interest shall not accrue on the date on which such payment is made.

e. Interest Rate Limitation. If at any time the Interest Rate payable on the Loan shall exceed the maximum rate of interest permitted under applicable law, such Interest Rate shall be reduced automatically to the maximum rate permitted.

3. Payment Mechanics.

a. Manner. All payments of principal and interest shall be made in US dollars no later than 12:00 PM on each Payment Date and on the date on which such payment is due. Such payments shall be made by wire transfer of immediately available funds to the Noteholder's account at a bank specified by the Noteholder in writing to the Borrower from time to time.

b. Application. All payments shall be applied, first, to fees or charges outstanding under this Note, second, to accrued interest, and third, to principal outstanding under this Note.



c. Business Day. Whenever any payment hereunder is due on a day that is not a Business Day, such payment shall be made on the next succeeding Business Day, and interest shall be calculated to include such extension. "**Business Day**" means a day other than Saturday, Sunday, or other day on which commercial banks in Denver, CO are authorized or required by law to close.

4. Representations and Warranties. The Borrower represents and warrants to the Noteholder as follows:

a. Existence. The Borrower is a limited liability company duly formed, validly existing, and in good standing under the laws of the state of its organization. The Borrower has the requisite power and authority to own, lease, and operate its property, and to carry on its business.

b. Compliance with Law. The Borrower is in compliance with all laws, statutes, ordinances, rules, and regulations applicable to or binding on the Borrower, its property, and business.

c. Power and Authority. The Borrower has the requisite power and authority to execute, deliver, and perform its obligations under this Note.

d. Authorization; Execution and Delivery. The execution and delivery of this Note by the Borrower and the performance of its obligations hereunder have been duly authorized by all necessary limited liability action in accordance with applicable law. The Borrower has duly executed and delivered this Note.

5. Events of Default. The occurrence and continuance of any of the following shall constitute an "**Event of Default**" hereunder:

a. Failure to Pay. The Borrower fails to pay (i) any principal amount of the Loan or any interest on the Loan within five (5) days after the Payment Date (such Payment Date together with the five (5) day grace period, the "**Due Date**"); or (ii) any other amount due hereunder within ten (10) days after such amount is due.

b. Breach of Representations and Warranties. Any representation or warranty made by the Borrower to the Noteholder herein contains an untrue or misleading statement of a material fact as of the date made.

c. Bankruptcy; Insolvency.

i. The Borrower institutes a voluntary case seeking relief under any law relating to bankruptcy, insolvency, reorganization, or other relief for debtors.

ii. An involuntary case is commenced seeking the liquidation or reorganization of the Borrower under any law relating to bankruptcy or insolvency, and such case is not dismissed or vacated within sixty (60) days of its filing.

iii. The Borrower makes a general assignment for the benefit of its creditors.

iv. The Borrower is unable, or admits in writing its inability, to pay its debts as they become due.

v. A case is commenced against the Borrower or its assets seeking attachment, execution, or similar process against all or a substantial part of its assets, and such case is not dismissed or vacated within sixty (60) days of its filing.

d. Failure to Give Notice. The Borrower fails to give notice of an Event of Default under Section 5(e).

e. Notice of Event of Default. As soon as possible after it becomes aware that an Event of Default has occurred, and in any event within two (2) Business Days, the Borrower shall notify the Noteholder in writing of the nature and extent of such Event of Default and the action, if any, it has taken or proposes to take with respect to such Event of Default.

6. Remedies. Upon the occurrence and during the continuance of an Event of Default, the Noteholder may, at its option, by written notice to the Borrower declare the outstanding principal amount of the Loan, accrued and unpaid interest thereon, and all other amounts payable hereunder immediately due and payable; provided, however, if an Event of Default described in Sections 5(c)(i), (iii), or (iv) shall occur, the outstanding principal amount, accrued and unpaid interest, and all other amounts payable hereunder shall become immediately due and payable without notice, declaration, or other act on the part of the Noteholder.

7. Expenses. The Borrower shall reimburse the Noteholder on demand for all reasonable and documented out-of-pocket costs, expenses, and fees, including the reasonable fees and expenses of counsel, incurred by the Noteholder in connection with the enforcement of the Noteholder's rights hereunder.

8. Notices. All notices and other communications relating to this Note shall be in writing and shall be deemed given upon the first to occur of (x) deposit with the United States Postal Service or overnight courier service, properly addressed and postage prepaid; (y) transmittal by electronic communication (including email, internet or intranet websites, or facsimile properly addressed (with written acknowledgment from the intended recipient such as "return receipt requested" function, return e-mail, or other written acknowledgment)); or (z) actual receipt by an employee or agent of the other party. Notices hereunder shall be sent to the addresses set forth on the signature page, or to such other address as such party may specify in writing from time to time:

9. Governing Law. This Note and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based on, arising out of, or relating to this Note and the transactions contemplated hereby shall be governed by and construed in accordance with the laws of the State of Colorado.

