

SECURITIES AND EXCHANGE COMMISSION

FORM 8-K

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ALPINE 4 HOLDINGS, INC.

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UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM 8-K

CURRENT REPORT
PURSUANT TO SECTION 13 OR 15(D) OF THE
SECURITIES EXCHANGE ACT OF 1934

DATE OF REPORT (DATE OF EARLIEST EVENT REPORTED) May 4, 2021



Alpine 4 Holdings, Inc.

(EXACT NAME OF REGISTRANT AS SPECIFIED IN CHARTER)

Delaware

(STATE OR OTHER JURISDICTION
OF INCORPORATION OR
ORGANIZATION)

000-55205

(COMMISSION FILE NO.)

46-5482689

(IRS EMPLOYEE IDENTIFICATION
NO.)

2525 E Arizona Biltmore Circle, Suite 237
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(ADDRESS OF PRINCIPAL EXECUTIVE OFFICES)

480-702-2431

(ISSUER TELEPHONE NUMBER)

ALPINE 4 TECHNOLOGIES LTD.

(FORMER NAME OR FORMER ADDRESS, IF CHANGED SINCE LAST REPORT)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
None	N/A	N/A

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter). Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

- Item 1.01** **Entry into a Material Definitive Agreement.**
Item 2.01 **Completion of Acquisition or Disposition of Assets.**
Item 3.02 **Unregistered Sales of Equity Securities.**

Business Holding Company Acquisition

On May 4, 2021, Alpine 4 Holdings, Inc., a Delaware corporation (the “Company”), announced that its wholly owned subsidiary A4 Manufacturing, Inc., a Delaware corporation (“A4 Manufacturing”), had entered into a Membership Interest Purchase Agreement (the “MIPA”) with Alternative Laboratories, LLC, a Delaware limited liability company (“Alt Labs”), KAI Enterprises, LLC, a Florida limited liability company (“KAI”), and Kevin Thomas (“Thomas”). The purchase of the Acquired Interests as discussed herein is referred to as the “Transaction.” The parties to the MIPA agreed that the closing of the Transaction would take place when all of the conditions set forth in the MIPA were met or waived by the applicable parties, and such date would be referred to as the “Closing Date.” The Closing Date of the Transaction occurred on Monday, May 10, 2021.

Prior to the Transaction, Mr. Thomas owned all of the issued and outstanding membership interests (the “Acquired Interests”) of KAI, which owns all of the issued and outstanding membership interests of Alt Labs. Pursuant to the MIPA, on the Closing Date, A4 Manufacturing acquired ownership of the Acquired Interests, and indirect ownership of Alt Labs.

The purchase price for the Acquired Interests (the “Purchase Price”) consisted of Ten Million Dollars (\$10,000,000), as well as shares of the Company’s Class A Common Stock (the “Shares”) equal to the book value of the inventory of Alt Labs, which was determined at the close of business on the business day immediately prior to the Closing Date, which was May 7, 2021. The Company issued 361,787 Shares as of the Closing Date.

The Shares were issued in connection with the Transaction described above without registration under the 1933 Act in reliance on Section 4(a)(2) of the 1933 Act and the rules and regulations promulgated thereunder.

Business of Alt Labs

Alt Labs is a private-label contract manufacturer located in Southwest Florida. Prior to the closing of the Transaction, Alt Labs has specialized in the manufacturing and packaging of liquids, powders, tablets, capsules, and other unique nutritionals. Alt Labs’ product formulation abilities and global raw material access provide Alt Labs’ clients with unique “first-to-market” products and cutting-edge innovations.

The Alt Labs facilities are registered with the FDA and cGMP, and are Organic and Kosher certified.

The services offered by Alt Labs include pasteurization; sterilization; particle sizing; UV sanitation; purification; cold & hot filling of liquids; packaging; Research & Product Development; high vacuum-low temp-Microwave foods processing, including “jet puffed dried foods.”

Following the Closing Date, A4 Manufacturing intends to continue to operate the business of Alt Labs.

Commission Agreement with Mr. Thomas

In connection with the MIPA and the Transaction, Alt Labs and ASD Capital Group LLC (“ASD”), through its Managing Member, Mr. Thomas, entered into a commission agreement (the “Commission Agreement”), pursuant to which Alt Labs agreed to compensate ASD for providing customer relationship management services to help Alt Labs grow its customer base and revenues. The term of the Commission Agreement is for an initial period of two years, renewable for successive one-year periods unless either party gives at least 90 days’ notice prior to the expiration of the first year or any subsequent renewal period. Pursuant to the Commission Agreement, Alt Labs agreed to pay one percent of gross sales derived from established product SKUs, five percent of gross sales derived from new product SKUs during the first year of sales of such new products (with certain limitations and conditions), and two percent of gross sales from the new products during the second and subsequent years of sales of such new products.

Real Estate Holding Company Acquisition

In connection with the purchase of the Acquired Interests, the parties to the MIPA acknowledged and agreed that A4 Manufacturing would purchase all of the issued and outstanding membership interests of 4740 Cleveland, LLC, a Florida limited liability company (“4740”) from Mr. Thomas pursuant to a purchase agreement (the “Purchase Agreement”). The purpose of the Purchase Agreement would be for A4 Manufacturing to acquire indirect ownership of real property owned by 4740 (the “Real Property”) is defined in the MIPA as the real property owned by 4740 and located at 4740 South Cleveland Avenue, Fort Myers, Florida 33907, and all the Improvements located thereon and Appurtenances thereto. The acquisition of the Real Property is referred to herein as the “Real Property Sale,” and the parties to the MIPA agreed that the Real Property Sale would close within 75 days after the Closing Date.

In connection with the Real Property Sale, A4 Manufacturing agreed to enter into the Purchase Agreement, the Lease Agreement and the Escrow Agreement (all discussed below) all dated as of the Closing Date. A4 Manufacturing also agreed to pay to Cona Law, PLLC (the “Escrow Agent”), the sum of \$1,600,000 (the “Escrow Amount”) on the Closing Date. The Escrow Amount will be held by the Escrow Agent pursuant to the terms and conditions of the Escrow Agreement.

From the Closing Date until the closing of the Real Property Sale, A4 Manufacturing will have use of the Real Property (defined as) to operate the business operations conducted by Alt Labs in accordance with and pursuant to the terms and conditions of the Lease Agreement.

Escrow Agreement

The Escrow Agreement, between A4 Manufacturing, Kevin Thomas, and Escrow Agent, sets forth the terms pursuant to which the Escrow Agent will hold the Escrow Amount until the closing of the purchase of 4047 by A4 Manufacturing.

Lease Agreement

A4 Manufacturing and 4740 agreed to enter into the Lease Agreement, dated as of the Closing Date, relating to A4 Manufacturing’s leasing of the Real Property from 4740. The Lease Agreement is a Triple-Net Lease, running for six years through April 30, 2027.

Base rent is \$48,833.33 monthly through June 2021; \$49,583.34 for July 2021; and \$58,333.33 from August 2021 through April 2027.

The foregoing summaries of the terms of the MIPA, the Commission Agreement, the Escrow Agreement, the Lease Agreement, and the Purchase Agreement are subject to, and qualified in their entirety by the forms of the MIPA, the Commission Agreement, the Escrow Agreement, the Lease Agreement, and the Purchase Agreement, which are incorporated herein by reference.

Item 9.01 Financial Statement and Exhibits.

(d) Exhibits.

Exhibit Number	Description
10.1	Membership Interest Purchase Agreement
10.2	Commission Agreement
10.3	Escrow Agreement
10.4	Lease Agreement
10.5	Purchase Agreement
99	Press Release

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this Report to be signed on its behalf by the undersigned hereunto duly authorized.

Alpine 4 Holdings, Inc.

By: /s/ Kent B. Wilson
Kent B. Wilson
Chief Executive Officer, President
(Principal Executive Officer)

Date: May 10, 2021

MEMBERSHIP INTEREST PURCHASE AGREEMENT

by and among

A4 Manufacturing, Inc.,

Alpine 4 Holdings, Inc.,

Alternative Laboratories, LLC,

KAI Enterprises, LLC,

and

Kevin Thomas

Dated as of May 4, 2021

TABLE OF CONTENTS

	Page
ARTICLE I DEFINITIONS	1
ARTICLE II SALE AND PURCHASE OF INTERESTS	5
2.1 Sale and Purchase of Interests	5
2.2 Payment for the Interests	5
2.3 Closing	6
2.4 Transactions to be Effected at Closing.	6
2.5 Non-Circumvention	7
2.6 Retention of Cash and Accounts Receivable	7
2.7 Sale of the Real Property	7
ARTICLE III REPRESENTATIONS AND WARRANTIES OF THE SELLER	7
3.1 Authority	8
3.2 Interest Ownership	8
3.3 Investment Intent	8
3.4 Brokers' or Finders' Fees	8
ARTICLE IV REPRESENTATIONS AND WARRANTIES OF KAI AND THE COMPANY	8
4.1 Organization and Corporate Power	8
4.2 Authority	8
4.3 Capitalization	8
4.4 Brokers' or Finders' Fees	9
4.5 Disclosure	9
ARTICLE V REPRESENTATIONS AND WARRANTIES OF THE BUYER AND PARENT	9
5.1 Organization and Authority	9
5.2 No Conflicts	9
5.3 Independent Investigation	9
5.4 Validity of the Buyer's Shares	10
5.5 Litigation	10
5.6 Brokers' or Finders' Fees	10
5.7 Investment Intent	10
5.8 Disclosure	10
ARTICLE VI RESERVED	10
ARTICLE VII POST-CLOSING COVENANTS	10
7.1 Litigation Support	10
7.2 Transition	11
7.3 Confidentiality	11
7.4 Compliance with Laws	11
7.5 Consulting Services	11
ARTICLE VIII INDEMNIFICATION	11
8.1 Indemnification by the Seller	11
8.2 Indemnification by the Buyer	12
8.3 Survival and Time Limitations	12
8.4 Limitations on Indemnification	12

8.5	Claims Against KAI	13
8.6	Third-Party Claims	13
8.7	Other Indemnification Matters	14
8.8	Exclusive Remedy	14
ARTICLE IX TAX MATTERS		14
9.1	Tax Indemnification	14
9.2	Reserved.	15
9.3	Tax Periods Beginning Before and Ending After the Closing Date	15
9.4	Cooperation on Tax Matters	15
9.5	Certain Transfer Taxes	15
ARTICLE X MISCELLANEOUS		15
10.1	No Third-Party Beneficiaries'	15
10.2	Entire Agreement	15
10.3	Successors and Assigns	15
10.4	Counterparts	16
10.5	Notices	16
10.6	Jurisdiction; Service of Process	16
10.7	Venue	16
10.8	Governing Law	17
10.9	Amendments and Waivers	17
10.10	Severability	17
10.11	Expenses	17
10.12	Construction	17
10.13	Specific Performance	18
10.14	Further Assurances	18
10.15	Public Announcement	18
10.16	Attorneys' Fees	18
10.17	Conflict Waiver; Attorney-Client Privilege	18

EXHIBITS

A	Assignment
B	Commission Agreement
C	Escrow Agreement
D	Lease Agreement
E	Lease Guaranty Agreement
F	Purchase Agreement

SCHEDULES

2.6	Accounts Receivables and Finished Goods
3.4	Brokers' or Finders' Fees
4.1	Organization
4.4	Brokers' or Finders' Fees
5.6	Brokers' or Finders' Fees

MEMBERSHIP INTEREST PURCHASE AGREEMENT

This Membership Interest Purchase Agreement (this "**Agreement**") is entered into as of May 4, 2021 (the "**Effective Date**") by and among A4 Manufacturing, Inc., a Delaware corporation (the "**Buyer**") and wholly owned subsidiary of Alpine 4 Holdings, Inc., a Delaware corporation ("**Parent**"), Alternative Laboratories, LLC., a Delaware limited liability company (the "**Company**"), KAI Enterprises, LLC, a Florida limited liability company ("**KAI**") and Kevin Thomas (the "**Seller**"). The Buyer, Parent, the Company, KAI and the Seller may each be referred to herein as a "**Party**" and collectively as the "**Parties**."

STATEMENT OF PURPOSE

The Seller is the record and beneficial owner of 100% of the issued and outstanding membership interests of KAI (the "**Interests**"), constituting 100% of the issued and outstanding securities of KAI on a fully-diluted basis. KAI is the record and beneficial owner of 100% of the issued and outstanding membership interests of the Company, constituting 100% of the issued and outstanding securities of the Company on a fully-diluted basis. The Seller desires to sell all of the Interests to the Buyer, and the Buyer desires to purchase the Interests from the Seller, upon the terms and subject to the conditions set forth in this Agreement. Pursuant to this Agreement, the Buyer hereby agrees to purchase from the Seller, and the Seller hereby agree to sell to the Buyer, all of the outstanding Interests for the consideration and upon the terms and subject to the conditions set forth in this Agreement.

ARTICLE I DEFINITIONS

When used in this Agreement, the following terms will have the meanings assigned to them in this Article I.

"**4740**" means 4740 Cleveland, LLC, a Florida limited liability company.

"**Affiliate**" means, with respect to a specified Person, any other Person that directly or indirectly controls, is controlled by, or is under common control with, the specified Person. The term "control" means: (a) the possession, directly or indirectly, of the power to vote 50% or more of the securities or other equity interests of a Person having ordinary voting power; (b) the possession, directly or indirectly, of the power to direct or cause the direction of the management policies of a Person, by contract or otherwise; or (c) being a member, director, officer, executor, trustee or fiduciary (or their equivalents) of a Person or a Person that controls such Person. With respect to a Person who is an individual, "control" by the spouse of such Person, or by any ancestor or descendant of such Person or such Person's spouse who resides in the same house as such Person, shall be deemed control by such Person.

"**Affiliated Group**" means an affiliated group as defined in Code Section 1504 (or any analogous combined, consolidated or unitary group defined under state, local or foreign income Tax law).

"**Appurtenances**" means all privileges, rights, easements, hereditaments and appurtenances belonging to or for the benefit of the Real Property, including all easements appurtenant to and for the benefit of the Real Property for, and as the primary means of access between, the Real Property and a public way, or for any other use upon which lawful use of the Real Property for the purposes for which it is presently being used is dependent, and all rights existing in and to any streets, alleys, passages and other rights-of-way included thereon or adjacent thereto (before or after vacation thereof) and vaults beneath any such streets.

"**Assignment**" means that certain Assignment of Membership Interest by and between the Seller and the Buyer for the assignment of the Interests to the Buyer, dated as of the Closing Date, in substantially the form set forth in Exhibit A attached to this Agreement.

"**Business**" means the business operations as conducted by the Company on the Closing Date, consistent with past practice.

"**Business Day**" means any day that is not a Saturday, Sunday or a Federal public holiday.

"**Code**" means the Internal Revenue Code of 1986, as amended.

"**Commission Agreement**" means that certain Commission Agreement by and between the Company and the Seller, dated as of the Closing Date, in substantially the form set forth in Exhibit B attached to this Agreement.

"**Confidential Information**" means information concerning the Business or the affairs of the Company, including information relating to customers, clients, suppliers, distributors, investors, lenders, consultants, independent contractors or employees, customer and supplier lists, price lists and pricing policies, cost information, financial statements and information, budgets and projections, business plans, production costs, market research, marketing plans and proposals, sales and distribution strategies, processes and business methods, technical information, pending projects and proposals, inventions, discoveries, technologies, trade secrets, formulae, technical data, designs, patterns, marks, names, industrial designs, compositions, works of authorship and other Intellectual Property, devices, samples, plans, drawings and specifications, photographs and digital images, computer software and programming, all other confidential information and materials relating to the Business or affairs of the Company, and all notes, analyses, compilations, studies, summaries, reports, manuals, documents and other materials prepared by or for the Company containing or based in whole or in part on any of the foregoing, whether in verbal, written, graphic, electronic or any other form. Notwithstanding the above, Confidential Information does not mean or include information concerning the Business or the affairs of the Company, or otherwise, which: (a) is in the possession of the Seller or the Seller has knowledge of as of the Closing Date; or (b) is independently developed or obtained by the Seller after the Closing Date.

"**Consent**" means any consent, approval, authorization, permission or waiver.

"**Contract**" means any contract, obligation, understanding, commitment, lease, license, purchase order, work order, bid or other agreement, whether written or oral and whether express or implied, together with all amendments and other modifications thereto.

