

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (“**Agreement**”) is entered into effective as of 08/07/24, 2024 (the “**Effective Date**”), by and between Dark Horse Genetics, LLC a Colorado limited liability company (the “**Seller**”) and 5280 AG LLC, a Colorado limited liability company (the “**Buyer**”). Buyer and Seller are individually referred to as a (“**Party**”) and collectively as the (“**Parties**”).

ARTICLE I RECITALS

Seller is the owner and operator of a retail marijuana cultivation facility in the City of Denver (collectively, the “**Business**”). In connection with the Business, Seller holds the retail marijuana licenses set forth in Exhibit A attached hereto. Seller is licensed and authorized to operate marijuana establishments by the Colorado Retail Marijuana Code and the City and County of Denver Marijuana Regulations (collectively, the “**Marijuana Code**”). Buyer wishes to purchase from Seller and Seller wishes to sell to Buyer the Licenses and other Assets of the Business attached hereto as Exhibit A. Now, therefore, the Parties agree as follows.

ARTICLE II PURCHASE AND SALE OF ASSETS

2.1 **Seller’s Assets.** Seller hereby agrees to sell, and Buyer agrees to purchase, all assets of the Business identified in Exhibit A to be attached hereto (“**Seller’s Assets**”) and to assume the leasehold obligations of Seller under the lease pertaining to the Business as identified and described below in this Agreement. The “**Seller’s Assets**” to be acquired hereunder consist of the assets of Seller shown on Exhibit A to be attached hereto.

2.2 **Excluded Assets.** All assets owned by Seller except those specifically described in Exhibit A are to be retained by and shall remain the property of Seller (the “**Excluded Assets**”).

ARTICLE III PURCHASE PRICE

3.1 **Purchase Price.** The Purchase Price and consideration being paid by Buyer to Seller for the Seller’s Assets is two hundred thousand dollars (\$200,000.00) (the “**Purchase Price**”).

3.2 **Payment of Purchase Price.** The Purchase Price for the Seller’s Assets to be acquired by Seller from Buyer pursuant to Section 2.1 above shall be paid as follows:

- a. **Closing Payment.** The Closing Payment in the amount of fifty thousand dollars (\$50,000.00) shall be paid by Buyer to Seller at the time of Closing in immediately available funds.
- b. **Promissory Note.** Upon Closing, Buyer shall deliver to Seller a secured promissory in the amount of one hundred and fifty thousand dollars (\$150,000.00) in the form of Exhibit B hereto (the “**Note**”).

3.3 **Assumption of Lease Obligations.** Buyer shall assume and pay all of the lease obligations of Seller under Seller's leases which are incurred and accrue from the date of Closing, by the assignment and assumption of the existing leases.

ARTICLE IV SELLER'S INFORMATION AND DOCUMENTS

Within seven (7) days from the date of this Agreement, Seller shall provide the following information and documents to Buyer ("Seller's Information").

4.1 **Seller's Leases.** Complete and correct copies of the Seller's leases and all amendments thereto signed by the tenant and the landlord currently in place for the Seller's leases ("Lease Documents"). Along with the lease documents, Seller shall provide Buyer with copies of floor plans and diagrams of the "Leased Premises" (as Leased Premises is defined in the Seller's Lease); and

4.2 **Licenses.** Copies of the City and County of Denver and MED licenses for the operation of the Business.

ARTICLE V LICENSE CONDITIONS

5.1 **License Conditions—Local.** On or before fifteen (15) days following the execution of this Agreement, Seller and Buyer shall cooperate in good faith to obtain the approval of the City of Denver. It shall be the independent duty of both Seller and Buyer to draft and provide any relevant documents required by the City of Denver in furtherance of the transactions completed by this Agreement. The cost and filing fees associated with all necessary filings and applications, including any renewals for the Licenses, shall be paid by Buyer.

5.2 **License Conditions—State.** On or before fifteen (15) days following execution of this Agreement (the "State Application Deadline"), Buyer shall apply for and seek to obtain the final written approval from the State of Colorado Marijuana Enforcement Division (the "MED") for the transfer of the State license for the operation of the Business from Seller to Buyer. Seller and Buyer shall cooperate in good faith to obtain the approval of the MED. It shall be the independent duty of both Seller and Buyer to draft and provide any relevant documents required by the MED in furtherance of the transactions completed by this Agreement. The cost and filing fees associated with all necessary filings and applications, including any renewals for the Licenses, shall be paid by Buyer.