10. Submission to Jurisdiction. The Borrower irrevocably and unconditionally (A) agrees that any action, suit, or proceeding arising from or relating to this Note may be brought in the courts of the State of Colorado sitting in Denver County, and in the United States District Court for Colorado, and (B) submits to the exclusive jurisdiction of such courts in any such action, suit, or proceeding. Final judgment against the Borrower in any such action, suit, or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Section shall affect the right of the Noteholder to bring any action, suit, or proceeding relating to this Note against the Borrower or its properties in the courts of any other jurisdiction. Nothing in this Section 10 shall affect the right of the Noteholder to serve process upon the Borrower in any manner authorized by the laws of any such jurisdiction.

11. Venue. The Borrower irrevocably and unconditionally waives, to the fullest extent permitted by law, (i) any objection that it may now or hereafter have to the laying of venue in any action, suit, or proceeding relating to this Note in any court referred to in Section 10, and (ii) the defense of inconvenient forum to the maintenance of such action, suit, or proceeding in any such court.

12. Attorney Fees. If any party institutes any legal suit, action, or proceeding against the other party arising out of or related to this Agreement, including but not limited to contract, equity, tort, fraud, and statutory claims, the substantially prevailing party in the suit, action or proceeding is entitled to receive, and the non-prevailing party shall pay, in addition to all other remedies to which the prevailing party may be entitled, the costs and expenses incurred by the prevailing party in conducting or defending the suit,



action, or proceeding, including reasonable attorneys' fees and expenses and court costs, even if not recoverable by law.

13. Successors and Assigns. This Note may be assigned or transferred by the Noteholder to any individual, corporation, company, limited liability company, trust, joint venture, association, partnership, unincorporated organization, governmental authority, or other entity.

14. Integration. This Note constitutes the entire contract between the Borrower and the Noteholder with respect to the subject matter hereof and supersedes all previous agreements and understandings, oral or written, with respect thereto.

15. Amendments and Waivers. No term of this Note may be waived, modified, or amended, except by an instrument in writing signed by the Borrower and the Noteholder. Any waiver of the terms hereof shall be effective only in the specific instance and for the specific purpose given.

16. No Waiver; Cumulative Remedies. No failure by the Noteholder to exercise and no delay in exercising any right, remedy, or power hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, remedy, or power hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, or power. The rights, remedies, and powers herein provided are cumulative and not exclusive of any other rights, remedies, or powers provided by law.

17. Severability. If any term or provision of this Note is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Note or render such term or provision invalid or unenforceable in any other jurisdiction.

18. Counterparts. This Note and any amendments, waivers, consents, or supplements hereto may be executed in counterparts, each of which shall constitute an original, but all of which taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Note by facsimile or in electronic ("pdf" or "tif" or any other electronic means that reproduces an image of the actual executed signature page) format shall be as effective as delivery of a manually executed counterpart of this Note.

19. Electronic Execution. The words "execution," "signed," "signature," and words of similar import in this Note shall be deemed to include electronic and digital signatures and the keeping of records in electronic form, each of which shall be of the same effect, validity, and enforceability as manually executed signatures and paper-based recordkeeping systems, to the extent and as provided for under applicable law.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Borrower has executed this Note as of the date first written above.

<p>Noteholder Address for Notice:</p> <p><u>45 HILLSIDE DR.</u>  <u>WHEAT RIDGE, CO. 80215</u></p> <p>Email: <u>ron@theabogroup.com</u></p>	<p><b>BORROWER:</b>  the abo co-op, LLC</p> <p>By: <u>[Signature]</u>  Name: Lisa Abo  Title: Director  <u>45 Hillside Drive</u>  <u>Wheat Ridge, CO 80215</u>  <u>lisa@theabogroup.com</u></p> <p>By: <u>[Signature]</u>  Name: Ron Abo  Title: Director  <u>45 HILLSIDE DR.</u>  <u>WHEAT RIDGE, CO.</u>  <u>ron@theabogroup.com</u></p> <p>By: <u>[Signature]</u>  Name: Kevin Gilliland  Title: Director  <u>6620 W. 84<sup>TH</sup> CIR. #119</u>  <u>ARVADA CO. 80003</u>  <u>kevin@theabogroup.com</u></p> <p>By: <u>[Signature]</u>  Name: James Fraser  Title: Director</p> <p>Address: <u>6400 W. 21<sup>ST</sup> AVE</u>  <u>LITTLETON CO 80128</u></p> <p>Email: <u>jmf@theabogroup.com</u></p>
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## EXHIBIT B

### SECURITY AGREEMENT

This Security Agreement, dated as of December 31, 2024 (this “**Agreement**”) is made by and among the abo co-op, LLC, a Colorado limited liability company (the “**Borrower**”) and the guarantors listed on the signature page hereto (the “**Guarantors**”) as grantors, pledgors, assignors, and debtors (the Borrower and the Guarantors together in such capacities, the “**Grantors**”), in favor of The Abo Group, Inc., a Colorado corporation or its designees, as pledgee, assignee, and secured party (the “**Secured Party**”).