"**Encumbrance**" means any lien, mortgage, pledge, encumbrance, charge, security interest, adverse or other claim, community property interest, condition, equitable interest, option, warrant, right of first refusal, easement, profit, license, servitude, right of way, covenant, zoning or other restriction of any kind or nature.

"**Escrow Agent**" means Cona Law, PLLC.

"**Escrow Agreement**" means that certain Escrow Agreement by and between the Buyer, the Seller and the Escrow Agent, dated as of the Closing Date, in substantially the form set forth in Exhibit C attached to this Agreement.

"**Escrow Amount**" means One Million Four Hundred Thousand Dollars (\$1,400,000).

"Finished Goods" means the pending invoice amount of the Company's customer-branded products that are ready and able to be, but have not yet been, shipped or invoiced (according to GAAP) to customers.

"Fraud" means, with respect to a Party, an actual and intentional misrepresentation of a material existing fact with respect to the making of any representation or warranty in Article III, Article IV or Article V made by such Party: (a) with respect to the Seller, to Seller's Knowledge or (b) with respect to the Buyer, to Buyer's Knowledge, of its falsity and made for the purpose of inducing the other Party to act, and upon which the other Party justifiably relies with resulting quantifiable Losses.

"GAAP" means generally accepted accounting principles in the United States as set forth in pronouncements of the Financial Accounting Standards Board (and its predecessors) and the American Institute of Certified Public Accountants and, unless otherwise specified, as in effect on the date hereof or, with respect to any financial statements prepared prior to the date hereof, the date such financial statements were prepared.

"Governmental Body" means any federal, state, local or other government or quasi-governmental authority or any department, agency, subdivision, court or other tribunal of any of the foregoing.

"Improvements" means all buildings, structures, fixtures and improvements located on the Real Property.

"Intellectual Property" means, with respect to the Company, all: (a) inventions (whether patentable or unpatentable and whether or not reduced to practice), improvements thereto, and patents, patent applications, and patent disclosures, together with re-issuances, continuations, continuations-in-part, revisions, extensions and reexaminations thereof; (b) trademarks, service marks, trade dress, logos, trade names, and corporate names, together with translations, adaptations, derivations and combinations thereof and including goodwill associated therewith, and applications, registrations, and renewals in connection therewith; (c) copyrightable works, copyrights, and applications, registrations and renewals in connection therewith; (d) trade secrets and Confidential Information; (e) computer software, in object and source code format (including data and related documentation); (f) plans, drawings, architectural plans and specifications; (g) websites; (h) other proprietary rights; and (i) copies and tangible embodiments and expressions (in whatever form or medium) of any of the foregoing, including all improvements and modifications thereto and derivative works thereof.

"IRS" means the U.S. Internal Revenue Service.

"Knowledge" of any Person means: (a) the actual knowledge of such Person; or (b) the knowledge that a reasonable Person should have after reasonable inquiry of employees, directors and officers of such Person (in the case of a legal entity). Notwithstanding the foregoing, references to the **"Seller's Knowledge"** and **"Company's Knowledge"** means the actual knowledge of the Seller.

"Law" means any federal, state, local, or other law, statute, ordinance, regulation, rule, regulatory or administrative guidance, Order, constitution, principle of common law or other restriction of any Governmental Body.

"Lease Agreement" means that certain Lease Agreement by and between the Buyer and 4740, dated as of the Closing Date, relating to the Buyer leasing the Real Property from 4740, in substantially the form set forth in **Exhibit D** attached to this Agreement.

"Lease Guaranty Agreement" means that certain Lease Guaranty Agreement executed by Parent in favor of 4740, dated as of the Closing Date, in connection with the Lease Agreement, in substantially the form set forth in Exhibit E attached to this Agreement.

"Liability" means any liability, obligation or commitment of any kind or nature, whether known or unknown, asserted or unasserted, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, or due or to become due.

"Loss" means any loss, claim, demand, Order, damage (excluding, with respect to indemnification claims between the Seller and the Buyer (and not with respect to indemnification claims involving third parties), lost profits and consequential or special damages), penalty, fine, cost, settlement payment, Liability, Tax, Encumbrance, expense, fee, court costs or reasonable attorneys' fees and expenses.

"Order" means any order, award, decision, injunction, judgment, ruling, decree, charge, writ, subpoena or verdict entered, issued, made or rendered by any Governmental Body or arbitrator.

"Organizational Documents" means: (a) the certificate or articles of incorporation and bylaws; (b) any documents comparable to those described in clause (a) as may be applicable pursuant to any Law; and (c) any amendment or modification to any of the foregoing.

"Permit" means any permit or Consent issued by any Governmental Body or pursuant to any Law.

"Person" means any individual, corporation, limited liability company, partnership, sole proprietorship, joint venture, trust, estate, association, organization, labor union, Governmental Body or other entity.

"Proceeding" means any proceeding, charge, complaint, claim, demand, notice, action, suit, litigation, hearing, audit, investigation, arbitration or mediation (in each case, whether civil, criminal, administrative, investigative or informal) commenced, conducted, heard or pending by or before any Governmental Body, arbitrator or mediator.

"Purchase Agreement" means that certain Membership Interest Purchase Agreement by and between Parent, the Buyer, 4740 and the Seller, dated as of the Closing Date, relating to the Buyer's purchase of all of the outstanding membership interest in 4740 from the Seller, in substantially the form set forth in Exhibit F attached to this Agreement.

"Real Property" means collectively, the real property owned by 4740 and located at 4740 South Cleveland Avenue, Fort Myers, Florida 33907, and all the Improvements located thereon and Appurtenances thereto.

"Representative" means, with respect to a particular Person, any manager, director, officer, employee, agent, consultant, advisor or other representative of such Person, including legal counsel, accountants and financial advisors.

"SEC" means the United States Securities and Exchange Commission.

"Securities Act" means the Securities Act of 1933, as amended.

"Shares" means shares of Parent's Class A common stock equal to the sum of the book value of the Company's inventory, less the Finished Goods, plus vendor deposits, less any customer deposits, all as

determined at the close of business on the Business Day immediately prior to the Closing Date, divided by the average of the VWAP of such shares for the three Trading Days immediately prior to the Closing Date.

"Share Proceeds" means the aggregate amount of net cash proceeds the Seller receives upon the sale or other disposition of the Shares, after deducting any and all costs, fees, Taxes and any other type of expense incurred or owed in connection with, or as a result of, the sale or other disposition of such Shares.

"Tax" means: (a) any federal, state, local, foreign or other income, gross receipts, license, payroll, employment, excise, severance, stamp, occupation, premium, windfall profits, environmental, customs duties, capital stock, franchise, profits, withholding, social security (or similar), unemployment, disability, real property, personal property, sales, use, transfer, registration, value added, general service, alternative or add-on minimum, estimated or other tax of any kind whatsoever, however denominated, or computed, and including any interest, penalty, or addition thereto, whether disputed or not; (b) Liability for the payment of any amounts of the type described in clause (a) arising as a result of being (or ceasing to be) a member of any Affiliated Group (or being included (or required to be included) in any Tax Return relating thereto); and (c) Liability for the payment of any amounts of the type described in clause (a) or (b) as a transferee or successor, by Contract or from any express or implied obligation to indemnify or otherwise assume or succeed to the Liability of any other Person.

"Tax Return" means any return, declaration, report, claim for refund, or information return or other document or statement relating to Taxes, including any form, schedule or attachment thereto and any amendment or supplement thereof.

"Trading Day" means a day on which the OTCQB Market operated by OTC Markets Group, Inc. (or any successors thereof) is open for trading.

"Transactions" means the transactions contemplated by the Transaction Documents.

"Transaction Documents" means this Agreement, the Assignment, the Commission Agreement, the Escrow Agreement, the Lease Agreement, the Lease Guaranty Agreement, the Purchase Agreement and all other written agreements, documents and certificates contemplated by any of the foregoing documents.

"VWAP" means the daily dollar volume-weighted average sale price for Parent's Class A common stock on the OTCQB Market or other market operated by OTC Markets Group, Inc. on any particular Trading Day (during the period beginning at such time as such market publicly announces is the official open of trading, and ending at such time as such market publicly announces is the official close of trading), as reported by Bloomberg Financial Markets.

ARTICLE II SALE AND PURCHASE OF INTERESTS

Sale and Purchase of Interests. Subject to the terms and conditions of this Agreement, the Buyer will purchase from the Seller, and Seller will sell and deliver to the Buyer, all of the Interests, which Interests equal 100% of the issued and outstanding ownership interests of KAI.

2.2 Payment for the Interests. As payment in full for the Interests being acquired by the Buyer hereunder, the Buyer shall pay to the Seller the sum of Ten Million Dollars (\$10,000,000) (the "Purchase Price") and issue the Shares in the name of the Seller as follows:

(a) On the Closing Date, the Buyer shall deliver the Purchase Price by wire transfer of immediately available funds to an account specified by the Seller in writing at least one Business Day prior to the Closing; and

(b) No later than five Business Days after the Closing Date, the Buyer shall deliver to the Seller a statement from Parent's transfer agent evidencing the Shares being held in the Seller's name in electronic or book-entry form.

2.3 Closing. The closing of the sale of the Interests (the "Closing") shall take place remotely via the exchange of documents and signatures, or as the Buyer and the Seller may otherwise mutually determine. The date upon which the Closing occurs is hereinafter referred to as the "Closing Date." The sale, assignment, transfer and conveyance to the Buyer of the Interests will be deemed effective at 12:01 a.m. EDT on the Closing Date. All actions to be taken and all documents to be executed or delivered at the Closing will be deemed to have been taken, executed and delivered simultaneously.

2.4 Transactions to be Effected at Closing.

(a) On or before the Closing Date, in addition to paying the Purchase Price, the Buyer shall deliver:

- (i) to the Escrow Agent, the Escrow Amount in immediately available funds;
- (ii) to the Seller, the Assignment, duly executed by the Buyer;
- (iii) to the Seller and the Escrow Agent, the Escrow Agreement, duly executed by the Buyer;
- (iv) to the Seller, the Lease Agreement, duly executed by the Buyer;
- (v) to the Seller, the Lease Guaranty Agreement, duly executed by Parent;
- (vi) to the Seller, the Purchase Agreement, duly executed by the Buyer and Parent; and
- (vii) all other agreements, documents, instruments or certificates required to be delivered by the Buyer at or prior to the Closing pursuant to the Transaction Documents to which the Buyer is a party.

(b) On or before the Closing Date, the Seller shall deliver:

- (i) to the Buyer, the Assignment, duly executed by the Seller; and
- (ii) to the Buyer, the Seller's resignation as Manager and an Officer of the Company;
- (iii) to the Buyer, the Commission Agreement, duly executed by the Seller and the Company;
- (iv) to the Buyer and the Escrow Agent, the Escrow Agreement, duly executed by the Seller;

- (v) to the Buyer, the Lease Agreement, duly executed by 4740;
- (vi) to the Buyer, the Purchase Agreement, duly executed by 4740 and the Seller; and
- (vii) all other agreements, documents, instruments or certificates required to be delivered by the Seller at or prior to the Closing pursuant to the Transaction Documents to which the Seller is a party.

2.5 Non-Circumvention. In connection with the purchase of the Interests by the Buyer, the Seller hereby agrees, for a period of two years from the Closing Date, not to directly or indirectly solicit or attempt to solicit, contact (including but not limited to communications using email, regular mail, express mail, telephone, fax, instant message, social media, or any other oral, written, or electronic transmission), attempt to contact, or meet with the Company's current or former (provided it has purchased a product from the Company within one year prior to the Closing Date) customers for the purpose of offering such customers any alternative provider for any SKU in which the Company is manufacturing and packaging in-house as of the Closing Date; provided, however, the Parties agree that if an event of default occurs under the Commission Agreement, subject to a 30 day cure period as set forth in the Commission Agreement, or any portion of the Consulting Fee is unpaid after such date that it is due, the non-circumvention described in this Section 2.5 shall become null and void and of no further force or effect. Notwithstanding anything to the contrary set forth above in this Section 2.5, the Seller is permitted to broker equipment, components, and new supplement manufacturing opportunities to the industry, subject only to restrictions set forth in the Commission Agreement.

2.6 Retention of Cash and Accounts Receivable. The Parties understand that the Seller shall retain all of the cash in the Company's accounts as of the Closing Date, and that the Seller shall retain and be owed the total amount of the Company's accounts receivables and Finished Goods, net of accounts payable, as of the close of business on the Business Day immediately prior to the Closing Date, as set forth on Schedule 2.6 the "Closing AR Amount"). The Closing AR Amount is subject to adjustment based on a reconciliation of such accounts to be undertaken not more than three Business Days after the Closing Date. Any accounts receivables and Finished Goods amount retained by and owed to the Seller shall be paid promptly, and in no event more than five Business Days, after the date such payments are received by the Company.

2.7 Sale of the Real Property. The Parties acknowledge and agree that the Buyer's purchase of all of the issued and outstanding membership interests of 4740 from the Seller (the "Real Property Sale") shall close on or before November 15, 2021. In connection with the Real Property Sale, on the Closing Date, the Buyer shall enter into the Purchase Agreement, the Lease Agreement and the Escrow Agreement. The Buyer shall also pay the Escrow Agent the Escrow Amount on the Closing Date. The Escrow Amount shall be held by the Escrow Agent pursuant to the terms and conditions of the Escrow Agreement. From the Closing Date until the closing of the Real Property Sale, the Buyer shall have use of the Real Property to operate the Business in accordance with and pursuant to the terms and conditions of the Lease Agreement.

ARTICLE III REPRESENTATIONS AND WARRANTIES OF THE SELLER

The Seller represents and warrants to the Buyer that each statement contained in this Article III is true and correct as of the Closing Date:

3.1 Authority. The Seller has full power, authority and legal capacity to execute and deliver the Transaction Documents to which the Seller is a party and to perform the Seller's obligations thereunder. This Agreement constitutes the valid and legally binding obligation of the Seller, enforceable against the Seller in accordance with the terms of this Agreement.

3.2 Interest Ownership. The Seller owns of record and beneficially the Interests free and clear of any Encumbrance or restriction on transfer (other than any restriction under any securities Law). KAI is not a party to any option, warrant, purchase right, right of first refusal, call, put or other Contract (other than this Agreement) that could require KAI to sell, transfer or otherwise dispose of any Interests. At the Closing, the Seller will have duly transferred to the Buyer all of the Interests, free and clear of any Encumbrance, and such Interests shall constitute 100% of the issued and outstanding ownership interests of KAI.

3.3 Investment Intent. The Seller is acquiring the Shares to be received hereunder for his own account and not with a view to distribution of such Shares in violation of the Securities Act. Additionally, the Seller acknowledges that any resale of the Shares has not been and will not be registered under the Securities Act, or any state securities laws, and that the Shares may not be transferred or sold except pursuant to the registration provisions of the Securities Act or pursuant to an applicable exemption therefrom and subject to state securities laws and regulations, as applicable.

3.4 Brokers' or Finders' Fees. Except as set forth on Schedule 3.4, the Seller has not engaged, and to the Seller's Knowledge, there are no brokers, finders or agents entitled to any fee, commission or related payments with respect to the Transactions for which the Buyer, KAI or the Company could be liable.

ARTICLE IV REPRESENTATIONS AND WARRANTIES OF KAI AND THE COMPANY

The Seller, KAI and the Company, jointly and severally, represents and warrants to the Buyer that each statement contained in this Article IV is true and correct as of the Closing Date:

4.1 Organization and Corporate Power. Schedule 4.1 sets forth KAI's and the Company's jurisdiction of organization, the other jurisdictions in which each is qualified to do business, and each of its manager and officers. Neither KAI nor the Company is in violation of any of its Organizational Documents. Each of KAI and the Company is a limited liability company duly organized, validly existing and in good standing under the laws of its jurisdiction of organization. Each of KAI and the Company has full corporate power and authority to conduct the businesses in which it is engaged, to own and use the properties and assets that it purports to own or use and to perform its obligations.

4.2 Authority. KAI and the Company each has full corporate power and authority to execute and deliver this Agreement and each Transaction Document to which it is a party, and to perform its obligations hereunder and thereunder. The execution, delivery and performance by each of KAI and the Company of this Agreement and each Transaction Document to which it is a party has been duly authorized by the manager of KAI and the Company. This Agreement and each Transaction Document to which each of KAI and the Company is a party constitutes a valid and legally binding obligation of KAI and the Company, respectively, enforceable against KAI and the Company, respectively, in accordance with the terms thereof.