5.3 **Failure to Apply.** Buyer's failure to make the applications called for in Sections 5.1 and 5.2 above shall be a default, entitling Seller to terminate this Agreement by written notice to Buyer.

5.4 **Express Contingency.** This Agreement is expressly contingent upon:

- a. Assignment of the existing commercial lease agreement amending the Lessee as Buyer, subject to the approval of the landlord.

- b. Approval by the City of Denver Licensing Authority and the MED of the transfer of the licenses. If such approval does not occur, Seller must resume the leases and remove Buyer from any and all obligations resulting from the leases.

ARTICLE VI REPRESENTATIONS AND WARRANTIES OF SELLER

Seller represents and warrants to Buyer as follows:

6.1 Organization and Good Standing. Seller is a limited liability company duly organized, validly existing, and in good standing under the laws of the State of Colorado. Seller has full power to own all of its properties and to carry on the Seller's Business as it is now being conducted.

6.2 Corporate Authority. Seller has the authority, pursuant to its Articles of Organization and its Operating Agreement, to execute this Agreement and to consummate the transactions provided for herein.

6.3 No Violation of Obligations. The execution and delivery of this Agreement, and the consummation of the transactions provided for herein, will not violate any agreement or commitment made by Seller, or any requirement binding on Seller.

6.4 Seller's Assets. Seller has good and marketable title to all of the Seller's Assets.

6.5 Legal Proceedings. To the best knowledge of Seller there are no private or governmental proceedings pending or threatened against Seller.

6.6 Compliance with Law. To the best knowledge of Seller, Seller is not in violation of any material law, regulation, rule, ordinance, or other governmental requirement relating to its properties or its business. Seller has no knowledge of any development, occurrence, or condition that would adversely affect any of the Seller's Assets.

6.7 Leased Premises. Seller currently is in full compliance with the terms of the Seller's leases. To the best knowledge of Seller, no default exists under the Seller's leases either by the Landlord or the Tenant.

6.8 Obligation to Brokers. Seller has not incurred any obligation for the payment of any brokerage commission, finder's fee, or any other obligation relating to this Agreement or the consummation of the transactions provided for herein.

6.9 Complete Disclosure. To the best knowledge of Seller, this Agreement and the documents attached hereto do not contain any untrue statement of a material fact by Seller. This Agreement and its attached documents do not omit to state any material fact necessary in order to make the statements made herein or therein by Seller, in light of the circumstances under which they are made, not misleading.

ARTICLE VII REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to Seller as follows:

7.1 Organization and Qualification of Buyer. Buyer is a limited liability company duly organized, validly existing, and in good standing under the laws of the State of Colorado. Buyer has full power to own all of its properties and to carry on its business as it is now being conducted.

7.2 Authority. Buyer has the authority, pursuant to its Articles of Organization, its Operating Agreement and any resolutions of its members, to execute this Agreement and to consummate the transactions provided for herein and this Agreement has been approved by all of its members.

7.3 No Violation of Obligations. The execution and delivery of this Agreement, and the consummation of the transactions provided for herein, will not violate any agreement or commitment made by Buyer, or any requirement binding on Buyer, including, without limitation, any lease, contract, loan agreement, promissory note, franchise agreement, court order, judgment, regulatory ruling, or any arbitration award.

7.4 Compliance with Law. Buyer is not in violation of any material law, regulation, rule, ordinance, or other governmental requirement relating to its assets or its business. Buyer has no knowledge of any development, occurrence, or condition that would adversely affect any of Buyer's business activities or that might curtail or interfere with the present or future use of its assets or the conduct of its business.

7.5 No Brokers. Buyer has not incurred any obligation for the payment of any brokerage commission, finder's fee, or any other similar obligation relating to this Agreement or the consummation of the transactions provided for herein.

7.6 Complete Disclosure. To the best knowledge of Buyer, this Agreement and the documents attached hereto do not contain any untrue statement of a material fact by Buyer. This Agreement and its attached documents do not omit to state any material fact necessary in order to make the statements made herein or therein, in light of the circumstances under which they are made, not misleading.