WHEREAS, Borrower has, in connection with this Agreement, entered into that certain Asset Purchase Agreement and Promissory Note as of an even date herewith (collectively, the “**Loan Agreement**”); capitalized terms used but not otherwise defined in this Agreement have the meanings assigned to them in the Loan Agreement.

WHEREAS, Borrower and each Guarantor will receive substantial direct and indirect benefits from the execution, delivery, and performance of the obligations under the Loan Agreement and each is therefor willing to enter into this Agreement.

NOW, THEREFORE, in consideration of the foregoing promises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor and the Secured Party hereby agree as follows:

1. Definitions. Unless otherwise defined herein or in the Loan Agreement, capitalized terms used herein that are defined in the UCC shall have the meanings assigned to them in the UCC. However, if a term is defined in Article 9 of the UCC differently than in another Article of the UCC, the term has the meaning specified in Article 9.

“**Claims**” means any and all property and other taxes, assessments and special assessments, levies, fees and all governmental charges imposed upon or assessed against, and landlords', carriers', mechanics', workmen's, repairmen's, laborers', materialmen's, suppliers' and warehousemen's Liens and other claims arising by operation of law against, all or any portion of the Collateral.

“**First Priority**” means, with respect to any Lien purported to be created in any Collateral pursuant to this Agreement, such Lien is the most senior lien to which such Collateral is subject (subject only to Liens permitted under the Loan Agreement).

“**Loan Document**” means the Loan Agreement and this Agreement.

“**Secured Obligations**” means (i) obligations of the Borrower from time to time arising under the Loan Agreement, any other Loan Document or otherwise with respect to the due and prompt payment of (A) the principal of and premium, if any, and interest (including interest accruing during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding on the Loans, when and as due, whether at maturity, by acceleration, upon one or more dates set for prepayment or otherwise, (B) each payment required to be made by the Borrower under the Loan Agreement or any other Loan Document when and as due, and (C) all other monetary obligations, including fees, costs, attorneys' fees and disbursements, reimbursement obligations, contract causes of action, expenses and indemnities, whether primary, secondary, direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising, fixed or otherwise (including monetary obligations incurred during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding), of the Borrower under or in respect of any Loan Document.



2. Grant of Security Interest. The Grantor hereby pledges and grants to the Secured Party, and hereby creates a continuing First Priority lien and security interest in favor of the Secured Party in and to all of its right, title and interest in and to the following, wherever located, whether now existing or hereafter from time to time arising or acquired (collectively, the "**Collateral**"):

a. all fixtures and personal property of every kind and nature including all accounts (including health-care-insurance receivables), goods (including inventory and equipment), documents (including, if applicable, electronic documents), instruments, promissory notes, chattel paper (whether tangible or electronic), letters of credit, letter-of-credit rights (whether or not the letter of credit is evidenced by a writing), securities and all other investment property, general intangibles (including all payment intangibles), money, deposit accounts, and any other contract rights or rights to the payment of money;

b. with respect to each Grantor, (i) all issued and outstanding equity interests in the abo co-op, LLC that are owned by such Grantor together with all claims, rights, privileges, authority and powers of such Grantor relating to such equity interests (the "**Pledged Securities**"); and

c. all Proceeds and products of each of the foregoing, all books and records relating to the foregoing, all supporting obligations related thereto, and all accessions of and to, substitutions and replacements for, and rents, profits and products of, each of the foregoing, and any and all Proceeds of any insurance, indemnity, warranty or guaranty payable to the Grantor from time to time with respect to any of the foregoing.

3. Filings. Each Grantor hereby irrevocably authorizes the Secured Party at any time and from time to time to file in any relevant jurisdiction any financing statements (including fixture filings) and amendments thereto that contain the information required by Article 9 of the UCC of each applicable jurisdiction for the filing of any financing statement or amendment relating to the Collateral, including, without limitation, (i) whether such Grantor is an organization, the type of organization and, if required, any organizational identification number issued to such Grantor, and (ii) any financing or continuation statements or other documents for the purpose of perfecting, confirming, continuing, enforcing or protecting the security interest granted by such Grantor hereunder, without the signature of such Grantor where permitted by law. Each Grantor agrees to provide all information promptly upon request by the Secured Party.