4.3 Capitalization. All issued and outstanding membership interests of KAI are owned of record and beneficially by the Seller, and there are no other owners or holders of any membership interests of KAI. All issued and outstanding membership interests of the Company are owned of record and beneficially by KAI, and there are no other owners or holders of any membership interests of the



Company. All of the Interests have been duly authorized and are validly issued, fully paid and nonassessable. There are no outstanding securities convertible or exchangeable into membership interests of KAI or the Company or any options, warrants, purchase rights, subscription rights, preemptive rights, conversion rights, exchange rights, calls, puts, rights of first refusal or other Contracts that could require KAI or the Company to issue, sell or otherwise cause to become outstanding or to acquire, repurchase or redeem membership interests of KAI or the Company. There is no outstanding profit participation or similar rights with respect to KAI or the Company.

4.4 Brokers' or Finders' Fees. KAI has not engaged any brokers, finders or agents who are entitled to any fee, commission or related payments with respect to the Transactions for which the Buyer, KAI or the Company could be liable. Except as set forth on Schedule 4.4, the Company has not engaged, and to the Company's Knowledge, there are no brokers, finders or agents entitled to any fee, commission or related payments with respect to the Transactions for which the Buyer, KAI or the Company could be liable.

4.5 Disclosure. The Buyer acknowledges and agrees that in entering into this Agreement (or any Schedule related thereto) it has not relied and is not relying on any representations, warranties, or other statements whatsoever, whether written or oral, by KAI, the Company, the Seller or any Person acting on the Company's, KAI's or the Seller's behalf, other than those expressly set forth in this Agreement (or any Schedule related thereto) and that it will not have any right or remedy arising out of any representation, warranty or statement not set forth in this Agreement (or any Schedule related thereto).

ARTICLE V REPRESENTATIONS AND WARRANTIES OF THE BUYER AND PARENT

The Buyer and Parent, jointly and severally, represent and warrant to the Seller that each statement contained in this Article V is true and correct as of the Closing Date:

5.1 Organization and Authority. The Buyer is a corporation duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation. The Buyer has full corporate power and authority to execute and deliver the Transaction Documents to which it is a party and to perform its obligations thereunder. The execution and delivery by the Buyer of each Transaction Document to which the Buyer is a party and the performance by the Buyer of the Transactions have been duly approved by all requisite corporate action of the Buyer. This Agreement constitutes the valid and legally binding obligation of the Buyer, enforceable against the Buyer in accordance with the terms of this Agreement. Upon the execution and delivery by the Buyer of each Transaction Document to which the Buyer is a party, such Transaction Document will constitute the valid and legally binding obligation of the Buyer, enforceable against the Buyer in accordance with the terms of such Transaction Document.

5.2 No Conflicts. Neither the execution and delivery of this Agreement nor the performance of the Transactions will, directly or indirectly, with or without notice or lapse of time: (a) violate any Law to which the Buyer is subject; (b) violate any Organizational Document of the Buyer; or (c) violate, conflict with, result in a breach of, constitute a default under, result in the acceleration of or give any Person the right to accelerate the maturity or performance of, or to cancel, terminate, modify or exercise any remedy under, any Contract to which the Buyer is a party or by which the Buyer is bound or the performance of which is guaranteed by the Buyer. The Buyer is not required to notify, make any filing with, or obtain any Consent of any Person in order to perform the Transactions.

5.3 Independent Investigation. The Buyer has conducted its own independent investigation, review and analysis of the Business and the results of operations, prospects, condition (financial or otherwise) or assets of KAI and the Company, and acknowledges that it has been provided adequate

access to the personnel, properties, assets, premises, books and records, and other documents and data of KAI and the Company for such purpose. The Buyer acknowledges and agrees that: (a) in making its decision to enter into this Agreement and to consummate the Transactions, the Buyer has relied solely upon its own investigation and the express representations and warranties of the Seller, KAI and the Company set forth in Article III and Article IV, respectively, of this Agreement (including the related portions of the Company's Schedules); and (b) none of the Seller, KAI, the Company or any other Person has made any representation or warranty as to the Seller, KAI, the Company or this Agreement, except as expressly set forth in Article III and Article IV of this Agreement (including the related portions of the Company's Schedules).

5.4 Validity of the Buyer's Shares . Prior to the Closing, the Shares will have been duly authorized and, when issued in accordance with the terms of this Agreement, will be validly issued to and fully paid by the Seller free of any liens, claims or other encumbrances, except for restrictions on transfer provided for herein or under the Securities Act or other applicable securities laws.

5.5 Litigation. There is no Proceeding pending or, to the Buyer's Knowledge, threatened or anticipated against the Buyer relating to, affecting, or otherwise delaying, interfering or preventing the Transaction. To the Buyer's Knowledge, no event has occurred, and no circumstance exists, that would reasonably be expected to give rise to or serve as a basis for the commencement of any such Proceeding.

5.6 Brokers' or Finders' Fees. Except as set forth on Schedule 5.6, neither the Buyer or Parent has engaged, and to the Buyer's Knowledge, there are no brokers, finders or agents entitled to any fee, commission or related payments with respect to the Transactions for which the Buyer or Parent could be liable.

5.7 Investment Intent. The Buyer is acquiring the Interests purchased hereunder for its own account and not with a view to distribution of such Interests in violation of the Securities Act.

5.8 Disclosure. The Seller acknowledges and agrees that in entering into this Agreement (or any Schedule related thereto) it has not relied and is not relying on any representations, warranties, or other statements whatsoever, whether written or oral, by the Buyer or Parent or any Person acting on the Buyer's or Parent's behalf, other than those expressly set forth in this Agreement (or any Schedule related thereto) and that they will not have any right or remedy arising out of any representation, warranty or statement not set forth in this Agreement (or any Schedule related thereto).

ARTICLE VI RESERVED

ARTICLE VII POST-CLOSING COVENANTS

The Parties agree as follows with respect to the period following the Closing:

7.1 Litigation Support. If any Party is evaluating, pursuing, contesting or defending against any Proceeding in connection with: (a) any Transaction; or (b) any fact, situation, circumstance, status, condition, activity, practice, plan, occurrence, event, incident, action, failure to act, or transaction on or prior to the Closing Date involving KAI, then upon the request of such Party each other Party will cooperate with the requesting Party and its counsel in the evaluation, pursuit, contest or defense, make available its personnel, and be available for testimony and provide access to its books and records as may be necessary in connection therewith, except to the extent the other Party is adversarial to the requesting Party in that Proceeding or any related Proceeding. The requesting Party will reimburse each other Party for its reasonable out-of-pocket expenses related to such cooperation. Parent and the Buyer each



acknowledge that prior to the Closing KAI transferred or assigned all of its assets, other than its membership interests in the Company, to ASD Capital Group, LLC ("ASD"), an Affiliate of the Seller, and each Party agrees, upon request from ASD or the Seller, to furnish such further information, to execute and deliver such other documents, and to do such other acts and things, all as ASD or the Seller may reasonably request for the purpose of carrying out the intent of such transfer or assignment of KAI's assets.

7.2 Transition. The Seller will not take any affirmative action that is designed or intended to have the effect of discouraging any lessor, lessee, employee, Governmental Body, licensor, licensee, customer, supplier or other business associate of the Company from maintaining the same relationships with the Company after the Closing as it maintained prior to the Closing.

7.3 Confidentiality. The Seller will maintain the confidentiality of the Confidential Information at all times, and will not, directly or indirectly, use any Confidential Information for his own benefit or for the benefit of any other Person or reveal or disclose any Confidential Information to any Person other than authorized Representatives of the Buyer and the Company, except in connection with this Agreement or with the prior written consent of the Buyer. The covenants in this Section 7.3 will not apply to Confidential Information that: (a) is or becomes available to the general public through no breach of this Agreement by the Seller or, to the Seller's Knowledge, breach by any other Person of a duty of confidentiality to the Buyer; or (b) the Seller is required to disclose by applicable Law; provided, however, that the Seller will notify the Buyer in writing of such required disclosure as much in advance as practicable in the circumstances and cooperate with the Buyer to limit the scope of such disclosure. At any time that the Buyer may request, the Seller will turn over or return to the Buyer all Confidential Information in any form (including all copies and reproductions thereof) in their possession or control.

7.4 Compliance with Laws. The Buyer and Parent will remain in compliance in all material respects with all applicable Laws and Permits, including continuing to comply with all securities laws and the SEC's reporting requirements.

7.5 Consulting Services. For a period of 90 days following the Closing Date, the Seller shall provide customer and sales support services to the Company (the "Services"). In exchange for providing the Services, the Company or the Buyer shall pay the Seller \$105,000 (the "Consulting Fee"), payable by wire transfer of immediately available funds to an account designated by the Seller as follows: (a) \$25,000 on or before June 3, 2021; (b) \$40,000 on or before July 1, 2021; and (c) \$40,000 on or before August 2, 2021. If any part of the Consulting Fee is not paid to the Seller in accordance to the terms above, the Seller shall have the right to stop providing the Services until such time as the unpaid portion of the Consulting Fee is paid. If the unpaid portion of the Consulting Fee is not paid in full on or before August 2, 2021, then the Seller shall not be required to perform any of the Services, and the unpaid portion of the Consulting Fee shall remain due and payable to the Seller and shall be treated as an outstanding debt on the Company's balance sheet.

ARTICLE VIII INDEMNIFICATION

8.1 Indemnification by the Seller. After the Closing and subject to the other terms and conditions of this Article VIII, the Seller shall indemnify the Buyer against, and shall hold the Buyer harmless from and against, any and all Losses incurred or sustained by, or imposed upon, the Buyer based upon, arising out of, with respect to or by reason of:

- (a) any Fraud on the part of the Seller; or

(b) any breach or non-fulfillment of any covenant, agreement or obligation to be performed by the Seller pursuant to this Agreement.

8.2 Indemnification by the Buyer. After the Closing and subject to the other terms and conditions of this Article VIII, the Buyer and Parent, jointly and severally, shall indemnify the Seller against, and shall hold the Seller harmless from and against, any and all Losses incurred or sustained by, or imposed upon, the Seller 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 the Buyer and Parent contained in Article V of this Agreement; or

(b) any breach or non-fulfillment of any covenant, agreement or obligation to be performed by the Buyer or Parent pursuant to this Agreement.

8.3 Survival and Time Limitations. All representations and warranties, covenants and agreements of the Buyer, Parent, KAI, the Company and the Seller, individually and collectively, in this Agreement will survive the Closing and shall remain in full force and effect until the date that is 12 months from the Closing Date, or such shorter time period as may be set forth in a particular representation, warranty or covenant. No Party will have any Liability under Section 8.1 or otherwise with respect to any Losses or claim by another Party or any Person claiming through or on behalf of such Party for any breach or inaccuracy of any representation, warranty, covenant or agreement in this Agreement or any other certificate or document delivered pursuant to this Agreement or otherwise unless the Party making a claim notifies the Party against whom such claims are being asserted in writing of such a claim on or before the date that is 12 months from the Closing.

8.4 Limitations on Indemnification.

(a) No Party shall have any Liability with respect to the matters described in this Article VIII until the total of all Losses with respect to such matters exceeds \$50,000 (the "**Basket**"), at which point such Party shall be obligated to indemnify for only Losses exceeding the Basket, subject to the Indemnification Cap.

(b) The Seller and his executors or heirs, collectively, shall not be liable to the Buyer, Parent, KAI, the Company or any Person claiming through, on behalf or for the benefit of the Buyer, Parent, KAI or the Company under this Article VIII or otherwise for any Losses, in the aggregate, exceeding the lesser of: (i) the Share Proceeds; or (ii) Five Million Dollars (\$5,000,000) (the "**Indemnification Cap**").

(c) Notwithstanding anything in this Agreement to the contrary, any Losses under this Article VIII or otherwise that the Seller may be liable for shall be paid or satisfied exclusively with or from the Share Proceeds, subject to the Indemnification Cap.

(d) The Seller shall not be liable under this Article VIII or otherwise for any Losses based upon or arising out of any inaccuracy in or breach of any of the representations or warranties of the Seller, KAI or the Company contained in this Agreement if the Buyer, Parent or their respective Representatives had Knowledge of such inaccuracy or breach prior to the Closing, or such inaccuracy or breach, or information regarding or relating thereto, was discoverable with minimal inquiry or effort during due diligence by the Buyer or Parent prior to the Closing.

(e) Losses payable by the Buyer or the Seller under this Article VIII shall not include indirect, consequential or other speculative damages, punitive damages, damages related to mental or emotional distress, exemplary damages, special damages or damages calculated as a multiple of earnings.



8.5 Claims Against KAI. Following the Closing, the Seller may not assert, directly or indirectly, and hereby waives, any claim, whether for indemnification, contribution, subrogation or otherwise, against KAI with respect to any act, omission, condition or event occurring or existing prior to or on the Closing Date or any obligation of the Seller under Section 8.1. The Seller agrees not to make, directly or indirectly, and hereby waives, any claim for indemnification against KAI by reason of the fact that the Seller was a manager or a member of KAI (whether such claim is for judgments, damages, penalties, fines, costs, amounts paid in settlement, Losses, expenses or otherwise and whether such claim is pursuant to any Law, Organizational Document, Contract or otherwise) with respect to any Proceeding brought by the Buyer or KAI against the Seller or any Affiliate thereof pursuant to this Agreement with respect to any act, omission, condition or event occurring prior to the Closing Date.

8.6 Third-Party Claims.

(a) If a third party commences or threatens a Proceeding (a "**Third-Party Claim**") against any Person (the "**Indemnified Party**") with respect to any matter that the Indemnified Party might make a claim for indemnification against any Party (the "**Indemnifying Party**") under this Article VIII, then the Indemnified Party must notify the Indemnifying Party (or the Seller, in the case of the Seller) thereof in writing of the existence of such Third-Party Claim and must deliver copies of any documents served on the Indemnified Party with respect to the Third-Party Claim; provided, however, that any failure to notify the Indemnifying Party or deliver copies will not relieve the Indemnifying Party from any obligation hereunder unless (and then solely to the extent) the Indemnifying Party is materially prejudiced by such failure.

(b) Upon receipt of the notice described in Section 8.6(a), the Indemnifying Party will have the right to defend the Indemnified Party against the Third-Party Claim with counsel reasonably satisfactory to the Indemnified Party so long as: (i) within ten days after receipt of such notice, the Indemnifying Party notifies the Indemnified Party in writing that the Indemnifying Party will, subject to the limitations of Section 8.4, indemnify the Indemnified Party from and against any Losses the Indemnified Party may incur relating to or arising out of the Third-Party Claim; (ii) the Indemnifying Party provides the Indemnified Party with evidence reasonably acceptable to the Indemnified Party that the Indemnifying Party will have the financial resources to defend against the Third-Party Claim and fulfill its indemnification obligations hereunder; (iii) the Indemnifying Party is not a party to the Proceeding or the Indemnified Party has determined in good faith that there would be no conflict of interest or other inappropriate matter associated with joint representation; (iv) the Third-Party Claim does not involve, and is not likely to involve, any claim by any Governmental Body; (v) the Third-Party Claim involves only money damages and does not seek an injunction or other equitable relief; (vi) settlement of, or an adverse judgment with respect to, the Third-Party Claim is not, in the good faith judgment of the Indemnified Party, likely to establish a precedential custom or practice adverse to the continuing business interests of the Indemnified Party; (vii) the Indemnifying Party conducts the defense of the Third-Party Claim actively and diligently; and (viii) the Indemnifying Party keeps the Indemnified Party apprised of all developments, including settlement offers, with respect to the Third-Party Claim and permits the Indemnified Party to participate in the defense of the Third-Party Claim.

(c) So long as the Indemnifying Party is conducting the defense of the Third-Party Claim in accordance with Section 8.6(b): (i) the Indemnifying Party will not be responsible for any attorneys' fees incurred by the Indemnified Party regarding the Third-Party Claim (other than reasonable attorneys' fees incurred prior to the Indemnifying Party's assumption of the defense pursuant to Section 8.6(b)); and (ii) neither the Indemnified Party nor the Indemnifying Party will consent to the entry of any judgment or enter into any settlement with respect to the Third-Party Claim without the prior written consent of the other party, which consent will not be unreasonably withheld, conditioned or delayed. If the Indemnified Party desires to consent to the entry of judgment with respect to or settle a Third-Party

Claim but the Indemnifying Party refuses, then the Indemnifying Party will be responsible for all Losses with respect to such Third-Party Claim, without giving effect to the Basket or the Indemnification Cap.