ARTICLE VIII INFORMATION AND CONFIDENTIALITY

8.1 Provision of Information Relating to Seller. Prior to the execution of this Agreement, Seller has made available to Buyer information relating to the business and operations of Seller, including the Seller's Assets and Seller's Lease, and other property and assets of Seller. This information includes, without limitation, copies of Seller's Lease and information regarding the properties, assets, and operations of Seller.

8.2 Confidentiality. Each party hereto agrees that all information made available to it by the other prior to and subsequent to the date of this Agreement and through and after the date of Closing is confidential. Each party shall use such information only for the purpose of evaluating the proposed transactions hereunder. In the event the transactions provided for in this Agreement fail to close for any reason whatsoever, each will promptly return all such information to the

originating party, including any copies or notes based thereon that have been prepared by the receiving party.

8.3 Limitations and Confidentiality. Nothing contained herein will imply that any information is confidential to the extent that such information was already known to the party receiving it prior to its disclosure or is generally available to the public.

ARTICLE IX CLOSING

The closing of all transactions provided for herein (the “Closing”) will occur on a date mutually agreed upon by the Parties that is no more than 5 business days following the date on which Buyer has received both the State and Local approvals described in Sections 5.1 and 5.2 of this Agreement (the “Closing Date”). The transactions at Closing, when effective, will be deemed to be effective as of the opening of business on the day of Closing except as otherwise specifically provided at the time of Closing. All actions to be taken at Closing will be considered to be taken simultaneously, and no document, agreement, or instrument will be considered to be delivered until all items that are to be delivered at the Closing have been executed and delivered. At the Closing, the following actions will occur:

9.1 Certificates. Buyer and Seller will each respectively execute a certificate stating that all representations and warranties made by them respectively in this Agreement continue to be true as of the time of Closing attached hereto as Exhibit C.

9.2 Bill of Sale. Seller will execute and deliver to Buyer a bill of sale, substantially in the form of Exhibit D attached hereto, transferring good and marketable title to all of the Seller’s Assets to Buyer free and clear of any liens or other adverse interests.

9.3 Assignment and Assumption of Leases. The Seller’s leases are to be assigned from Seller to Buyer at Closing, the Parties and Landlord will execute an assignment and assumption of leases and consent of landlord.

9.5 Purchase Price. The Closing Payment in the amount of \$50,000.00 shall be paid to Seller. Buyer shall deliver the original signed Note to Seller.

9.6 Company Authorization. Buyer shall provide such company authorization in the form of company resolutions signed by all the members of Buyer as Seller may reasonably request for the purpose of verifying the validity of all actions of Buyer pursuant to this Agreement and for the time of Closing.

9.7 Other Acts. The parties will execute any other documents reasonably required to carry out the intent of this Agreement.

ARTICLE X TERMINATION

10.1 Termination. This Agreement will terminate if the parties hereto mutually agree to terminate this Agreement, such termination shall be effective without further liability to either party hereto, except as may be provided in the termination agreement. Otherwise, this Agreement may terminate as is provided in the other provisions contained in this Agreement.

10.2 Default by Buyer. If Buyer is in default, Seller shall have the right to terminate this Agreement by written notice to Buyer and in the event of such termination the Parties shall be released from any further obligations hereunder.

10.3 Default by Seller. If Seller is in default, Buyer shall have the right to terminate this Agreement by written notice to Seller, in which case the Parties shall be released from any further obligations hereunder.

ARTICLE XI MUTUAL INDEMNIFICATION

11.1 Seller's Indemnity. Seller agrees that it shall indemnify and hold harmless Buyer and its representatives, officers, directors, members, employees, agents, affiliates, predecessors, successors, and assigns (the "Buyer Indemnitees") from and against any and all costs, losses, liabilities, damages, litigation, claims, costs, and expenses, including reasonable attorney fees and other expenses of investigation and defense (collectively, the "Damages") to which Buyer Indemnitees may become subject or which are incurred in connection with, arise out of, result from, or are attributable to any breach of the terms of this Agreement or any certificate or other document delivered hereunder or pursuant hereto by Seller, including, without limitation, any breach of any representation or warranty made by Seller or the failure by Seller to perform any of the covenants or obligations contained in this Agreement or in any certificate or other document delivered hereunder or pursuant this Agreement. In addition, Seller will indemnify and hold harmless the Buyer Indemnitees for any Damages to which the Buyer Indemnitees may become subject or which are incurred in connection with, arise out of, result from, or are attributable to: (i) any fraud or intentional misrepresentation of Seller, (ii) any and all taxes, fines, interest and/or penalties of Seller and/or the Business for all taxable periods ending on or before Closing; or (iii) any and all taxes, fines, interest and/or penalties imposed on Seller and/or the Business as a transferee or successor, by contract or pursuant to any law, rule, or regulation, which taxes relate to an event or transaction occurring on or before Closing.