4. Perfection of Uncertificated Securities Collateral. Each Grantor represents and warrants that the Secured Party has a perfected First Priority security interest in all uncertificated Pledged Securities pledged by it hereunder that are in existence on the date hereof. Each Grantor hereby agrees that if any of the Pledged Securities are at any time not evidenced by certificates of ownership, such Grantor will cause the issuer thereof to either (a) register the Secured Party as the registered owner of such securities or (b) agree in an authenticated record with such Grantor and the Secured Party that such issuer will comply with instructions with respect to such securities originated by the Secured Party without further consent of such Grantor, such authenticated record to be in form and substance satisfactory to the Secured Party.

5. Further Assurances. Each Grantor shall take such further actions, and execute and/or deliver to the Secured Party such additional financing statements, amendments, assignments, agreements, supplements, powers and instruments, as the Secured Party may in its judgment deem necessary or appropriate in order to create and/or maintain the validity, perfection or priority of and protect any security interest granted or purported to be granted in the Collateral as provided herein and the rights and interests granted to the Secured Party hereunder, and enable the Secured Party to exercise and enforce its rights, powers and remedies hereunder with respect to any Collateral, including the filing of any financing statements, continuation statements and other documents under the UCC (or other similar laws).

6. Representations and Warranties. Each Grantor represents and warrants as follows:



a. Power and Authorization. Each Grantor has the power and authority, and the legal right, to own or lease and operate its property, and to carry on the business as now conducted and as proposed to be conducted, and to execute, deliver and perform the Loan Documents to which it is a party. Each Grantor has taken all necessary actions to authorize the execution, delivery and performance of the Loan Documents to which it is a party. No consent or authorization of, filing with, notice to or other act by, or in respect of, any other Person is required in connection with the execution, delivery, performance, validity or enforceability of this Agreement or any of the Loan Documents, Each Loan Document has been duly executed and delivered by each Grantor thereto.

b. Enforceability. This Agreement constitutes, and each other Loan Document when delivered hereunder will constitute, a legal, valid and binding obligation of the Borrower and Guarantors as signatories thereto and enforceable against such signatories in accordance with its terms.

c. Perfected First Priority Security Interest. This Agreement is effective to create in favor of the Secured Party, a legal, valid and enforceable security interest in the Collateral and the Proceeds thereof.

d. No Transfer of Pledged Securities. No Guarantor shall sell, offer to sell, dispose of, convey, assign or otherwise transfer, or grant any option with respect to, restrict, or grant, create, permit or suffer to exist any Lien on, any of the Pledged Securities pledged by it hereunder or any interest therein.

#### 7. Actions of Borrower Requiring Approval.

a. Without the prior written approval of the Secured Party or its designee, Borrower shall not, and shall not enter into any commitment to:

i. Incur any indebtedness, pledge or grant liens on any assets, or guarantee, assume, endorse, or otherwise become responsible for the obligations of any other person or entity, in each case in excess of \$20,000 in a single transaction or series of related transactions.

ii. Enter into or effect any transaction or series of related transactions, including without limitation, a lease, obligating Borrower to pay in excess of \$20,000.

iii. Make any loan or advance to, or investment in, any person or entity, in excess of \$20,000.

iv. Enter into or effect any transaction or series of related transactions involving the purchase, lease, license, exchange, or other acquisition (including by merger, consolidation, sale of stock, or acquisition of assets) by the Borrower of any assets and/or equity interests, other than in the ordinary course of business.

v. Enter into or effect any transaction or series of related transactions involving the sale, lease, license, exchange, or other disposition (including by merger, consolidation, sale of stock, or sale of assets) by the Borrower of any assets and/or equity interests, other than sales of inventory in the ordinary course of business.

vi. Dissolve, wind up, or liquidate the Company or initiate a bankruptcy proceeding involving the Company.

b. On the date hereof, the Borrower's type of organization, jurisdiction of organization, legal name, and Federal Taxpayer Identification Number are indicated next to its name on the signature page hereof. Borrower shall not, except upon not less than 30 days' prior written notice, or such lesser notice period agreed to by the Secured Party, to the Secured Party and delivery to the Secured Party of all additional financing statements, information and other documents reasonably requested by the Secured Party:

- i. change its legal name, identity, type of organization or corporate structure;
- ii. change its Federal Taxpayer Identification Number; or
- iii. change its jurisdiction of organization (in each case, including by merging with or into any other entity, reorganizing, organizing, dissolving, liquidating, reincorporating or incorporating in any other jurisdiction).

8. Location of Inventory and Equipment. On the date hereof, the Inventory and the Equipment (other than mobile goods and goods in transit) of Borrower are kept at the address listed on the signature page.