(d) If any condition in Section 8.6(b) is or becomes unsatisfied: (i) the Indemnified Party may defend against, and consent to the entry of any judgment or enter into any settlement with respect to, the Third-Party Claim in any manner it may deem appropriate (and the Indemnified Party need not consult with, or obtain any consent from, the Indemnifying Party in connection therewith); (ii) the Indemnifying Party will reimburse the Indemnified Party promptly and periodically (but no less often than monthly) for the costs of defending against the Third-Party Claim, including reasonable attorneys' fees and expenses; and (iii) the Indemnifying Party will remain responsible for any Losses the Indemnified Party may incur relating to or arising out of the Third-Party Claim to the fullest extent provided in this Article VIII.

8.7 Other Indemnification Matters. Any claim for indemnification under this Article VIII must be asserted by providing written notice, subject to the limitations set forth in Section 8.3, to the Seller (or the Buyer, in the case of a claim by the Seller) specifying the factual basis of the claim in reasonable detail to the extent then known by the Person asserting the claim. The waiver of any condition based on the accuracy of any representation or warranty, or on the performance of or compliance with any covenant or agreement, will not affect the right to indemnification, payment of damages, or other remedy based on any such representation, warranty, covenant or agreement.

8.8 Exclusive Remedy. Subject to Section 10.13, the Parties acknowledge and agree that their sole and exclusive remedy with respect to any and all claims: (a) arising from Fraud on the part of a Party in connection with the transactions contemplated by this Agreement; or (b) for any breach of any representation, warranty, covenant, agreement or obligation set forth herein or otherwise relating to the subject matter of this Agreement, shall be pursuant to the indemnification provisions set forth in this Article VIII. In furtherance of the foregoing, except with respect to Section 10.13, each Party hereby waives, to the fullest extent permitted under Law, any and all rights, claims and causes of action for any breach of any representation, warranty, covenant, agreement or obligation set forth herein or otherwise relating to the subject matter of this Agreement it may have against the other Parties hereto and their Affiliates and each of their respective Representatives arising under or based upon any Law, except pursuant to the indemnification provisions set forth in this Article VIII. Nothing in this Section 8.8 shall limit any Person's right to seek and obtain any equitable relief to which any Person shall be entitled pursuant to Section 10.13.

ARTICLE IX TAX MATTERS

The following provisions will govern the allocation of responsibility as between the Buyer and the Seller for certain Tax matters following the Closing Date:

9.1 Tax Indemnification.

(a) The Seller shall pay and reimburse (to the extent not already paid) and indemnify KAI, the Buyer and its Affiliates and hold them harmless from and against Losses resulting from or attributable to all Taxes (or the non-payment thereof) of KAI for all Taxable periods ending on or before the Closing Date (the "**Prior Tax Period**"). The indemnification under this Section 9.1 shall be subject to the terms, conditions and limitations set forth in Article VIII. The Seller shall pay the Buyer, or KAI at the Buyer's instruction, for any additional Taxes that are the responsibility of the Seller pursuant to this Section 9.1 at least five days prior to payment of such amounts by the Buyer or KAI. To the extent it is commercially and legally reasonable to do so, the Buyer agrees that in exercising any discretionary

powers under this Section 9.1 it will do so in a manner that does not materially prejudice the Seller from a tax perspective.

(b) The Buyer and KAI agree to pay, reimburse, and indemnify the Seller and hold it harmless from and against Losses resulting from or attributable to all Taxes (or the non-payment thereof) of KAI for all Taxable periods ending after the Closing Date.

9.2 Reserved.

9.3 Tax Periods Beginning Before and Ending After the Closing Date. The Buyer will prepare and file, or cause to be prepared and filed, any Tax Returns for KAI for tax periods beginning before and ending after the Closing Date. If requested by the Seller, the Buyer will permit the Seller to review and comment on each such Tax Return described in the preceding sentence prior to filing. The Seller shall be responsible for all Taxes relating to any Prior Tax Period. The Buyer shall be responsible for all Taxes for tax periods ending after the Closing Date.

9.4 Cooperation on Tax Matters. The Buyer, KAI and the Seller will cooperate fully, as and to the extent reasonably requested by the other Party or Parties, in connection with the filing and preparation of Tax Returns pursuant to this Article IX and any Proceeding related thereto. Such cooperation will include the retention (upon any other Party's request) of records and information that are reasonably relevant to any such Proceeding and making employees available on a mutually convenient basis to provide additional information and explanation of any material provided hereunder. The Buyer and the Seller agree that KAI will retain all books and records with respect to Tax matters pertinent to KAI relating to any Taxable period beginning before the Closing Date until the expiration of the statute or period of limitations of the respective Taxable periods.

9.5 Certain Transfer Taxes. All transfer, documentary, sales, use, stamp, registration and other such Taxes and fees, including any penalties and interest thereon (collectively, the "Transfer Taxes"), incurred in connection with this Agreement or the Transactions will be paid by the Buyer when due, and the Buyer will, at its own expense, file all necessary Tax Returns and other documentation with respect to all such Transfer Taxes, and if required by applicable Law, the Seller will, and will cause its Affiliates to, join in the execution of any such Tax Returns and other documentation.

ARTICLE X MISCELLANEOUS

10.1 No Third-Party Beneficiaries'. This Agreement does not confer any rights or remedies upon any Person (including any employee of the Company) other than the Parties, their respective successors and permitted assigns and, as expressly set forth in this Agreement, any Indemnified Party.

10.2 Entire Agreement. The Transaction Documents constitute the entire agreement among the Parties with respect to the subject matter of the Transaction Documents and supersede all prior agreements (whether written or oral and whether express or implied) among any Parties to the extent related to the subject matter of the Transaction Documents (including any letter of intent or confidentiality agreement).

10.3 Successors and Assigns. This Agreement will be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. Neither Party may assign its rights or obligations hereunder without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed. No assignment shall relieve the assigning party of any of its obligations hereunder.

10.4 Counterparts. This Agreement may be executed by the Parties in multiple counterparts and shall be effective as of the date set forth above when each Party shall have executed and delivered a counterpart hereof, whether or not the same counterpart is executed and delivered by each Party. When so executed and delivered, each such counterpart shall be deemed an original and all such counterparts shall be deemed one and the same document. Transmission of images of signed signature pages by e-mail or other electronic means shall have the same effect as the delivery of manually signed documents in person.

10.5 Notices. Any notice pursuant to this Agreement must be in writing and will be deemed effectively given to another Party on the earliest of the date: (a) three Business Days after such notice is sent by registered U.S. mail, return receipt requested; (b) sent by e-mail 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; (c) one Business Day after delivery of such notice into the custody and control of an overnight courier service for next day delivery; (d) one Business Day after delivery of such notice in person; and (e) such notice is received by that Party; in each case to the appropriate address below (or to such other address as a Party may designate by notice to the other Parties):

If to the Seller:

Kevin Thomas
3829 SE 21st Place
Cape Coral, Florida 33904
Email: kevin@thomasbiz.net

If to the Buyer or Parent:

Alpine 4 Holdings, Inc.
2525 E Arizona Biltmore Circle, Suite C237
Phoenix, AZ 85016
Attn: Kent Wilson, CEO
Email: kwilson@alpine4.com

10.6 Jurisdiction; Service of Process. EACH PARTY: (A) CONSENTS TO THE PERSONAL JURISDICTION OF ANY STATE COURT LOCATED IN COLLIER COUNTY FLORIDA AND THE US DISTRICT COURT FOR THE MIDDLE DISTRICT OF FLORIDA (AND ANY CORRESPONDING APPELLATE COURT) IN ANY PROCEEDING ARISING OUT OF OR RELATING TO ANY TRANSACTION DOCUMENT (UNLESS OTHERWISE STATED TO THE CONTRARY IN ANY TRANSACTION DOCUMENT); (B) WAIVES ANY VENUE OR INCONVENIENT FORUM DEFENSE TO ANY PROCEEDING MAINTAINED IN SUCH COURTS; AND (C) EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, AGREES NOT TO INITIATE ANY PROCEEDING ARISING OUT OF OR RELATING TO ANY TRANSACTION DOCUMENT (UNLESS OTHERWISE STATED TO THE CONTRARY IN ANY TRANSACTION DOCUMENT) IN ANY OTHER COURT OR FORUM. PROCESS IN ANY SUCH PROCEEDING MAY BE SERVED ON ANY PARTY ANYWHERE IN THE WORLD.

10.7 Venue. ANY LEGAL SUIT, ACTION OR PROCEEDING ARISING OUT OF OR BASED UPON THIS AGREEMENT, THE OTHER TRANSACTION DOCUMENTS, OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY MAY BE INSTITUTED IN THE US DISTRICT COURT FOR THE MIDDLE DISTRICT OF FLORIDA OR THE COURTS OF THE STATE OF FLORIDA LOCATED IN THE COUNTY OF COLLIER FLORIDA, AND EACH PARTY IRREVOCABLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF SUCH COURTS IN ANY SUCH SUIT, ACTION OR PROCEEDING. THE PARTIES IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY OBJECTION TO THE LAYING OF VENUE OF ANY SUIT,

ACTION OR ANY PROCEEDING IN SUCH COURTS AND IRREVOCABLY WAIVE AND AGREE NOT TO PLEAD OR CLAIM IN ANY SUCH COURT THAT ANY SUCH SUIT, ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

10.8 Governing Law. This Agreement and all other Transaction Documents (unless otherwise stated therein) will be governed by the laws of the State of Florida without giving effect to any choice or conflict of law principles of any jurisdiction.

10.9 Amendments and Waivers. No amendment of any provision of this Agreement will be valid unless the amendment is in writing and signed by the Buyer and the Seller. No waiver of any provision of this Agreement will be valid unless the waiver is in writing and signed by the waiving Party. The failure of a Party at any time to require performance of any provision of this Agreement will not affect such Party's rights at a later time to enforce such provision. No waiver by any Party of any breach of this Agreement will be deemed to extend to any other breach hereunder or affect in any way any rights arising by virtue of any other breach.

10.10 Severability. Any provision of this Agreement that is determined by any court of competent jurisdiction to be invalid or unenforceable will not affect the validity or enforceability of any other provision hereof or the invalid or unenforceable provision in any other situation or in any other jurisdiction. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

10.11 Expenses. The Company and KAI will bear all expenses incurred by the Company and KAI or any Representative of the Company or KAI in connection with the Transactions contemplated to be performed before or on the Closing Date and such expenses will have been paid or accrued by the Company and KAI prior to the Closing Date. The Seller will bear all expenses incurred by the Seller or any of his Representatives in connection with the Transactions contemplated to be performed before or on the Closing Date. Except as otherwise expressly provided in this Agreement, the Buyer will bear all expenses incurred by the Buyer or any of its Representatives in connection with the Transactions contemplated to be performed before or on the Closing Date. In the event of termination of this Agreement, the obligation of each Party to pay its own expenses will be subject to any rights of such Party arising from a breach of this Agreement by another Party.

10.12 Construction. The Article and Section headings in this Agreement are inserted for convenience only and are not intended to affect the interpretation of this Agreement. Any reference in this Agreement to any Article or Section refers to the corresponding Article or Section of this Agreement. Any reference in this Agreement to any Schedule or Exhibit refers to the corresponding Schedule or Exhibit attached to this Agreement and all such Schedules and Exhibits are incorporated herein by reference. The word "including" in this Agreement means "including without limitation." This Agreement will be construed as if drafted jointly by the Parties and no presumption or burden of proof will arise favoring or disfavoring any Party by virtue of the authorship of any provision in this Agreement. Unless the context requires otherwise, any reference to any Law will be deemed also to refer to all amendments and successor provisions thereto and all rules and regulations promulgated thereunder, in each case as in effect as of the date hereof and the Closing Date. All accounting terms not specifically defined in this Agreement will be construed in accordance with GAAP as in effect on the date hereof (unless another effective date is specified herein). The word "or" in this Agreement is disjunctive but not necessarily exclusive. All words in this Agreement will be construed to be of such gender or number as the circumstances require. References in this Agreement to time periods in terms of a certain number of days mean calendar days unless expressly stated herein to be Business Days. In interpreting and enforcing this Agreement, each representation and warranty will be given independent significance of fact and will not be deemed superseded or modified by any other such representation or warranty. A reference to a



subsection without further reference to a Section is a reference to such subsection as contained in the same Section in which the reference appears, and this rule will also apply to paragraphs and other subdivisions. The terms "hereof," "herein," "hereunder," "hereby" and "herewith" and words of similar import will, unless otherwise stated, be construed to refer to this Agreement as a whole and not to any particular provision of this Agreement;

10.13 Specific Performance. Each Party acknowledges that the other Parties would be damaged irreparably and would have no adequate remedy of law if any provision of this Agreement is not performed in accordance with its specific terms or otherwise is breached. Accordingly, each Party agrees that the other Parties will be entitled to an injunction to prevent any breach of any provision of this Agreement and to enforce specifically any provision of this Agreement, in addition to any other remedy to which they may be entitled and without having to prove the inadequacy of any other remedy they may have at law or in equity and without being required to post bond or other security.

10.14 Further Assurances. Each Party agrees to furnish upon request to any other Party such further information, to execute and deliver to any other Party such other documents, and to do such other acts and things, all as any other Party may reasonably request for the purpose of carrying out the intent of the Transaction Documents.

10.15 Public Announcement. Because the Buyer is a publicly reporting company, the Seller agrees that upon Closing, the Buyer shall have the right to make such announcement, and provide such details about the purchase of the Interests by the Buyer from the Seller as the Buyer deems appropriate, provided that the Buyer show the Seller such announcement prior to making it. The Seller further agrees that it shall not make any other announcement of this Agreement or the transaction contemplated hereby or the Transactions without the prior approval of the Buyer.

10.16 Attorneys' Fees. The prevailing party(ies) in any Proceeding relating to the enforcement or interpretation of this Agreement may recover from the unsuccessful party(ies) all costs, expenses, and reasonable attorney's fees (including expert witness and other consultants' fees and costs) relating to or arising out of: (a) the Proceeding (whether or not the Proceeding proceeds to judgment); and (b) any post-judgment or post-award proceeding including one to enforce or collect any judgment or award resulting from the Proceeding. All such judgments and awards shall contain a specific provision for the recovery of all such subsequently incurred costs, expenses and reasonable attorney's fees.

10.17 Conflict Waiver; Attorney-Client Privilege ARTICLE I.

(a) Each of the Parties hereto acknowledges and agrees, on its own behalf and on behalf of its directors, members, shareholders, partners, officers, employees and Affiliates, that:

(i) Bahnsen Legal Group, PLLC has acted as counsel to: (A) the Company; (B) KAI; and (C) the Seller and their Affiliates (collectively, the "**Seller Group**"), in connection with the negotiation, preparation, execution and delivery of this Agreement and the consummation of the Transactions. The Buyer agrees, and shall cause the Company and KAI to agree, that, following consummation of the Transactions, such representation and any prior representation of the Company or KAI by Bahnsen Legal Group, PLLC (or any successor) ("**Seller Group Law Firm**") shall not preclude Seller Group Law Firm from serving as counsel to the Seller Group or any manager, member, partner, officer or employee of the Seller Group, in connection with any litigation, claim or obligation arising out of or relating to this Agreement or the Transactions.

(ii) The Buyer shall not, and shall cause the Company and KAI not to, seek or have Seller Group Law Firm disqualified from any such representation based on the prior

representation of the Seller Group by Seller Group Law Firm. Each of the Parties hereto hereby consents thereto and waives any conflict of interest arising from such prior representation, and each of such parties shall cause any of its Affiliates to consent to waive any conflict of interest arising from such representation. Each of the Parties acknowledges that such consent and waiver is voluntary, that it has been carefully considered, and that the Parties have consulted with counsel or have been advised they should do so in connection herewith. The covenants, consent and waiver contained in this Section 10.17(a) shall not be deemed exclusive of any other rights to which Seller Group Law Firm is entitled whether pursuant to law, contract or otherwise.