11.2 Buyer's Indemnity. Buyer agrees that it will indemnify and hold harmless Seller and Seller's representatives, officers, directors, shareholders, employees, agents, affiliates, predecessors, successors, and assigns (the "Seller Indemnitees") from and against any and all Damages to which the Seller Indemnitees may become subject or which are incurred in connection with, arise out of, result from, or are attributable to any material breach of the terms of this Agreement or any certificate or other document delivered hereunder by Buyer, including any breach of any representation or warranty made by Buyer, or the failure by Buyer to perform any of the covenants or obligations contained in this Agreement or in any certificate or other document delivered hereunder or pursuant to this Agreement. In addition, Buyer will indemnify and hold harmless the Seller Indemnitees for any Damages to which the Seller Indemnitees may become subject or which are incurred in connection with, arise out of, result from, or are attributable to: (i) any fraud or intentional misrepresentation of Buyer; (iii) any and all taxes, fines, interest and/or penalties of Buyer for all taxable periods after Closing; or (iv) any and all taxes, fines, interest and/or penalties for failure to pay taxes imposed on Buyer and/or the Business as a transferee or successor, by contract or pursuant to any law, rule, or regulation, which taxes relate to an event or transaction occurring on or after Closing.

ARTICLE XII GENERAL PROVISIONS

The following general provisions shall apply to this Agreement.

12.1 Notices. All notices required or permitted hereunder or under any related agreement or instrument (unless such related agreement or instrument otherwise provides) will be deemed delivered when delivered personally, mailed by certified mail, return receipt requested, or registered mail, or sent by a nationally recognized overnight courier to the respective party at the following addresses or to such other address as each respective party may in writing hereafter designate:

To SELLER:

Dark Horse Genetics, LLC
c/o Jason Thomas Holck
2145 S Kalamath Street,
Denver, Colorado 80223

To BUYER:

5280 AG LLC
3532 Lissa Dr.
Berthoud, Colorado 80513

12.2 Successors and Assigns. This Agreement will be binding upon the Parties hereto and their respective successors, personal representatives, heirs, and assigns. However, no Party hereto will have any right to assign any of its obligations pursuant to this Agreement except with the prior written consent of the other Party.

12.3 Merger. This Agreement and the schedules attached hereto set forth the entire agreement of the Parties with respect to the subject matter hereof and may not be amended or modified except in writing signed by all the Parties.

12.4 Governing Law. This Agreement, and all questions relating to its validity, interpretation, performance and enforcement (including, without limitation, provisions concerning limitations of action), shall be governed by and construed in accordance with the laws of the State of Colorado without any regard to Colorado's choice of law principles. The parties irrevocably consent to the jurisdiction and venue of the state courts located in Boulder County, Colorado in connection with any action relating to this Agreement. The Parties agree C.R.S. §13-22-601 provides that contracts regarding state-legal marijuana are neither void nor voidable as against public policy. Federal law shall not be a defense to breach of this agreement.

12.5 Modification or Severance. In the event that any provision of this Agreement is found by any court or other authority of competent jurisdiction to be illegal or unenforceable, such provision shall be severed or modified to the extent necessary to render the remainder of the Agreement enforceable, and, as so severed or modified, this Agreement will remain in full force and effect.

12.6 Captions. The captions in this Agreement are included for convenience only and shall not in any way affect the interpretation of any of the provisions hereof.

12.7 Attorneys' Fees. The prevailing party in any dispute shall be entitled to reasonable attorney fees and costs as determined by the Court. The prevailing party shall be determined based upon an assessment of which party's arguments or positions could fairly be said to have prevailed over the other party's arguments or positions on major disputed issues at trial. Such assessment should include evaluation of the following: the amount of the net recovery, the primary issues disputed by the parties, whether the amount of the award comprises a significant percentage of the amount sought by the claimant, and the most recent settlement positions of the parties.