Borrower shall not move any Equipment or Inventory, other than an immaterial portion thereof, to any location, other than the address listed on the signature page except upon the prior written consent of the Secured Party and delivery to the Secured Party of all additional financing statements, information and other documents reasonably requested by the Secured Party

9. Insurance. In the event that the proceeds of any insurance claim are paid to any Grantor after the Secured Party has exercised its right to foreclose on all or any part of the Collateral during the existence of an Event of Default, such Net Cash Proceeds shall be held in trust for the benefit of the Secured Party and immediately after receipt thereof shall be paid to the Secured Party for application in accordance with the Loan Agreement.

10. Compliance With Laws. Each Grantor shall pay promptly when due all Claims upon the Collateral or incurred in connection with the use or operation of the Collateral or incurred in connection with this Agreement. All Claims imposed upon or assessed against the Collateral have been paid and discharged except to the extent such Claims constitute a Lien not yet due and payable. In the event Grantor shall fail to make such payment contemplated in the immediately preceding sentence, the Secured Party may (following notice to Grantor, to the extent practicable) do so for the account of such Grantor and Grantors shall promptly reimburse and indemnify the Secured Party for all costs and expenses incurred by the Secured Party under this Section.

11. Remedies.

a. If any Event of Default shall have occurred and be continuing, the Secured Party may exercise, without any other notice to or demand upon any Grantor, in addition to the other rights and remedies provided for herein or in any other Loan Document or otherwise available to it, all the rights and remedies of a secured party upon default under the UCC (whether or not the UCC applies to the affected Collateral) and also may:

- i. require each Grantor to, and each Grantor hereby agrees that it will at its expense and upon request of the Secured Party immediately, assemble the Collateral or any part thereof, as directed by the Secured Party and make it available to the Secured Party at a place and time to be designated by the Secured Party;

- ii. without notice except as specified below, sell, resell, assign and deliver or grant a license to use or otherwise dispose of the Collateral or any part thereof, in one or more parcels at public or private sale, at any of the Secured Party's offices or elsewhere, for cash, on credit or for future delivery, and upon such other terms as the Secured Party may deem commercially reasonable;

- iii. occupy any premises owned or leased by Borrower where the Collateral or any part thereof is assembled or located for a reasonable period in order to effectuate its rights and remedies hereunder or under law, without obligation to Borrower in respect of such occupation; and



iv. exercise any and all rights and remedies of any of the Grantors under or in connection with the Collateral, or otherwise in respect of the Collateral.

b. Each Grantor agrees that, to the extent notice of sale shall be required by law, at least 10 days' notice to such Grantor of the time and place of any public sale or the time after which any private sale is to be made shall constitute reasonable notification. At any sale of the Collateral, if permitted by applicable law, the Secured Party may be the purchaser, licensee, assignee or recipient of the Collateral or any part thereof and shall be entitled, for the purpose of bidding and making settlement or payment of the purchase price for all or any portion of the Collateral sold, assigned or licensed at such sale, to use and apply any of the Secured Obligations as a credit on account of the purchase price of the Collateral or any part thereof payable at such sale. To the extent permitted by applicable law, each Grantor waives all claims, damages and demands it may acquire against the Secured Party arising out of the exercise by it of any rights hereunder. Each Grantor hereby waives and releases to the fullest extent permitted by law any right or equity of redemption with respect to the Collateral, whether before or after sale hereunder, and all rights, if any, of marshalling the Collateral and any other security for the Secured Obligations or otherwise. The Secured Party shall not be liable for failure to collect or realize upon any or all of the Collateral or for any delay in so doing nor shall it be under any obligation to take any action with regard thereto. The Secured Party shall not be obligated to make any sale of Collateral regardless of notice of sale having been given. The Secured Party may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned. The Secured Party shall not be obligated to clean-up or otherwise prepare the Collateral for sale.

c. If any Event of Default shall have occurred and be continuing, all payments received by Grantor in respect of the Collateral shall be received in trust for the benefit of the Secured Party, shall be segregated from other funds of such Grantor and shall be forthwith paid over the Secured Party in the same form as so received (with any necessary endorsement).

d. If any Event of Default shall have occurred and be continuing, the Secured Party may, without notice to any Grantor except as required by law and at any time or from time to time, charge, set off and otherwise apply all or part of the Secured Obligations against any funds deposited with it or held by it.

e. If any Event of Default shall have occurred and be continuing, upon the written demand of the Secured Party, each Grantor shall execute and deliver to the Secured Party an assignment or assignments and such other documents and take such other actions as are necessary or appropriate to carry out the intent and purposes hereof.