(b) All communications between the Seller Group, on the one hand, and Seller Group Law Firm, on the other hand, relating to the negotiation, preparation, execution and delivery of this Agreement and the consummation of the Transactions (the "**Privileged Communications**") shall be deemed to be attorney-client privileged and the expectation of client confidence relating thereto shall belong solely to the Seller and shall not pass to or be claimed by the Buyer, KAI or the Company. Accordingly, the Buyer, KAI and the Company shall not have access to any Privileged Communications or to the files of Seller Group Law Firm relating to such engagement from and after Closing and may not use or rely on any Privileged Communications in any claim, dispute, action, suit or proceeding against or involving any of the Seller Group. Without limiting the generality of the foregoing, from and after the Closing: (i) the Seller (and not the Buyer, KAI or the Company) shall be the sole holder of the attorney-client privilege with respect to such engagement, and none of the Buyer, KAI or the Company shall be a holder thereof; (ii) to the extent that files of Seller Group Law Firm in respect of such engagement constitute property of the client, only the Seller (and not the Buyer, KAI or the Company) shall hold such property rights; and (iii) Seller Group Law Firm shall have no duty whatsoever to reveal or disclose any such attorney-client communications or files to the Buyer, KAI or the Company by reason of any attorney-client relationship between Seller Group Law Firm and KAI, the Seller and the Company or otherwise. Notwithstanding the foregoing, in the event that a dispute arises between the Buyer or its Affiliates (including KAI and the Company), on the one hand, and a third party other than any of the Seller Group, on the other hand, the Buyer and its Affiliates (including KAI and the Company) may assert the attorney-client privilege to prevent disclosure of confidential communications to such third party; provided, however, that neither the Buyer nor any of its Affiliates (including KAI and the Company) may waive such privilege without the prior written consent of the Seller, which consent shall not be unreasonably withheld, conditioned or delayed. In the event that the Buyer or any of its Affiliates (including KAI and the Company) is legally required by Order or otherwise legally required to access or obtain a copy of all or a portion of the Privileged Communications, to the extent: (A) permitted by applicable Law; and (B) advisable in the opinion of the Buyer's counsel, then the Buyer shall immediately (and, in any event, within two Business Days) notify the Seller in writing so that the Seller can seek a protective order.

(c) This Section 10.17 is intended for the benefit of, and shall be enforceable by, Seller Group Law Firm. This Section shall be irrevocable, and no term of this Section may be amended, waived or modified, without the prior written consent of Seller Group Law Firm.

(Signature Page Follows)

The Parties have executed and delivered this Membership Interest Purchase Agreement as of the date first written above.

BUYER:

A4 Manufacturing, Inc.

By: /s/ Kent B. Wilson
Kent B. Wilson, Chief Executive Officer

PARENT:

Alpine 4 Holdings, Inc.

By: /s/ Kent B. Wilson
Kent B. Wilson, Chief Executive Officer

SELLER:

/s/ Kevin Thomas
Kevin Thomas, an individual

KAI:

KAI Enterprises, LLC

By: /s/ Kevin Thomas
Kevin Thomas, Managing Member

COMPANY:

Alternative Laboratories, LLC

By: /s/ Kevin Thomas
Kevin Thomas, Manager

(Signature Page to Membership Interest Purchase Agreement)

COMMISSION AGREEMENT

THIS COMMISSION AGREEMENT (the “Agreement”) dated May 3rd, 2021, by and between **Alternative Laboratories LLC**, a Delaware limited liability Company (the “Company”), and **ASD Capital Group LLC**, a Delaware limited liability company (“ASD”).

WITNESSETH:

WHEREAS, ASD provides brokerage, consulting, and marketing services in the supplement manufacturing and packaging industry, which among other activities includes sourcing contract manufacturing for its clients, as well as developing its own packaging, formulation, and marketing intellectual property for use by clients in the making and marketing of their products.

WHEREAS, upon the terms and conditions set forth herein, the Company wishes to compensate ASD for the provision of customer relationship management services for purposes of maintaining and growing the customer base and revenue of ALPP’s newly acquired subsidiary Alternative Laboratories LLC (Hereinafter “AltLabs”), and for ASD’s product developments for purposes of maintaining and growing AltLabs’ product offerings to customers;

WHEREAS, upon the terms and conditions set forth herein, ASD desires to be so compensated; and

WHEREAS, the Company desires reasonable protection of AltLabs’ confidential business and customer information which it has developed over the years at substantial expense and also desires assurance that ASD and its members individually, Kevin Thomas and Jennifer Thomas, will not compete with the Company for a reasonable period of time, except as otherwise provided herein.

NOW, THEREFORE, in consideration of these premises, the mutual covenants and undertakings herein contained, the Company and ASD, each intending to be legally bound, covenant and agree as follows:

1. Definitions.

Any use of the word “Party” in this Amendment refers to Company or ASD individually, and any use of the word “Parties” refers to Company and ASD collectively.

“Finished Good” is anything that is sold by AltLabs to a customer.

A “Unique SKU” refers to a Finished Good that is different from any other Finished Good by its difference in formulation or packaging or customer branding. Unique SKU’s are identified within AltLabs business processes by assigning them unique numberings. For clarity purposes, any existing Unique SKU that is subsequently modified in its formulation, packaging, or customer branding is a new Unique SKU different from the original.

“Established Product SKU” refers to any Unique SKU fulfilled by AltLabs for which the initial shipment of that Unique SKU to the customer occurred prior to the Company’s acquisition of AltLabs.

“New Product SKU” refers to any Unique SKU fulfilled by AltLabs for which the initial shipment of that Unique SKU to the customer occurs subsequent to the Company’s acquisition of AltLabs.

“Original Customers” are comprised of all customers that meet two qualifications: 1) they were customers of AltLabs prior to the Company’s acquisition of AltLabs, and 2) they have ordered a Finished Good from AltLabs anytime within the 365 days prior to Company’s acquisition of AltLabs.

“ASD-Assigned Customers” are all Original Customers, plus all other customers of AltLabs for which the parties agree in good faith that ASD had facilitated the sale of any New Product SKU to that customer.

“Non-Circumvention” means that for any Established Product SKU or for any New Product SKU in which Company has not refused to produce under its right of first refusal, in which AltLabs is capable of manufacturing and packaging in-house, ASD and its members Kevin and Jenny Thomas individually, will not, whether on ASD’s or its member’s own behalf or on behalf of any third party, directly or indirectly, solicit or sell to Original Customers the manufacturing or packaging services offered by any other entity.

“Gross Sales” means, for each fulfillment by AltLabs of a Unique SKU, the unit price charged on the customer-signed Master Formula Sign-Off Specification (“MFSO”) pertaining to that fulfillment of the Unique SKU, multiplied by the number of units shipped.

“Product Cost” is the summation of the cost of goods used in manufacturing the product, plus an import allowance (not to exceed 8%) for such goods, plus a loss allowance for such goods (not to exceed 3%), and excludes any labor cost or G&A allocation.

2. Effective Date. This Agreement will become effective when all the Parties have signed it. The date at which this Amendment is signed by the last Party to sign it (as indicated by the date stated under that Party’s signature) will be deemed the Effective Date of this Agreement.

3. Term. The term of this Agreement shall begin on the Effective Date and shall remain in effect for an initial period of two (2) years, and shall automatically renew for successive one-year periods unless either Party gives the other Party written notice of non-renewal at least ninety (90) days prior to the expiration of the first year or any subsequent renewal period.

4. Commissions. For each Unique SKU of ASD-Assigned Customers, Commissions payable to ASD shall be recognized at time of shipment, and shall be calculated as a percent of Gross Sales, according to the following commission schedule:

(A) One percent (1%) of AltLabs’ Gross Sales derived from Established Product SKUs.

(B) Five percent (5%) of AltLabs’ Gross Sales derived from New Product SKU’s during the first year of sales of those New Product SKU’s, provided that the Gross Sales exceeds the Product Cost by twenty five percent (25%), and if not exceeded by 25%, the commission percentage for such New Product SKU will be negotiated on a one-off basis, but in no case will the commission rate fall below one percent (1%).

(C) Two percent (2%) of AltLabs’ Gross Sales derived from New Product SKU’s during the second and later years of sales from those New Product SKU’s.

In a case where ASD or any of its members has an ownership interest in a brand and or customer of AltLabs, AltLabs shall be consulted on pricing and terms.

5. Payment Schedule. Commissions are payable in US funds to ASD within 14 days of receipt of payment from the customer.

6. Non-Circumvention.

ASD and its members Kevin and Jenny Thomas agrees to Non-Circumvention so long as the Agreement is in effect, and for one year after termination, and in any case ASD agrees to Non-Circumvention during the period before April 30,2023, even if this Agreement had been terminated before then but only for cause.

7. Payments After Termination and Surviving Clauses. Upon either party’s termination of this Agreement, the terms of this Agreement shall be of no further force or effect; provided, however, that Sections 6 and 7 shall survive such termination. Commissions owed to ASD upon termination shall include any as yet unpaid commission, plus a tail commission, calculated and paid as defined in Sections 4 and 5 above, over the one-year period

subsequent to the date of termination. Email addresses as specified in Section 8 shall also remain in active condition for a one-year period subsequent to the date of termination.

8. Use of AltLabs' Resources. During the time that this Agreement is in effect, ASD may use, at no charge to ASD, the assistance of AltLabs' formulators and also AltLabs' purchasing and inventory of development-quantities of ingredients, for purposes of creating new formulations for potential sale to AltLabs' customers, and in addition, AltLabs will maintain the email address of Kevin@alternativelabs.com and Jenny@alternativelabs.com as active and usable for ASD's communication with AltLabs' current and new potential customers. AltLabs will assist ASD in implementing automatic email forwarding of email sent to the above referenced email addresses to an alternate email address of ASD's choosing.

9. Default. Each of the following events shall result in a breach of this Agreement

- a) If Company fails to make payments due to ASD within the time specified in Section 5 above.
- b) If ASD violates the provisions regarding non-circumvention as provided in Section 6 above.

The Parties agree that if a breach occurs under the Commission Agreement, then upon a 30 day cure period commencing upon issuing written notice to the breaching party, and a failure to cure subsequently, the following remedies shall be available to the non-breaching party.:

- i) Where Company is the non-breaching party, the Company may cancel this Agreement, and Company may seek redress for ASD's failure to perform its non-circumvention obligation.
- ii) Where ASD is the non-breaching party, then ASD's obligation of non-circumvention is cancelled, and ASD may seek redress for Company's failure to make payments as required under this Agreement.

10. Legal Action Expenses. If any legal action, proceeding in arbitration or other proceeding is brought for the enforcement of this Agreement, or because of any alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees, court costs and all expenses incurred in that action or proceeding, even if not taxable as court costs, plus in each case interest at the "Applicable Federal Rate" (as such term is defined in Section 1274(d) of the Internal Revenue Code of 1986, as amended), in addition to any other relief to which such party or parties may be entitled.

11. Notices. For purposes of this Agreement, notices and all other communications provided for herein shall be in writing and shall be deemed to have been given when delivered or mailed by United States registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to ASD: ASD Capital Group LLC
Attn: Kevin Thomas
3829 SE 21st Place
Cape Coral, Florida 33904

Phone: (239) 253-6777
Email: Kevin@alternativelabs.com

If to the Company: Alternative Laboratories LLC
Care of Alpine 4 Holdings, Inc.
2525 E Arizona Biltmore Circle, Suite C237
Phoenix, AZ 85016
Attn: Kent Wilson, CEO

Phone: 855-777-0077 Ext 801
Email: Kent@alpine4.com



or to such address as either party hereto furnishes to the other party in writing in accordance herewith, except that notices of change of address shall be effective only upon receipt.

12. Governing Law. The validity, interpretation, and performance of this Agreement shall be governed by the laws of the State of Florida, without giving effect to the conflicts of laws principles thereof. Each Party hereby consents to the personal jurisdiction of and venue in any state or federal court in Lee County, Florida for any suit, action or proceeding that arises under this Agreement, and the Parties agree to waive any objections or defenses thereto.

13. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and upon their respective heirs, personal representatives, administrators, successors and assigns, as the case may be.

14. Modification. No provision of this Agreement may be modified, waived or discharged unless such waiver, modification or discharge is agreed to in writing signed by ASD and the Company. No waiver by either party hereto at any time of any breach by the other party hereto of, or compliance with, any condition or provision of this Agreement to be performed by such other party shall be deemed a waiver of dissimilar provisions or conditions at the same or any prior subsequent time.

15. Severability. Any provision hereof which is prohibited or unenforceable in any jurisdiction will, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction will not invalidate or render unenforceable such provision in any other jurisdiction. To the extent permitted by law, the parties hereto waive any provision of law which renders any such provision prohibited or unenforceable in any respect. In the event that any provision of this Agreement should ever be deemed to exceed the time, geographic, product or service or any other limitations permitted by applicable law, then such provision shall be deemed reformed to the maximum extent permitted by applicable law.

16. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. Executed counterparts may be delivered via facsimile transmission.

17. Assignment. This Agreement is personal in nature and neither party hereto shall, without consent of the other, assign or transfer this Agreement or any rights or obligations hereunder except for the provisions regarding death as provided in Section 7 above.

18. Independent Contractor Relationship. The Company and ASD each expressly agree and understand that they are creating an independent contractor relationship, and that ASD shall not be considered an employee of the Company for any purpose. ASD is not entitled to receive or participate in any medical, retirement, vacation, paid or unpaid leave, or other benefits provided by the Company to its employees. ASD is exclusively responsible for all Social Security, self-employment, and income taxes, disability insurance, workers' compensation insurance, any other statutory benefits otherwise required to be provided to employees, and all fees and licenses, if any, required for the performance of the services hereunder. Immediately upon entering into this Agreement, ASD agrees to provide the Company with a completed and signed Form W-9, Request for Taxpayer Identification Number and Certification. Company will report all income to ASD on IRS Form 1099. ASD understands and agrees that he is solely responsible for all income and/or other tax obligations, if any, including but not limited to all reporting and payment obligations, if any, which may arise as a consequence of any payment under this Agreement. The Parties agree that with respect to customers of AltLabs, except for Non-Circumvention under Section 6 of this Agreement, and except with an understanding that Kevin Thomas will not actively plan to violate the non-circumvention during the time this Agreement is in effect, ASD is not restricted in any other activities involving AltLabs customers.

19. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto and supersedes all prior agreements, if any, understandings and arrangements, oral or written, between the parties hereto with respect to the subject matter hereof

IN WITNESS WHEREOF, the Company has caused this Agreement to be executed and delivered by its duly authorized officer, and ASD and its members Kevin and Jennifer Thomas has executed and delivered this Agreement, all as of the date written below.

Alternative Laboratories LLC

By: /s/ Kent B. Wilson

Date: May 4, 2021

ASD Capital Group LLC

By: /s/ Kevin J. Thomas

Kevin J. Thomas
Managing Member

Date: May 4, 2021

/s/ Kevin J. Thomas
Kevin J. Thomas

Date: May 4, 2021

ESCROW AGREEMENT

Contract Date: May 3, 2021
Escrowor: Alpine4 Holdings Inc
Escrowee: Kevin Thomas
Property: 4740 S. Cleveland Ave, Fort Myers, 33907
Escrow Agent: Cona Law PLLC
Escrow Deposit Amount: \$1,400,000.00

A. The Escrowor has contracted, under a contract dated May 4, 2021 (the “Sales Agreement”), to purchase from Escrowee 100% of the membership interest in 4740 Cleveland LLC (hereinafter “Cleveland”), a Florida limited liability company that is the owner of the Property.

B. The sale of Cleveland is scheduled to close on or before November 15, 2021 for a total purchase price of \$7,000,000.00, once Escrowor has secured financing or other funding in the amount of \$5,600,000.

C. Escrowor agrees to escrow One Million Four Hundred Thousand Dollars (\$1,400,000.00) with the Escrow Agent. The Escrow Agent shall release the One Million Four Hundred Thousand Dollars (\$1,400,000.00) to the Escrowee when Escrow Agent has received a release of escrow notice, signed by both Escrowee and Escrowor. (“Signed Release Notice”).

F. Escrowor and Escrowee have agreed that if Escrow Agent has not received the Signed Release Notice on or before November 15th, 2021, the Escrow Agent is then authorized as of November 16th, 2021, to release the One Million Four Hundred Thousand Dollars (\$1,400,000.00) to the Escrowee.