12.8 Damages. Damages in the event of breach of this Agreement by a Buyer or Seller hereto may be difficult, if not impossible, to ascertain, and it is therefore agreed that Buyer or Seller, in addition to and without limiting any other remedy or right it may have, will have the right to an injunction or other equitable relief in any court of competent jurisdiction, enjoining any such breach, and enforcing specifically the terms and provisions hereof, and each of the parties hereto hereby waives any and all defenses it may have on the ground of lack of jurisdiction or competence of the court to grant such an injunction or other equitable relief. The existence of this right will not preclude Buyer or Seller from pursuing any other rights and remedies at law or in equity which Buyer or Seller may have.

12.9 Counterparts; Facsimile. This Agreement may be executed in counterparts, each of which shall constitute an original and which together shall constitute one and the same agreement. For the purposes of this Agreement, facsimile or electronic signatures shall be deemed originals.

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the date first above written.

Dark Horse Genetics, LLC

5280 AG LLC

By: Jason Holck
Jason Holck
Date: 08/07/24

By: David Crawford
David Crawford
Date: 08/08/24

By: Christina Crawford
Christina Crawford
Date: 08/08/24

LIST OF EXHIBITS TO BE ATTACHED TO THIS AGREEMENT

Exhibit A	Seller's Assets
Exhibit B	Promissory Note
Exhibit C	Closing Certificate
Exhibit D	Bill of Sale

EXHIBIT A: SELLER'S ASSETS

Included Assets

1. 64 Growers Choice ROI-720 LED lights;
2. 22 Boulder Lamp CMH 315w lights;
3. All trays, tray stands, irrigation and reservoirs used at the Business;
4. Two 5-ton AC units and air handlers;
5. One 2.5-ton AC unit and air handler; and
6. MED license 403R-00863 and related City of Denver license.

EXHIBIT B: PROMISSORY NOTE

SECURED PROMISSORY NOTE

Borrower: 5280 AG LLC

3532 Lissa Dr.
Berthoud, CO 80513

Lender: Dark Horse Genetics, LLC**Payment Address:**

2145 S Kalamath Street,
Denver, Colorado 80223

Principal Amount: \$150,000.00**Date of Note:** _____

1. **PROMISE TO PAY.** 5280 AG LLC ("Borrower") promises to pay to Dark Horse Genetics, LLC ("Lender"), in lawful money of the United States of America, the principal amount of One hundred and Fifty Thousand Dollars (\$150,000.00).
2. **DELIVERY OF NOTE.** The delivery of this secured promissory note (the "Note") by Borrower to Lender is closing obligation of Borrower in accordance with the certain asset purchase agreement dated _____ and entered into between Borrower, as Buyer, and Lender, as Seller (the "**Purchase Agreement**"). Capitalized terms used herein but not defined herein shall have the meaning set forth in the Purchase Agreement.
3. **INTEREST.** The unpaid principal balance under this Note shall not bear interest except in the event of default.
4. **PAYMENT.** Borrower shall pay Lender six (6) equal payments in the amount of Twenty Five Thousand Dollars (\$25,000.00). The payments shall be due beginning on the first day of the third month following the Closing Date, with subsequent payments due on the first day of each third month thereafter until all amounts due hereunder are paid or satisfied in full. Borrower shall pay Lender at Lender's address identified above or at such other place as Lender may designate in writing, provide any such change in Lender's address is received in writing at least ten (10) days prior to the next-occurring payment due date. Unless otherwise agreed or required by applicable law, payment will be applied first to any unpaid collection costs, late charges, and fees, next to accrued unpaid interest, and then to principal. Payment shall be considered late if not paid by the close of business on the date payment is due. A one-time late fee of \$2,000.00 shall apply to any late payment.
5. **PREPAYMENT.** Borrower may pay all or a portion of the amount owed earlier than it is due at no additional cost or prepayment penalty.
6. **DEFAULT.** Borrower will be in default if any of the following happens: (a) Borrower fails to make any payment when due and not otherwise cured, including payment and the late fee; or (b) Borrower fails to comply with or to perform when due any other term, obligation, covenant, or condition contained in this Note. After written notice and an opportunity to cure, Lender may accelerate the payment of all amounts due upon default by Borrower at its sole discretion. Any default is curable and may be cured and no event of default will have occurred provided that Borrower (a) cures the default within fifteen (15) days; or (b) if the cure requires more than fifteen (15) days, immediately initiates steps sufficient to cure the default and thereafter continue and complete all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.
7. **SECURITY.** This Note shall be secured by all Purchased Assets conveyed by the Purchase Agreement. In an event of default, Lender shall provide written notice of intent to exercise this security right, in which case the Borrower shall cooperate with submitting change of ownership applications to the Marijuana Enforcement Division and Denver Marijuana Licensing Authority within fourteen (14) days

of Borrower's receipt of the written notice of intent to exercise the security. All expenses and application fees associated with the return of the Purchased Assets shall be paid by Borrower. In the event that Borrower fails to comply with this provision, Lender may seek specific performance for return of all of Purchased Assets.