12. No Waiver and Cumulative Remedies. No failure on the part of the Secured Party to exercise, no course of dealing with respect to, and no delay on the part of the Secured Party in exercising, any right, power or remedy hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any such right, power, privilege or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right, power, privilege or remedy; nor shall the Secured Party be required to look first to, enforce or exhaust any other security, collateral or guaranties. All rights and remedies herein provided are cumulative and are not exclusive of any rights or remedies provided by law.

13. Application of Proceeds. Upon the exercise by the Secured Party of its remedies hereunder, any proceeds received by the Secured Party in respect of any realization upon any Collateral shall be applied, together with any other sums then held by the Secured Party pursuant to this Agreement, in accordance with the Loan Agreement. Each Grantor shall remain liable for any deficiency if the proceeds of any sale or other



disposition of the Collateral are insufficient to pay the Secured Obligations and the fees and other charges of any attorneys employed by the Secured Party to collect such deficiency.

14. Power of Attorney. Each Grantor hereby appoints the Secured Party its attorney-in-fact, with full power and authority in the place and stead of such Grantor and in the name of such Grantor, or otherwise, from time to time during the existence of an Event of Default in the Secured Party's discretion to take any action and to execute any instrument consistent with the terms of the Loan Agreement and the other Loan Documents which the Secured Party may deem necessary or advisable to accomplish the purposes hereof (but the Secured Party shall not be obligated to and the Secured Party shall not have any liability to such Grantor or any third party for failure to so do or take action). The foregoing grant of authority is a power of attorney coupled with an interest and such appointment shall be irrevocable for the term hereof. Each Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof.

15. Continuing Security Interest and Assignment. This Agreement shall create a continuing security interest in the Collateral and shall (a) be binding upon Grantors, their respective successors and assigns and (b) inure, together with the rights and remedies of the Secured Party hereunder, to the benefit of the Secured Party and its respective permitted successors, transferees and assigns and their respective officers, directors, employees, affiliates, agents, advisors and controlling Persons; provided that, no Grantor shall assign or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of the Secured Party and any attempted assignment or transfer without such consent shall be null and void.

16. Termination and Release. At such time as the Loans and the other Secured Obligations shall have been paid in full, the Collateral shall be released from the Liens created hereby, and this Agreement and all obligations (other than those expressly stated to survive such termination) of the Secured Party and each Grantor hereunder shall terminate, all without delivery of any instrument or any further action by any party, and all rights to the Collateral shall revert to Grantors. At the request and sole expense of any Grantor following any such termination, the Secured Party shall deliver to such Grantor any Collateral held by the Secured Party hereunder, and execute and deliver to such Grantor such documents as such Grantor shall reasonably request to evidence such termination.

17. Modification in Writing. None of the terms or provisions of this Agreement may be amended, modified, supplemented, terminated or waived, and no consent to any departure by any Grantor therefrom shall be effective, except by a written instrument signed by the Secured Party in accordance with the terms of the Loan Agreement. Any amendment, modification or supplement of any provision hereof, any waiver of any provision hereof and any consent to any departure by any Grantor from the terms of any provision hereof in each case shall be effective only in the specific instance and for the specific purpose for which made or given.

18. Notices. Unless otherwise provided herein, any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be given in the manner and become effective as set forth in the Loan Agreement.

19. Indemnity and Expenses.

a. Each Grantor hereby agrees to indemnify and hold harmless the Secured Party and any agent thereof (each such Person being called an "**Indemnitee**") from any losses, damages, liabilities, claims and related expenses (including the fees and expenses of any counsel for any Indemnitee) incurred by any Indemnitee or asserted against any Indemnitee by any Person (including any Grantor) arising out of, in connection with or resulting from this Agreement (including, without limitation, enforcement of this Agreement) or any failure of any Secured Obligations to be the legal, valid, and binding obligations of any Grantor enforceable against such Grantor in accordance with their terms, whether brought by a third party or by such Grantor, and regardless of whether any Indemnitee is a



party thereto; provided that such indemnity shall not, as to any Indemnatee, be available to the extent that such losses, claims, damages, liabilities or related expenses (i) resulted from the gross negligence or willful misconduct of such Indemnatee, (ii) result from a claim brought by any Grantor against an Indemnatee for breach in bad faith of such Indemnatee's obligations hereunder or under any other Loan Document or (iii) result from a claim not involving an act or omission of any Grantor and that is brought by an Indemnatee against another Indemnatee.

b. Each Grantor agrees to pay or reimburse the Secured Party for all its costs and expenses incurred in collecting against such Grantor its Secured Obligations or otherwise protecting, enforcing or preserving any rights or remedies under this Agreement and the other Loan Documents to which such Grantor is a party, including the fees and other charges of counsel to the Secured Party.