In consideration of the foregoing, the parties agree as follows:

1. **Establishment of Escrow Deposit.** Escrow Agent hereby acknowledges receipt of the sum of One Million Four Hundred Thousand Dollars (\$1,400,000.00) to be paid to Escrow Agent upon execution of the Sales Agreement. That sum, and all interest earned on that sum, shall be the Escrow Deposit.
2. **Investment of Escrow Deposit.** Upon receipt, the Escrow Agent shall deposit the Escrow Deposit in Escrow Agent’s Trust account with no interest and at no cost to Escrowor.
3. **Disbursement.** Within three (3) days of receipt of a Signed Release Notice, signed by both Escrowor and Escrowee, the Escrow Agent shall release the Escrow Deposit to Escrowee. If no Signed Release Notice is received on or before November 15, 2021, then as of November 16, 2021, the Escrow Agent shall release the Escrow Deposit to Escrowee.
4. **Provisions Relating to Escrow Agent.** The Escrow Agent agrees to hold the Escrow Deposit pursuant to the “Standard Terms of Escrow” attached hereto and incorporated herein by reference.
5. **Governing Law.** This Agreement shall be construed and enforced according to the laws of the State of Florida.

6. **Counterparts.** This Escrow Agreement may be executed in and delivered in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Escrow Agreement. To facilitate execution and delivery of this Escrow Agreement, the parties may execute

and exchange executed counterparts by facsimile or email in a pdf file to the other party or to the other party's counsel. Facsimile or signatures in a pdf file shall have the same legal effect as original signatures.

IN WITNESS WHEREOF, the parties execute this Escrow Agreement on the date set forth below

ESCROWOR:

ESCROWEE:

/s/ Kent Wilson

Alpine4 Holdings Inc
Kent Wilson, CEO

/s/ Kevin J. Thomas

Kevin J. Thomas

Dated: _____

Dated: _____

ESCROW AGENT:

Cona Law PLLC

By: /s/ _____

STANDARD TERMS OF ESCROW

1. Defined Terms. The monies being escrowed are referred to herein as the “Escrow Deposit”. The term “Escrow Agreement” refers collectively to the “Escrow Instructions” to which these “Standard Terms of Escrow” are attached and these “Standard Terms of Escrow”, and any exhibits or attachments thereto.

2. Deposit of Escrow. The Escrow Deposit will be deposited in the Escrow Agent’s trust account and no interest will be earned or paid to the benefit of Escrowor or Escrowee thereon.

3. Duties of Escrow Agent/Exculpation. It is agreed that the duties of the Escrow Agent are only as herein specifically provided, and, except to the extent the Escrow Instructions specifically direct the holding and distribution of the Escrow Deposit, are purely ministerial in nature. Escrowor and Escrowee agree that Escrow Agent shall not be liable for any loss, costs or damage which Escrowor and Escrowee may incur as a result of Escrow Agent's performance of its duties hereunder, except for any loss, costs or damage arising out of Escrow Agent's willful default or gross negligence. Accordingly, Escrow Agent shall not incur any liability with respect to: (a) any action taken or admitted to be taken in good faith upon advice of its counsel given with respect to any questions relating to its duties and responsibilities; or (b) to any action taken or admitted to be taken in reliance upon any document, including any written notice of instruction provided for in the Escrow Agreement, not only as to its due execution and validity and effectiveness of its provisions, but also for the truth and accuracy of any information contained therein, which Escrow Agent shall in good faith believe to be genuine, to have been signed or presented by a proper person or persons and to conform with the provisions of this Escrow Agreement.

5. Indemnification. Escrowor and Escrowee hereby agree to indemnify and hold harmless Escrow Agent against any and all losses, claims, damages, liabilities and expenses, including, without limitation, reasonable attorneys' fees and disbursements, which may be imposed upon or incurred by Escrow Agent in connection with its serving as Escrow Agent hereunder, unless such losses, claims, damages, liabilities and expenses are the result of Escrow Agent's willful default or gross negligence in performing its obligations hereunder.

6. Disputes. The Escrow Agent is acting as a stakeholder only with respect to the Escrow Deposit. If there shall exist any dispute as to whether the Escrow Agent is obligated to deliver the Escrow Deposit, or as to which party the Escrow Deposit is to be delivered, the Escrow Agent shall not be required to make any delivery to any party, but in such event the Escrow Agent may hold the Escrow Deposit until receipt by the Escrow Agent of an authorization in writing, signed by all the parties having any interest in such dispute, directing the disposition of the Escrow Deposit, or, in the absence of such authorization, the Escrow Agent may hold the Escrow Deposit until the final determination of the rights of the parties in an appropriate proceeding brought by one or more of the parties. If such written authorization is not given, or proceedings for such determination are not begun, and the dispute is sufficient (as determined in the discretion of Escrow Agent) to justify its doing so, Escrow Agent may, but is not required to, tender to the registry or custody of any court of appropriate jurisdiction (including the Circuit Court of Collier County, Florida) all money or property held by it under the terms of this Agreement, together with such legal pleadings as it deems appropriate. The party finally determined by the court not to be entitled to the Escrow Deposit shall reimburse the Escrow Agent for all costs and expenses of such action or proceeding (including all appellate proceedings), including, without limitation, reasonable attorneys’ fees and disbursements. Upon making delivery of the Escrow Deposit in the manner provided herein, the Escrow Agent shall be deemed discharged of all further responsibility with respect to the Escrow Deposit and shall have no further liability hereunder.

7. Conflicts. Escrowor and Escrowee waive any right it may have to claim, demand or object that Escrow Agent not act as attorney for one of the parties because of Escrow Agent's duties hereunder and any perceived conflict. If such claim, demand or objection is nevertheless made, it shall be waived, withdrawn, and deemed void and of no effect upon Escrow Agent's tender of the Escrow Deposit to the registry or custody of any court of appropriate jurisdiction; which Escrow Agent may, but is not required to do, in the event such claim, demand or objection made.

COMMERCIAL LEASE AGREEMENT

THIS COMMERCIAL LEASE AGREEMENT (“Lease”) is made and entered into effective this 3rd day of May, 2020 (Effective Date”), by and between **4740 Cleveland LLC**, a Florida limited liability company (hereinafter referred to as “Landlord”), and **Alternative Laboratories LLC**, a Delaware limited liability company, a wholly owned subsidiary of Alpine4 Holdings Inc.(hereinafter referred to as “Tenant”).

In consideration of their mutual covenants, and for good and valuable consideration, Tenant agrees to Lease from Landlord and Landlord agrees to Lease to Tenant as follows:

1. TRIPLE-NET LEASE; THE PREMISES. For the rent and upon the agreements contained in this Lease, Landlord leases to Tenant, and Tenant rents from Landlord, on a triple-net basis, the real property and improvements located at **4740 S. Cleveland Ave, Fort Myers, FL 33907** and, bearing Lee County Property Appraiser Strap ID No. STRAP: 02-45-24-P2-00600.0040, legally described in **Exhibit “A”** attached hereto (hereinafter referred to as the “Premises”). The Premises as referred to herein shall consist of an approximately 65,000 square foot reinforced concrete structure building (the “Building”) and its surrounding real property and improvements located at the above named address.

2. TERM AND COMMENCEMENT. The term of this Lease shall be for a period of Six (6) years (less 2 days) (the “Term”), unless sooner terminated as provided herein, and shall commence on the 3rd day of May, 2021 (hereinafter the “Commencement Date”) and shall terminate at midnight on the 30th of April, 2027 (hereinafter the “Termination Date”). Tenant shall be entitled to move in and occupy the Premises pursuant to the terms of this Lease, upon payment of the initial month’s rent, as of Commencement Date.

3. RENEWAL OPTION. There is no renewal option granted to Tenant.

4. RENT AND SECURITY DEPOSIT.

(a) Base Rent. Base rent (hereinafter “Base Rent” or “Rent”) for the Lease shall be charged in the following amounts (in addition to the Tenant’s payment of Lee county property taxes and insurance on the Premises):

i. Rent for May 2021 – June 2021, payable in monthly installments of \$40,833.33, plus applicable Florida sales tax.

ii. Rent for July 2021, \$49,583.34, plus applicable sales tax.

iii. Rent for August 2021 – April 2027, payable in monthly installments of \$58,333.33, plus applicable sales tax.

(b) Payment Schedule. Rent and applicable sales tax shall be paid monthly, on or before the first (1st) day of each calendar month. Under no circumstance will an event of Force Majeure excuse Tenant’s obligations to make payments when due under

this Agreement, unless such Force Majeure event results in a failure of the Federal Reserve wire system or other failure of the banking system that deprives Tenant access to otherwise

Landlord _____

Page 1 of 14

Tenant _____

available funds. The Base Rent and applicable sales tax for the first month of the term is due on or before the Commencement Date. If the “Commencement Date” is other than the first day of the month, then Rent for the initial fraction of a month shall be apportioned on a per diem basis. A 5% late payment fee will be assessed within five (5) calendar days after the same shall become due and payable for all late payments of any kind. All checks returned for insufficient funds shall also be subject to an additional service charge of \$75.00.

(c) Additional Rent. All sums due or payable by Tenant under this Lease for real property taxes and insurance of the Premises, in addition to Base Rent, shall be deemed “Additional Rent” subject to any applicable sales tax.

(d) Treatment of Excess monthly Rent paid upon sale of Premises to Tenant. Should Tenant and Landlord consummate a sale of the Premises to Tenant, any previously paid Base Rent covering dates subsequent to the date of closing of the sale shall be refunded to Tenant pro rata to the total number of days corresponding to that Base Rent payment.

(e) Security Deposit and Last Month’s Rent. Concurrently with the Payment of the August 2021 Base Rent, Tenant shall pay to Landlord the additional sum of \$58,333.33 as a security deposit (“Security Deposit”) for Tenant’s faithful performance of this Lease, and in addition Tenant shall pay a last month rent to Landlord in the sum of \$58,333.33 plus sales tax thereon, for eventual use as Base Rent for April 2027

5. SERVICES, TAXES, INSURANCE AND INDEMNITY.

(a) Tenant shall be responsible for the direct payment of all electric, water, sewer, cable, telephone, utilities and associated expenses for the operation and maintenance of the Premises, for Lee County property taxes on the Premises, and for insurance compliant with Article 5(b) hereof, and including without limitation Lee County tangible personal property taxes associated with Tenant’s business at the Premises. Tenant shall make all payments directly to the applicable provider of relevant government or private entity. In as much as Landlord is the recipient of any invoices or billing statements, the cost of which is to be paid by Tenant pursuant to the Terms of this Lease, Landlord shall provide such invoices and/or billing statements to Tenant pursuant to the Terms of this Lease, within ten (10) days of receipt, and, where possible, arrange to have such invoices and/or billing statements sent directly to Tenant or to have the associated account transferred into Tenant’s name.

(b) At all times during the Term, Tenant shall, at Tenant’s own expense, keep in full force and effect, insurance policies providing the following coverage:

i. All risk property damage insurance, including fire, windstorm, extended coverage, vandalism, and malicious theft on the Premises and any leasehold improvement, in an amount not less than the full replacement cost, naming Landlord as loss payee;

ii. Workers compensation insurance coverage for each and every employee, principal, officer, representative, or agent of Tenant at the statutory rate and amount required by Florida law.

Landlord _____

Page 2 of 14

Tenant _____

iii. Commercial automobile Liability insurance covering owned, non-owned, leased, hired or borrowed vehicles operated in connection with Tenant's business, in an amount not less than \$1,000,000.00 combined single limit bodily injury and property damage per incident, and name Landlord as an additional insured.

iv. Commercial general liability insurance, to include bodily injury and contractual liability, with limits of liability of not less than \$1,000,000.00 per occurrence, and \$3,000,000.00 in the aggregate, naming Landlord as an additional insured.

(c) All insurance policies must include a provision providing the Landlord, as additional insured, a minimum of thirty (30) days written notice prior to cancellation of the policy. Failure of the Tenant to keep in full force and effect, the insurance policies required by this Lease, shall constitute a default under this Lease.

(d) Tenant shall defend, hold harmless and indemnify Landlord from and against any and all loss, cost, damage or expense, including attorney's fees (including on appeal), of any nature whatsoever arising out of or in connection with the use or occupancy of the Premises by Tenant, the materials or things maintained or kept by Tenant, its agents, employees, guests, invitees and contractors, in or on the Premises, arising, or alleged to have arisen out of, the act(s) or omission(s) of Tenant's officers, agents, employees, guests, invitees and contractors.

6. USE. The Premises shall be used only as a nutritional-supplement or cosmetic or food or pharmaceutical manufacturing and packaging facility and office space for Tenant and for the purpose of manufacturing, shipping, storing, receiving, and selling (other than retail) products materials and merchandise made or distributed by Tenant, and not otherwise, provided such usage does not void or increase Landlord's insurance premiums, or violate any applicable law, declarations and covenants, and zoning regulations. Tenant shall keep the Premises in a clean, sanitary and safe condition in accordance with the laws of the state of Florida, including all environmental laws, and in accordance with all directions, rules, regulations of the health officer, fire marshal, building inspector or other proper officers of the governmental agencies having jurisdiction, at the sole cost and expense of the Tenant, and Tenant shall comply with all requirements of law, ordinance, order, regulation or otherwise, affecting the Premises. Tenant shall park only in accordance with any applicable zoning, traffic or other ordinances. Tenant agrees that Tenant shall not knowingly commit any act that will cause either Tenant or Landlord to be in noncompliance with the zoning ordinances of the County of Collier, State of Florida or other applicable declarations, covenants, or rules and regulations. At the expiration of the tenancy created hereunder, Tenant shall surrender the Premises in as good condition and repair as existed as of the Commencement Date, excepting reasonable wear and tear.

(a) Tenant's Due Diligence Acknowledgement. Tenant is experienced, and/or has engaged expert advisors experienced in the evaluation of the Premises contemplated hereunder. Tenant agrees to accept the Premises in the condition they are in on the Effective Date based upon its own inspection, examination and determination with respect thereto as to all matters, including the suitability of the

Premises for Tenant's intended purposes, and without reliance upon any express or implied representations or warranties of any nature made by or on behalf of or imputed to Landlord, except as expressly set forth in this Agreement, and Tenant agrees that, except for the representations and warranties contained therein, the Premises are being transferred to Tenant on a "AS IS" basis.

7. ASSIGNMENT AND SUBLEASING. Tenant shall not assign or in any manner transfer this Lease or any estate or interest therein, by operation of law or otherwise, or sublet the Premises or any part thereof, or grant any license concession or other right of occupancy of any portion of the Premises.

8. REPAIR AND MAINTENANCE BY TENANT. Tenant shall, at its sole cost and expense, be responsible for the maintenance and repair of the Premises, including the interior and exterior of the Premises, and the HVAC systems as further described in paragraph 8 (a), unless attributable to the gross negligence, recklessness or willful misconduct of Landlord, its agents, employees or contractors in terms of any relevant act(s) or omissions(s). Notwithstanding the foregoing, Landlord shall use its best efforts to have any and all warranties on the Building components honored for repairs to the Building. Tenant must keep the Premises in a clean, sanitary and safe condition at all times.

(a) Tenant shall be responsible for contracting with a licensed HVAC contractor to perform maintenance at a minimum of semi-annually. Additionally, Tenant shall be responsible for the cost of any repair and/or replacement of the HVAC system. Landlord represents and warrants that, as of the Commencement Date, the HVAC system is in good condition and repair. Tenant shall provide a copy of the HVAC maintenance contract to Landlord at the start of each Lease Year. For purposes of this section, "Lease Year" is defined as May 1st of the current year, through April 31st of the following year. Tenant shall also provide a copy of all estimates and invoices for repairs and/or replacement of the HVAC, and all maintenance records to Landlord immediately upon receipt of same.

(b) Tenant covenants and agrees to store all trash and refuse in appropriate containers within the Premises and to attend to the proper disposal thereof in strict compliance with rules and regulations imposed by Landlord, and all local, state, and federal government laws and regulations.

(c) Tenant covenants and agrees to keep, maintain, repair and operate the Premises in a careful, safe, clean and proper manner in strict compliance with local, state, and federal government regulations.

9. ALTERATIONS, CHANGES, AND TENANT IMPROVEMENTS.

(a) Tenant covenants and agrees that Tenant has inspected the Premises and accepts said Premises in its current "As Is" condition. Landlord shall be under no obligation to perform any improvements thereon.