8. **LENDER'S RIGHTS.** Upon default, Lender may hire or pay someone to help collect this Note if Borrower does not pay it when due, and Borrower also will pay Lender the reasonable costs thereof which include, subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including, but not limited to, attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. Borrower also shall pay any court costs in addition to all other sums provided by law. Upon default, all outstanding principal shall bear interest at the rate of twelve percent (12%) per annum until the matter is resolved.
9. **GENERAL PROVISIONS.** Lender may delay or forgo enforcing any of his rights or remedies under this Note without waiving them. Upon any change in the terms of this Note, and unless otherwise expressly stated in writing, no party who signs this Note shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly at for any length of time) this loan, or release any party and take any other action deemed necessary by Lender without the consent of or notice to anyone. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made.
10. **Colorado Law.** This Note, and all questions relating to its validity, interpretation, performance and enforcement (including, without limitation, provisions concerning limitations of action), shall be governed by and construed in accordance with the laws of the State of Colorado without any regard to Colorado's choice of law principles. The parties irrevocably consent to the jurisdiction and venue of the state courts located in Boulder County, Colorado in connection with any action relating to this Amendment. The Parties agree C.R.S. §13-22-601 provides that contracts regarding state-legal cannabis are neither void nor voidable as against public policy. The parties shall not make nor raise any defense that the conduct underlying this Note may be illegal under federal law.
11. **SEVERABILITY.** The invalidity or unenforceability of any provisions of this Note shall not affect the validity or enforceability of any other provision of this Note, which shall remain in full force and effect.
12. **INTERPRETATION.** In the event of a conflict in interpretation between the terms and provisions of the Purchase Agreement and the terms and provisions of this Note, the terms and provisions of the Purchase Agreement shall control.

PRIOR TO SIGNING THIS NOTE, BORROWER HAS READ AND UNDERSTOOD ALL ITS PROVISIONS. BORROWERS AGREE TO THE TERMS OF THE NOTE AND ACKNOWLEDGE RECEIPT OF A COMPLETED COPY OF IT. TO FACILITATE EXECUTION, FACSIMILE, OR PDF SIGNATURES SHALL BE BINDING AS ORIGINAL SIGNATURES. BORROWERS ACKNOWLEDGE THEY HAVE HAD THE OPPORTUNITY TO CONSULT WITH COUNSEL.

By: _____
Name: 5280 AG LLC
By: David Crawford
Borrower's Address: 3532 Lissa Dr, Berthoud, CO 80513

EXHIBIT C: FORM OF CLOSING CERTIFICATE

SELLER'S CLOSING CERTIFICATE

[DATE]

Dark Horse Genetics, LLC (the "Seller"), in connection with that certain Asset Purchase Agreement dated _____ (the "**Purchase Agreement**"), by and among the Seller and 5280 AG LLC (the "Buyer") in accordance with Section 9.1 of the Purchase Agreement, does hereby certify in this certificate ("**Closing Certificate**") to the Buyer the following:

1. That all of the representations and warranties of the Seller contained in the Purchase Agreement are true as of the Closing Date.
2. All capitalized terms used in this Closing Certificate and not otherwise defined shall have the meanings ascribed to such terms in the Purchase Agreement.

IN WITNESS WHEREOF, the undersigned has duly executed this Closing Certificate as of the date first written above.

By: _____

Name:

Title:

BUYER'S CLOSING CERTIFICATE

[DATE]

5280 AG LLC (the "Buyer"), in connection with that certain Asset Purchase Agreement dated _____ (the "**Purchase Agreement**"), by and among the Buyer and Dark Horse Genetics, LLC (the "Seller") in accordance with Section 9.1 of the Purchase Agreement, does hereby certify in this certificate ("**Closing Certificate**") to the Seller the following:

3. That all of the representations and warranties of the Buyer contained in the Purchase Agreement are true as of the Closing Date.
4. All capitalized terms used in this Closing Certificate and not otherwise defined shall have the meanings ascribed to such terms in the Purchase Agreement.