20. Governing Law, Consent to Jurisdiction. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the State of Colorado. The other provisions of Sections 9 and 10 of the Loan Agreement are incorporated herein, mutatis mutandis, as if a part hereof.

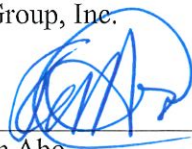
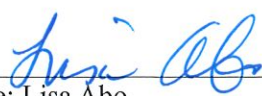





21. Joinder. Until such time as the Loan Agreement is paid in full, Grantors shall cause any future holder of equity securities of the Borrower to enter into a joinder to this Agreement in a form and substance acceptable to Secured Party subjecting such holder to all of the terms and conditions hereof applicable to a Guarantor.

22. Severability of Provisions. Any provision hereof which is invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without invalidating the remaining provisions hereof or affecting the validity, legality or enforceability of such provision in any other jurisdiction.

23. Counterparts; Integration; Effectiveness. This Agreement and any amendments, waivers, consents or supplements hereto may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all taken together shall constitute a single contract. This Agreement and the other Loan Documents, and any separate letter agreements with respect to fees payable to the Secured Party, constitute the entire contract among the parties with respect to the subject matter hereof and supersede all previous agreements and understandings, oral or written, with respect thereto. The words "execution," "signed," "signature," and words of similar import in this Agreement shall be deemed to include electronic or digital signatures or electronic records, each of which shall be of the same effect, validity, and enforceability as manually executed signatures or a paper-based recordkeeping system, as the case may be, to the extent and as provided for under applicable law, including the Electronic Signatures in Global and National Commerce Act of 2000 (15 U.S.C. §§ 7001 to 7031), the Uniform Electronic Transactions Act (UETA), or any state law based on the UETA.

24. No Release. Nothing set forth in this Agreement or any other Loan Document, nor the exercise by the Secured Party of any of the rights or remedies hereunder, shall relieve any Grantor from the performance of any term, covenant, condition or agreement on such Grantor's part to be performed or observed in respect of any of the Collateral or from any liability to any Person in respect of any of the Collateral or shall impose any obligation on the Secured Party to perform or observe any such term, covenant, condition or agreement on such Grantor's part to be so performed or observed or shall impose any liability on the Secured Party for any act or omission on the part of such Grantor relating thereto or for any breach of any representation or warranty on the part of such Grantor contained in this Agreement, the Loan Agreement or the other Loan Documents, or in respect of the Collateral or made in connection herewith or therewith. Anything herein to the contrary notwithstanding, the Secured Party shall not have any obligation or liability under any

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

<p><b>SECURED PARTY:</b> The Abo Group, Inc.</p> <p>By:  Name: Ron Abo Title: Director</p>	<p><b>BORROWER:</b> the abo co-op, LLC</p> <p>By:  Name: Lisa Abo Title: Director</p> <p>By: _____ Name: Ron Abo Title: Director</p> <p>By:  Name: Kevin Gilliland Title: Director</p> <p>By:  Name: James Fraser Title: Director</p>
	<p><b>GUARANTORS:</b></p> <p> _____ Lisa Abo</p> <p> _____ Kevin Gilliland</p> <p> _____ James Fraser</p>

PLEDGED SECURITIES				
Name	Address	Class A Units	Class B Units	Class C Units
Lisa Abo	45 Hillside Drive Wheat Ridge, CO 80215	1	0	0
Kevin Gilliland	6620 W. 84th Circle #119 Arvada, CO 80003	1	0	0
James Fraser	6400 W. 111th St Littleton, CO 80120	1	0	0



contracts, agreements and other documents included in the Collateral by reason of this Agreement, nor shall the Secured Party be obligated to perform any of the obligations or duties of any Grantor thereunder or to take any action to collect or enforce any such contract, agreement or other document included in the Collateral. The obligations of each Grantor contained in this Section shall survive the termination hereof and the discharge of such Grantor's other obligations under this Agreement, the Loan Agreement and the other Loan Documents.

25. Obligations Absolute. Each Grantor hereby waives demand, notice, protest, notice of acceptance of this Agreement, notice of loans made, credit extended, Collateral received or delivered or other action taken in reliance hereon and all other demands and notices of any description. All obligations of each Grantor hereunder shall be absolute and unconditional irrespective of:

- a. any illegality or lack of validity or enforceability of any Secured Obligation or any Loan Document or any related agreement or instrument;
- b. any change in the time, place or manner of payment of, or in any other term of, the Secured Obligations or any other obligation of any Loan Party under any Loan Document, or any rescission, waiver, amendment or other modification of any Loan Document or any other agreement, including any increase in the Secured Obligations resulting from any extension of additional credit or otherwise;
- c. any taking, exchange, substitution, release, impairment or non-perfection of any Collateral, or any taking, release, impairment, amendment, waiver or other modification of any guaranty, for the Secured Obligations;
- d. any manner of sale, disposition or application of proceeds of any Collateral or any other collateral or other assets to all or part of the Secured Obligations;
- e. any default, failure or delay, willful or otherwise, in the performance of the Secured Obligations;
- f. any change, restructuring or termination of the corporate structure, ownership or existence of any Grantor;
- g. the failure of any Secured Party to assert any claim or demand or to exercise or enforce any right or remedy under the provisions of any Loan Document or otherwise;
- h. any defense, set-off or counterclaim (other than a defense of payment or performance) that may at any time be available to, or be asserted by, the Borrower against any Secured Party; or
- i. any other circumstance (including, without limitation, any statute of limitations) or manner of administering the Loans or any existence of or reliance on any representation by any Secured Party that might vary the risk of any Grantor or otherwise operate as a defense available to, or a legal or equitable discharge of, any Loan Party or any other guarantor or surety.

[SIGNATURE PAGE FOLLOWS]

EXHIBIT C


BILL OF SALE

For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, The Abo Group, Inc., a Colorado corporation ("**Seller**"), does hereby grant, bargain, transfer, sell, assign, convey and deliver to the abo co-op, LLC, a Colorado limited liability company ("**Buyer**"), all of its right, title, and interest in and to the Tangible Personal Property, as such term is defined in the Asset Purchase Agreement, dated as of December 31, 2024 (the "**Purchase Agreement**"), by and between Seller and Buyer, to have and to hold the same unto Buyer, its successors and assigns, forever.

Buyer acknowledges that Seller makes no representation or warranty with respect to the assets being conveyed hereby except as specifically set forth in the Purchase Agreement.

Seller for itself, its successors and assigns, hereby covenants and agrees that, at any time and from time to time upon the written request of Buyer, Seller will do, execute, acknowledge, and deliver or cause to be done, executed, acknowledged, and delivered, all such further acts, deeds, assignments, transfers, conveyances, powers of attorney, and assurances as may be reasonably required by Buyer in order to assign, transfer, set over, convey, assure, and confirm unto and vest in Buyer, its successors and assigns, title to the assets sold, conveyed, and transferred by this Bill of Sale.

IN WITNESS WHEREOF, Seller has duly executed this Bill of Sale as of December 31, 2024.

<p><b>SELLER:</b> The Abo Group, Inc.</p> <p>By: </p> <p>Name: Ron Abo Title: Director</p>	
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## EXHIBIT D

### ASSIGNMENT AND ASSUMPTION

This Assignment and Assumption (the "**Agreement**"), effective as of December 31, 2024 (the "**Effective Date**"), is by and between The Abo Group, Inc., a Colorado corporation ("**Seller**"), and the abo co-op, LLC, a Colorado limited liability company ("**Buyer**").

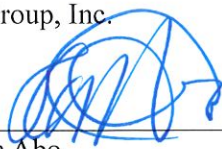

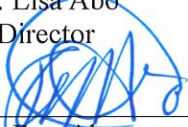


WHEREAS, Seller and Buyer have entered into a certain Asset Purchase Agreement, dated as of December 31, 2024 (the "**Purchase Agreement**"), pursuant to which, among other things, Seller has agreed to assign all of its rights, title and interests in, and Buyer has agreed to assume all of Seller's duties and obligations under, the Assigned Contracts (as defined in the Purchase Agreement).

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definitions. All capitalized terms used in this Agreement but not otherwise defined herein are given the meanings set forth in the Purchase Agreement.
2. Assignment and Assumption. Seller hereby sells, assigns, grants, conveys and transfers to Buyer all of Seller's right, title and interest in and to the Assigned Contracts. Buyer hereby accepts such assignment and assumes all of Seller's duties and obligations under the Assigned Contracts and agrees to pay, perform and discharge, as and when due, all of the obligations that are not past due of Seller under the Assigned Contracts accruing on and after the Effective Date.
3. Terms of the Purchase Agreement. The terms of the Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Assigned Contracts are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.
4. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Colorado without giving effect to any choice or conflict of law provision or rule (whether of the State of Colorado or any other jurisdiction).
5. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.
6. Further Assurances. Each of the parties hereto shall execute and deliver, at the reasonable request of the other party hereto, such additional documents, instruments, conveyances and assurances and take such further actions as such other party may reasonably request to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the date first above written.

<b>SELLER:</b> The Abo Group, Inc.  By:  Name: Ron Abo Title: Director	<b>BUYER:</b> the abo co-op, LLC  By:  Name: Lisa Abo Title: Director  By:  Name: Ron Abo Title: Director  By:  Name: Kevin Gilliland Title: Director  By:  Name: James Fraser Title: Director
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