(b) If the Tenant shall seek to make any improvements to the Premises in excess of \$15,000.00, or affecting the electrical, plumbing and/or mechanical systems

of the Building, then such improvements shall require Landlord's prior written consent, which

Landlord _____

Page 4 of 14

Tenant _____

shall not be unreasonably withheld, conditioned or delayed. If pre-approval by Landlord is required hereunder, then Tenant shall first submit to Landlord a description of the proposed project and the estimated costs, as well as all plans and specifications for the same. Landlord shall then have twenty (20) business days to review the information and approve or deny, accordingly. Tenant shall make any alterations, changes and/or improvements contemplated hereunder in a good and workmanlike manner, and shall comply with all applicable laws, rules and regulations, including obtaining all necessary permits and approvals for the work, and shall, prior to the making of any alterations, changes or improvements, assure Landlord that payment for the same will be made by Tenant. Any alterations, changes or improvements not requiring Landlord's prior written approval as set forth herein shall likewise be made in a good and workmanlike manner, and shall comply with all applicable laws, rules and regulations, including obtaining all necessary permits and approvals for the work.

(c) Tenant agrees to let no construction lien attach to the Premises, and hereby completely and fully indemnifies Landlord against any construction lien or other lien or claims in connection with the making of any such alterations, changes and improvements. Pursuant to Florida Statutes §713.10, it is the intent of Landlord and Tenant hereto that Landlord's interest in the Premises shall not be subject to any liens filed because of or arising from Tenant's failure to make payments in connection with any buildings or improvements installed or constructed on the Premises. Failure of the Tenant to comply shall constitute a default under this Lease.

(d) Tenant shall have the right at all times to install Tenant's shelves, bins, machinery, air-conditioning or heating equipment, and trade fixtures, provided Tenant complies with all applicable laws, rules and regulations, including obtaining all necessary permits as stated in Article 9(b) above.

10. RETURN OF PREMISES TO ORIGINAL CONDITION. Tenant recognizes the unique nature of the building and the unique use of the Premises by the Tenant in the conduct of Tenant's activities during the term of the Lease may potentially render the Premises unleaseable to a subsequent tenant without substantial modifications and improvements. Accordingly, Tenant covenants and agrees that all such alterations, additions and improvements made by Tenant to the Premises shall be removed by Tenant, at Tenant's expense, at the termination of this Lease. If Tenant fails to return the Premises to as reasonably close to the original condition as received, reasonable wear and tear and loss by fire or other casualty excepted, within fifteen (15) days after the termination of this Lease, then Landlord, at its option, may incur the cost to return the premises to original condition, reasonable wear and tear and loss by fire or other casualty excepted, and bill Tenant for such costs or keep the improvements without compensation to Tenant and work with the subsequent tenant to modify the Premises to its subsequent use.

11. TENANT'S POSSESSION AND QUIET ENJOYMENT. Landlord hereby covenants and agrees that if Tenant shall promptly and faithfully perform all of the covenants and agreements herein stipulated to be performed on Tenant's part, then Tenant shall at all times during said term have the peaceable and quiet enjoyment and possession of said Premises without hindrance or claim from Landlord or any persons or party claiming said Premises by, through or under the Landlord, except as otherwise provided herein.

Landlord _____

Page 5 of 14

Tenant _____



12. WAIVER. Landlord's failure to declare an event of default immediately upon its occurrence, or any delay by Landlord in enforcing any remedy herein provided upon an event of default, shall not constitute a waiver of such default. No waiver by Landlord of any default or breach of any term, covenant, or condition, agreement, provision or stipulation herein contained shall be treated as a waiver of any subsequent default or breach of the same of any other term, condition, covenant, agreement, provision, or stipulation hereof. The rights and remedies of the Landlord hereunder shall be cumulative and in addition to any other right afforded by law. The exercise of any right or remedy shall not impair Landlord's right to any other remedy.

13. SIGNAGE. Tenant may, at Tenant's expense, subject to Landlord's prior review and written approval of applicable design plans, install interior and exterior signage at the Premises. Regardless of approval by Landlord, signage must be in strict compliance with all applicable laws, rules and regulations, including obtaining all necessary permits. The location of any signage must be approved by Landlord in its sole discretion. All signage installation and removal costs shall be borne by Tenant. Other than as expressly provided for herein, Tenant is not permitted to erect any signs in, on or around the Premises, including any exterior signage on the Building, without the prior written approval of Landlord. Landlord may condition its approval of any additional signage upon the payment by Tenant of additional fees, costs, increase in rentals or other sums determined by Landlord in its sole and absolute discretion.

14. HOLDING OVER. If Tenant shall remain in possession of all or any part of the Premises after the expiration of the term of this Lease, then Tenant shall be deemed a Tenant of the Premises from month to month, subject to all terms and conditions of the within Lease which are not inconsistent with such month to month tenancy, and the monthly rental amount due under the month to month tenancy shall be one and one-half the amount of the April 2027 Base Rent paid under this Lease. Nothing herein shall excuse any unauthorized holding over or waive any liability therefore.

15. DEFAULT.

(a) Each of the following events shall result in a default by Tenant, and if not timely cured as provided below, a breach of this Lease:

i. If Tenant or guarantor shall file a petition in bankruptcy or insolvency or for reorganization or arrangement under the bankruptcy laws of the United States or any insolvency act of any state or shall make an assignment for the benefit of creditors.

ii. If involuntary proceedings under any such bankruptcy law or insolvency act or for the dissolution of a corporation shall be instituted against Tenant; or if a receiver or trustee shall be appointed for all or substantially all of the property of Tenant and such proceedings shall not be dismissed, or such receivership or trusteeship vacated within ninety (90) days after such institution or appointment.

iii. If Tenant shall fail to timely pay Landlord Base Rent, or fail to pay Additional Rent, within five (5) days after the same shall become due and payable and such failure continues for ten (10) days of such failure of payment; provided,

however, such grace period will be required of Landlord only two (2) times during

Landlord _____

Page **6** of **14**

Tenant _____

any calendar year, and event of default will immediately occur upon the third (3rd) failure by Tenant to make a timely payment as aforesaid within that calendar year.

iv. If Tenant shall fail to perform any of the other agreements, terms, covenants, or conditions hereof on Tenant's part to be performed and such nonperformance shall continue after notice for the period within which performance is required to be made by specific provision of this Lease, or if no such period is so provided for a period of thirty (30) days after notice thereof by Landlord to Tenant, or if such performance cannot be reasonably had within such 30-day period, Tenant shall not in good faith have commenced such performance within such 30-day period and shall not diligently proceed therewith to completion.

v. Tenant shall do or permit to be done anything which creates a lien on the Premises.

If any of the above-described events shall occur, Tenant shall be deemed to be in default and breach of this Lease, without any further notice or opportunity to cure provided by Landlord, whereupon Landlord may accelerate all rents, and cancel and terminate this Lease, including any associated rights of first refusal and any contract to purchase the Premises, and Tenant shall have no further interest or rights hereunder. Landlord and Tenant agree that each has a duty to mitigate damages, and covenants that it will use commercially reasonable efforts to minimize any damages it may incur as a result of the other's performance or non-performance of the Agreement.(b) Landlord may, at its option, but shall not be obligated to, make any payment or perform any act required of Tenant herein to comply with any agreement, term, covenant, or condition required hereby to be performed by Tenant, and the amount so paid, or so incurred in performing any such act, together with interest thereon at the highest rate allowed by Florida law from the date of such payment by Landlord, shall be deemed to be additional rent hereunder payable by Tenant and collectible as such by Landlord with the next succeeding monthly installment of rent.

(c) The failure of Landlord to insist upon a strict performance of any of the agreements, terms, covenants, and conditions hereof shall not be deemed a waiver of any rights or remedies that Landlord may have and shall not be deemed a waiver of any subsequent breach or default in any of such agreements, terms, covenants, and conditions.

(d) Notwithstanding anything to the contrary in the Lease, if Landlord breaches any covenant warranty, term or obligation under this Lease, then Landlord's failure to cure the breach or its failure to commence, within thirty (30) days after Landlord's receipt of written notice from Tenant regarding Landlord's default, a good-faith effort to cure such breach, will be considered a default of this Lease and will entitle Tenant to either terminate this Lease or cure the default and make the necessary repairs, with any expense incurred by Tenant to be reimbursed by Landlord promptly upon notice of the repairs and expenses incurred; provided, however, if such performance cannot be reasonably had within such 30-day period, Landlord shall not be in default if Landlord in good faith has commenced such performance within such 30-day period and diligently proceeds therewith to completion.

16. HAZARDOUS SUBSTANCES.

(a) Definition. The term "Hazardous Substances," as used in this Lease, shall include, without limitation: flammables, explosives, radioactive materials, asbestos,

Landlord _____

Page 7 of 14

Tenant _____

polychlorinated biphenyls (PCBs), chemicals known to cause cancer or reproductive toxicity, pollutants, contaminants, hazardous wastes, toxic substances or related materials, petroleum and petroleum products, and substances declared to be hazardous or toxic under any law or regulation now or hereafter enacted or promulgated by any governmental authority.

(b) Prohibitions. Tenant shall not cause nor permit to occur any violation of any federal, state, or local law, ordinance, or regulation now or hereafter enacted, related to environmental conditions on, under or about the Premises arising from Tenant's use or occupancy therein, including but not limited to, soil and ground water conditions, nor shall Tenant cause or permit the use, generation, release, manufacture, refinement, production, processing, storage or disposal of any Hazardous Substance without Landlord's prior written consent, which consent may be withdrawn, conditioned, or modified by Landlord in its sole and absolute discretion; provided, however, Tenant may store and use Hazardous Substances of such types and in such amounts as are reasonable and customary in connection with the permitted use as long as Tenant fully complies with all applicable laws governing such storage and use.

(c) Indemnity and Release. Tenant shall indemnify, save, defend and hold Landlord, its respective officers, directors, beneficiaries, shareholders, partners, agents and employees harmless from all fines, suits, procedures, claims, and actions of every kind, and all costs associated therewith including attorneys' and consultants' fees, arising out of the use, generation, storage, treatment, disposal, or release of Hazardous Substances on the Premises; provided, however, that such did not result, directly or indirectly, wholly or in part, from the acts or omissions of Landlord, its employees, agents, or contractors.

(d) The indemnity provisions contained herein shall survive the expiration or earlier termination of this Lease.

17. FLORIDA LAW GOVERNS. This lease and the rights and obligations of the parties hereunder shall be construed in accordance with the laws of the state of Florida and venue for any judicial proceeding concerning the Commercial Lease shall lie in the Twentieth Judicial Circuit, in Lee County, Florida.

18. ATTORNEY'S FEES AND COURT COSTS. Should any litigation or other enforcement efforts commence as a result of this Lease, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs from the non-prevailing party, including reasonable attorneys' fees, and costs incurred on appeal and in aid of collection or execution of any order or judgment, and all attorneys' fees and costs incurred in collecting attorneys' fees and costs. Tenant agrees to waive all rights to a jury trial in the event of any disputes arising as a result of this Lease.

19. NOTICE. Any notice required or permitted to be given or served under this Lease or in connection with any proceeding or action growing out of this Lease or of the tenancy therefrom, shall be deemed to be sufficiently given or served, if mailed by registered or certified mail, postage prepaid and addressed as follows:

Landlord _____

Page 8 of 14

Tenant _____

If to Landlord, at: 4740 Cleveland LLC
Attention: Kevin Thomas
3829 SE 21st Place
Cape Coral, Florida 33904
Phone: (239) 253-6777
Email: Kevin@alternativelabs.com

If to Tenant, at: Alpine 4 Holdings, Inc.
2525 E Arizona Biltmore Circle, Suite C237
Phoenix, AZ 85016
Attn: Kent Wilson, CEO
Phone: 855-777-0077 Ext 801
Email: kwilson@alpine4.com

Either party or may designate a different address of a different person for the sending of notices by complying with the provisions of this section.

20. SUCCESSORS AND ASSIGNS. The terms, covenants and conditions contained in this Lease shall bind and inure to the benefit of Landlord and Tenant and their respective successors and, except as otherwise provided herein, their heirs, legal representatives, distributees and assigns. However, nothing contained herein shall be deemed to allow or consent to any assignment or subletting by Tenant, except as otherwise provided herein.

21. LANDLORD'S RELEASE FROM LIABILITY UPON SALE OF PREMISES. The term "Landlord" in this Lease means only the owner or the mortgagee in possession of the Premises at the time the determination is made, so that in the event of any sale or sales of said Premises or the Lease, all persons, (including the signature Landlord hereof) who are in the status of landlord(s) prior to such sale or Lease shall be entirely freed and relieved of all promises and obligations on the part of the Landlord hereunder on the date of such sale or transfer, and it shall be deemed and construed without further agreement between the parties or their successors in interest, or between the parties and the purchaser, that the purchaser or the successors in interest of the land and improvements has assumed and agreed to carry out any and all covenants and obligations of the Landlord hereunder. In the event of such sale or transfer, Tenant hereby agrees to attorn unto the new owner. Tenant shall be bound to purchaser or successor in interest under all the terms of the Lease for the balance of the term thereof remaining with the same force and effect as if purchaser or successor in interest was landlord under the Lease, and attornment shall be effective and self-operative, without the execution of any further instrument on the part of any party hereto, immediately upon purchaser or successor in interest succeeding to the interest of the Landlord under the Lease.

22. SUBORDINATION. This Lease shall be subject and subordinate at all times to the liens of all present and future mortgages, rents, and encumbrances placed upon the Premises; provided that Landlord shall cause any current or future holder of any mortgage encumbering the Premises to execute and deliver to Tenant a commercially reasonable agreement in recordable

form confirming the foregoing subordination of this Lease and providing that it will (i) recognize this Lease, Tenant's use and occupancy of the Premises and all of Tenant's rights hereunder, and

Landlord _____

Page **9** of **14**

Tenant _____

(ii) not disturb Tenant's possession of the Premises in the event of foreclosure or the exercise of any other right or remedy, for so long as Tenant is not in default hereunder beyond the expiration of all applicable grace, notice and cure periods (an "SNDA"). No further instrument or act by Tenant shall be necessary to effectuate such subordination; however, Tenant shall execute and deliver the SNDA upon demand of Landlord or any such mortgagee, proposed mortgagee, or other person. Landlord shall obtain and provide Tenant the SNDA within fifteen (15) days after the Effective Date with respect to any current mortgages or other security interest encumbering or affecting the Premises, otherwise, then Tenant shall have the option to terminate this Lease fifteen (15) days after giving written notice to Landlord.

23. ESTOPPEL CERTIFICATE. Tenant agrees to execute, acknowledge and deliver to Landlord, within twenty (20) days after the request of Landlord at any time during the Lease Term, a statement in writing certifying:

(a) That this Lease is unmodified and in full force and effect, or if there have been modifications, that this Lease is in full force and effect as modified and stating such modifications;

(b) The dates to which Base Rent and other charges due to Landlord hereunder, have been paid by Tenant;

(c) Whether or not, to Tenant's actual knowledge, Landlord is in default in the performance of any of its obligations under this Lease, if any, and if so, the detailed nature of any such default.

(d) The terms of this Lease; and

(e) Such other matters as Landlord may reasonably require

24. LANDLORD'S RIGHT OF ENTRY. Landlord and its authorized agents shall have the right to enter the Premises during normal working hours, upon not less than 24 hours' notice to Tenant (except in the case of an emergency), for the following purposes: (a) inspecting the general condition and state of repair of the Premises; (b) making repairs required of Landlord; (c) showing the Premises to any prospective Tenant (if an event of default has occurred or within the last 6 months of the Lease) or purchaser; or (d) showing the Building for any other legal or reasonable purpose. Landlord shall have the right to erect "FOR LEASE" or "FOR SALE" signs on the Premises at any time during the last six (6) months of the term of this Lease.