IN WITNESS WHEREOF, the undersigned has duly executed this Closing Certificate as of the date first written above.

By: _____

Name:

Title:

EXHIBIT D: BILL OF SALE

THIS BILL OF SALE ("Bill of Sale") is made this ____ day of _____, 2024, by Dark Horse Genetics, LLC, a Colorado limited liability company ("Seller"), in favor of 5280 AG LLC, a Colorado limited liability company ("Buyer").

WITNESSETH:

WHEREAS, Seller and Buyer entered into that certain Asset Purchase Agreement dated _____ (the "Purchase Agreement"). The Purchase Agreement was entered into with respect to the sale of that certain property identified on Exhibit A attached thereto and the improvements located thereon. (Any term with its initial letter capitalized and not otherwise defined herein shall have the meaning set forth in the Purchase Agreement.)

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller does hereby absolutely and unconditionally give, grant, bargain, sell, transfer, set over, assign, convey, release, confirm and deliver to Buyer, all of Seller's right, title and interest in and to those certain items of personal property described on Exhibit A attached hereto and made a part hereof relating to the Premises without representation or warranty of any kind whatsoever except as set forth in and subject to the terms of the Purchase Agreement.

WITH RESPECT TO ALL MATTERS TRANSFERRED, WHETHER TANGIBLE OR INTANGIBLE, PERSONAL OR REAL, SELLER EXPRESSLY DISCLAIMS A WARRANTY OF MERCHANTABILITY AND WARRANTY FOR FITNESS FOR A PARTICULAR USE OR ANY OTHER WARRANTY EXPRESSED OR IMPLIED THAT MAY ARISE BY OPERATION OF LAW OR UNDER THE UNIFORM COMMERCIAL CODE FOR THE STATE IN WHICH THE PROPERTY IS LOCATED (OR ANY OTHER STATE).

This Bill of Sale shall be binding upon and inure to the benefit of the successors, assigns, personal representatives, heirs and legatees of Buyer and Seller.

This Bill of Sale shall be governed by, interpreted under, and construed and enforceable in accordance with, the laws of the State of Colorado.

SELLER: Dark Horse Genetics, LLC

BUYER: 5280 AG LLC

By: _____
Name: Jason Holck
Its: Managing Member
Date: _____

By: _____
Name: David Crawford
Its: _____
Date: _____

By: _____
Name: Christina Crawford
Its: _____
Date: _____

Asset Purchase Agreement

Final Audit Report

2024-08-08

Created:	2024-08-07
By:	Jeffrey Gard (email@gardlawfirm.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAArFPRMAF6doTC440tywA8TZdPyBe-Rldg

"Asset Purchase Agreement" History

-  Document created by Jeffrey Gard (email@gardlawfirm.com)
2024-08-07 - 6:07:01 PM GMT- IP address: 63.225.18.79
-  Document emailed to Jason Holck (jason@darkhorsegenetics.com) for signature
2024-08-07 - 6:07:07 PM GMT
-  Document emailed to Christina Crawford (cmartin665@gmail.com) for signature
2024-08-07 - 6:07:07 PM GMT
-  Document emailed to David Crawford (davidcrawford420@gmail.com) for signature
2024-08-07 - 6:07:07 PM GMT
-  Email viewed by Jason Holck (jason@darkhorsegenetics.com)
2024-08-07 - 6:19:18 PM GMT- IP address: 74.125.215.228
-  Document e-signed by Jason Holck (jason@darkhorsegenetics.com)
Signature Date: 2024-08-07 - 6:22:48 PM GMT - Time Source: server- IP address: 96.69.131.194
-  Email viewed by David Crawford (davidcrawford420@gmail.com)
2024-08-07 - 7:29:38 PM GMT- IP address: 74.125.215.226
-  Email viewed by Christina Crawford (cmartin665@gmail.com)
2024-08-08 - 3:56:28 PM GMT- IP address: 74.125.215.226
-  Document e-signed by Christina Crawford (cmartin665@gmail.com)
Signature Date: 2024-08-08 - 3:59:27 PM GMT - Time Source: server- IP address: 73.243.227.106
-  Document e-signed by David Crawford (davidcrawford420@gmail.com)
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