25. DAMAGE OR DESTRUCTION. If the Premises shall be damaged or destroyed by fire, the elements, unavoidable accidents, or other casualty, whereby the Premises are rendered substantially or wholly untenable, Landlord may, at its option cause such damage to be properly repaired, and the Base Rent and Additional Rent shall meanwhile be abated during such repairs, or Landlord may terminate the Lease. In addition, if any damage cannot be repaired within one hundred eighty (180) days of said occurrence, then Landlord and Tenant shall each have the option of terminating this Lease in writing, whereby after all Base Rent, Additional Rent, and additional charges hereunder shall have been paid to the date of damage, there shall be no further liability upon either party. If the Premises shall be so damaged or destroyed as to not rendered

the Premises substantially or wholly untenable, then Landlord shall cause such damage to be properly repaired and Tenant shall be entitled to a temporary or equitable reduction in Base Rent and

Landlord _____

Page **10** of **14**

Tenant _____

Additional Rent during the repair period following such damage or destruction via an abatement of Rent for such portion of the Premises that is damaged and unusable by Tenant in a manner reasonably comparable to the use of such space prior to the casualty. Notwithstanding the foregoing, Tenant agrees and acknowledges that Landlord's responsibility to make the foregoing repairs is specifically limited to those portions of the Premises existing on the Effective Date and shall not apply to any improvements or alterations made to the Premises by the Tenant, Landlord or any other party after the Effective Date. In addition, notwithstanding anything contained in this section to the contrary, Tenant agrees and acknowledges that Landlord's responsibility to make the repairs above is specifically limited to the amount of insurance proceeds, if any, actually recovered by Landlord.

26. EMINENT DOMAIN. In the event that the Premises or any part thereof shall at any time after the execution of this Lease be taken for public or quasi-public use or condemned under eminent domain, Tenant shall not be entitled to claim, or have paid to the Tenant any compensation for damages whatsoever for or on account of any loss, injury, damage or taking of any right, interest, or estate of the Tenant in or to said property, in which event Tenant, upon request of Landlord so to do, will execute any and all releases or other documents as shall be required by such public or quasi-public authority. However, nothing herein contained shall be construed to prevent the Tenant from asserting against the condemn or any separate and independent claims for damages occurring by reason of said condemnation including, but not limited to, personal property, business, goodwill, cost of removing equipment, moving expenses, or loss of future profits. In the case of any such taking or condemnation referred to in this paragraph, then if and when there is an actual taking of physical possession of the Premises or of any part thereof in excess of Fifty Percent (50%) of the total floor areas thereof or such amount that would prevent or materially interfere with the use of the Premises for the purposes then being used, then either the Landlord or the Tenant may cancel and terminate this Lease as to the whole of the Premises by giving notice to the other party within sixty (60) days after such an actual taking of physical possession. If this Lease is not terminated as above provided for following any of said actual takings, then the Landlord shall repair the Building at its own expense; provided, however, that Landlord's obligation to repair shall be limited to the amount of award actually received by it for such taking. In the event of a partial taking of the Premises, a proportionate allowance shall be made in the Rent based on the proportion of the Premises remaining as compared to the original Premises effective when the physical taking of the portion of the Premises occurs.

27. SURRENDER. On the last day of the Term of this Lease, or on the sooner termination thereof, Tenant shall peaceably surrender the Premises in good condition and repair as required by this Lease, ordinary wear and tear excepted. On or before the last day of the Term of this Lease or the sooner termination thereof, Tenant shall at its expense remove all of its office furnishings, equipment, supplies and other personal property, and any other property not removed shall be deemed abandoned. If the Premises is not surrendered at the end of the Term or the sooner termination thereof, Tenant shall indemnify Landlord against loss or liability resulting from delay by Tenant in so surrendering the Premises, including, but without limitation to, any claims made by any succeeding tenant founded on such delay. Tenant shall promptly upon surrender deliver all keys for the Premises to Landlord at the place then fixed for payment of rent.

28. GENERAL. Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent, or of partnership, or of joint venture between the parties hereto, the sole relationship being that of Landlord and Tenant. Wherever herein the singular number is used, the same shall include the plural, and the

masculine gender shall include the feminine and neuter genders. One or more waivers of any covenant or condition by Landlord shall not be construed as a waiver of a subsequent breach of the same covenant or condition, and the consent or approval by the Landlord to or of any act by Tenant requiring Landlord's consent or approval shall not be deemed to waiver or render unnecessary Landlord's consent or approval to or of any subsequent similar act by Tenant. No waiver of any said terms, provisions, covenants, rules and regulations shall be valid unless it shall be in writing signed by the Landlord. The topical headings of the several sections are for convenience only and do not define, limit or construe the contents of such paragraphs or causes therein. All preliminary negotiations are merged into and incorporated in this Lease. This Lease can only be modified or amended by an agreement in writing signed by the parties hereto.

29. RADON GAS. Florida Statutes Section 404.056(8) requires the following statement to be included in this Lease: Radon is naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

30. INVALIDITY OF PARTICULAR PROVISIONS. If any covenant, agreement or condition of this Lease or the application thereof to any person, firm or corporation, or to any circumstance, shall to any extent be invalid or unenforceable, the remainder of this Lease, or the application of such covenant, agreement or condition to persons, firms, or corporations, or to circumstances other than those as to which it is invalid or enforceable, shall not be affected thereby. Each covenant, agreement or condition of this Lease shall be valid and enforceable to the fullest extent permitted by law.

Landlord _____

Page 12 of 14

Tenant _____

IN WITNESS WHEREOF, the parties hereto have executed this Lease the day and year first above written.

LANDLORD:

4740 S. Cleveland LLC, a Florida limited liability company

By: /s/ Kevin Thomas
Kevin Thomas, Authorized Member

TENANT:

Alternative Laboratories, a Delaware limited liability company

By: /s/ Kent B. Wilson
Kent Wilson,
CEO of Alternative Laboratories LLC

Witness #1 as to Landlord:

By: /s/
Print Name: _____

Witness #1 as to Tenant:

By: /s/
Print Name: _____

Witness #2 as to Landlord:

By: /s/
Print Name: _____

Witness #2 as to Tenant:

By: /s/
Print Name: _____

Landlord _____

Tenant _____

EXHIBIT A

Legal Description:

Lot 4, FORT MYERS HOUSE AND HOME CENTER, according to the plat thereof as filed in Plat Book 34, page 49 of the Public Records of Lee County, Florida.

Landlord _____

Page **14** of **14**

Tenant _____

MEMBERSHIP INTEREST PURCHASE AGREEMENT

by and among

A4 Manufacturing, Inc.,

Alpine 4 Holdings, Inc.,

4740 Cleveland, LLC,

and

Kevin Thomas

Dated as of May 4, 2021

TABLE OF CONTENTS

	Page
ARTICLE I DEFINITIONS	1
ARTICLE II SALE AND PURCHASE OF INTERESTS	5
2.1 Sale and Purchase of Interests	5
2.2 Payment for the Interests	5
2.3 Closing	5
2.4 Transactions to be Effected at Closing.	5
2.5 No Financing Contingency	5
ARTICLE III REPRESENTATIONS AND WARRANTIES OF THE SELLER	6
3.1 Authority	6
3.2 Interest Ownership	6
3.3 Brokers' or Finders' Fees	6
ARTICLE IV REPRESENTATIONS AND WARRANTIES OF THE COMPANY	6
4.1 Organization and Corporate Power	6
4.2 Authority	6
4.3 Capitalization	6
4.4 Brokers' or Finders' Fees	7
4.5 Disclosure	7
ARTICLE V REPRESENTATIONS AND WARRANTIES OF THE BUYER AND PARENT	7
5.1 Organization and Authority	7
5.2 No Conflicts	7
5.3 Independent Investigation	7
5.4 Litigation	8
5.5 Brokers' or Finders' Fees	8
5.6 Investment Intent	8
5.7 Disclosure	8
ARTICLE VI CONDITIONS TO CLOSING	8
6.1 Conditions to the Buyer's Obligations	8
6.2 Conditions to the Sellers' Obligations	9
6.3 Failure of Conditions to Closing	9
ARTICLE VII RESERVED	9
ARTICLE VIII INDEMNIFICATION	9
8.1 Indemnification by the Seller	9
8.2 Indemnification by the Buyer	10
8.3 Survival and Time Limitations	10
8.4 Limitations on Indemnification	10
8.5 Claims Against the Company	11
8.6 Third-Party Claims	11
8.7 Other Indemnification Matters	12
8.8 Exclusive Remedy	12

ARTICLE IX TAX MATTERS	12
9.1 Tax Indemnification	12
9.2 Reserved.	13
9.3 Tax Periods Beginning Before and Ending After the Closing Date	13
9.4 Cooperation on Tax Matters	13
9.5 Certain Transfer Taxes	13
ARTICLE X MISCELLANEOUS	13
10.1 No Third-Party Beneficiaries'	13
10.2 Entire Agreement	13
10.3 Successors and Assigns	13
10.4 Counterparts	14
10.5 Notices	14
10.6 Jurisdiction; Service of Process	14
10.7 Venue	14
10.8 Governing Law	15
10.9 Amendments and Waivers	15
10.10 Severability	15
10.11 Expenses	15
10.12 Construction	15
10.13 Specific Performance	16
10.14 Further Assurances	16
10.15 Public Announcement	16
10.16 Attorneys' Fees	16
10.17 Conflict Waiver; Attorney-Client Privilege	16

EXHIBITS

A	Assignment
B	Escrow Agreement

SCHEDULES

3.3	Brokers' or Finders' Fees
4.1	Organization
4.4	Brokers' or Finders' Fees
5.5	Brokers' or Finders' Fees

MEMBERSHIP INTEREST PURCHASE AGREEMENT

This Membership Interest Purchase Agreement (this "**Agreement**") is entered into as of May 4, 2021 (the "**Effective Date**") by and among A4 Manufacturing, Inc., a Delaware corporation (the "**Buyer**") and wholly owned subsidiary of Alpine 4 Holdings, Inc., a Delaware corporation ("**Parent**"), 4740 Cleveland, LLC, a Florida limited liability company (the "**Company**") and Kevin Thomas (the "**Seller**"). The Buyer, Parent, the Company and the Seller may each be referred to herein as a "**Party**" and collectively as the "**Parties**."

STATEMENT OF PURPOSE

The Seller is the record and beneficial owner of 100% of the issued and outstanding membership interests of the Company (the "**Interests**"), constituting 100% of the issued and outstanding securities of the Company on a fully-diluted basis. The Seller desires to sell all of the Interests to the Buyer, and the Buyer desires to purchase the Interests from the Seller, upon the terms and subject to the conditions set forth in this Agreement. Pursuant to this Agreement, the Buyer hereby agrees to purchase from the Seller, and the Seller hereby agree to sell to the Buyer, all of the outstanding Interests of the Company for the consideration and upon the terms and subject to the conditions set forth in this Agreement.

ARTICLE I DEFINITIONS

When used in this Agreement, the following terms will have the meanings assigned to them in this Article I.

"**Affiliate**" means, with respect to a specified Person, any other Person that directly or indirectly controls, is controlled by, or is under common control with, the specified Person. The term "control" means: (a) the possession, directly or indirectly, of the power to vote 50% or more of the securities or other equity interests of a Person having ordinary voting power; (b) the possession, directly or indirectly, of the power to direct or cause the direction of the management policies of a Person, by contract or otherwise; or (c) being a member, director, officer, executor, trustee or fiduciary (or their equivalents) of a Person or a Person that controls such Person. With respect to a Person who is an individual, "control" by the spouse of such Person, or by any ancestor or descendant of such Person or such Person's spouse who resides in the same house as such Person, shall be deemed control by such Person.

"**Affiliated Group**" means an affiliated group as defined in Code Section 1504 (or any analogous combined, consolidated or unitary group defined under state, local or foreign income Tax law).

"**Appurtenances**" means all privileges, rights, easements, hereditaments and appurtenances belonging to or for the benefit of the Real Property, including all easements appurtenant to and for the benefit of the Real Property for, and as the primary means of access between, the Real Property and a public way, or for any other use upon which lawful use of the Real Property for the purposes for which it is presently being used is dependent, and all rights existing in and to any streets, alleys, passages and other rights-of-way included thereon or adjacent thereto (before or after vacation thereof) and vaults beneath any such streets.

"**Assignment**" means that certain Assignment of Membership Interest by and between the Seller and the Buyer for the assignment of the Interests to the Buyer, dated as of the Closing Date, in substantially the form set forth in Exhibit A attached to this Agreement.

"**Business**" means the business operations as conducted by the Company on the Closing Date, consistent with past practice.



"**Business Day**" means any day that is not a Saturday, Sunday or a Federal public holiday.

"**Code**" means the Internal Revenue Code of 1986, as amended.

"**Consent**" means any consent, approval, authorization, permission or waiver.

"**Contract**" means any contract, obligation, understanding, commitment, lease, license, purchase order, work order, bid or other agreement, whether written or oral and whether express or implied, together with all amendments and other modifications thereto.

"**Deadline Date**" means November 15, 2021.

"**Encumbrance**" means any lien, mortgage, pledge, encumbrance, charge, security interest, adverse or other claim, community property interest, condition, equitable interest, option, warrant, right of first refusal, easement, profit, license, servitude, right of way, covenant, zoning or other restriction of any kind or nature.

"**Escrow Agent**" means Cona Law, PLLC.

"**Escrow Agreement**" means that certain Escrow Agreement by and between the Buyer, the Seller and the Escrow Agent, dated as of May 4, 2021, in substantially the form set forth in **Exhibit B** attached to this Agreement.

"**Escrow Amount**" means One Million Four Hundred Thousand Dollars (\$1,400,000).

"**Fraud**" means, with respect to a Party, an actual and intentional misrepresentation of a material existing fact with respect to the making of any representation or warranty in Article III, Article IV or Article V made by such Party: (a) with respect to the Seller, to Seller's Knowledge or (b) with respect to the Buyer, to Buyer's Knowledge, of its falsity and made for the purpose of inducing the other Party to act, and upon which the other Party justifiably relies with resulting quantifiable Losses.

"**GAAP**" means generally accepted accounting principles in the United States as set forth in pronouncements of the Financial Accounting Standards Board (and its predecessors) and the American Institute of Certified Public Accountants and, unless otherwise specified, as in effect on the date hereof or, with respect to any financial statements prepared prior to the date hereof, the date such financial statements were prepared.

"**Governmental Body**" means any federal, state, local or other government or quasi-governmental authority or any department, agency, subdivision, court or other tribunal of any of the foregoing.

"**Improvements**" means all buildings, structures, fixtures and improvements located on the Real Property.

"**IRS**" means the U.S. Internal Revenue Service.

"**Knowledge**" of any Person means: (a) the actual knowledge of such Person; or (b) the knowledge that a reasonable Person should have after reasonable inquiry of employees, directors and officers of such Person (in the case of a legal entity). Notwithstanding the foregoing, references to the "**Seller's Knowledge**" and "**Company's Knowledge**" means the actual knowledge of the Seller.

"**Law**" means any federal, state, local, or other law, statute, ordinance, regulation, rule, regulatory or administrative guidance, Order, constitution, principle of common law or other restriction of any Governmental Body.

"**Lease Agreement**" means that certain Lease Agreement by and between the Buyer and the Company, dated as of May 4, 2021, relating to the Buyer leasing the Real Property from the Company.

"**Lease Guaranty Agreement**" means that certain Lease Guaranty Agreement executed by Parent in favor of the Company, dated as of May 4, 2021, in connection with the Lease Agreement.

"**Liability**" means any liability, obligation or commitment of any kind or nature, whether known or unknown, asserted or unasserted, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, or due or to become due.

"**Loss**" means any loss, claim, demand, Order, damage (excluding, with respect to indemnification claims between the Seller and the Buyer (and not with respect to indemnification claims involving third parties), lost profits and consequential or special damages), penalty, fine, cost, settlement payment, Liability, Tax, Encumbrance, expense, fee, court costs or reasonable attorneys' fees and expenses.

"**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 Company, taken as a whole; provided, however, that "Material Adverse Effect" shall not include any event, occurrence, fact, condition or change, directly or indirectly, arising out of, attributable to or resulting from: (a) general economic or political conditions; (b) conditions generally affecting the industries in which the Company operates; (c) any changes in financial, banking or securities markets in general, including any disruption thereof and any decline in the price of any security or any market index or any change in prevailing interest rates; (d) acts of war (whether or not declared), sabotage, armed hostilities or terrorism, or the escalation or worsening thereof; (e) any action required or permitted by this Agreement or any action taken (or omitted to be taken) with the written consent of or at the written request of the Buyer; (f) any matter of which the Buyer or its Affiliates are aware on the date hereof; (g) any changes in applicable Laws or accounting rules (including GAAP) or the enforcement, implementation or interpretation thereof; (h) the announcement, pendency or completion of the transactions contemplated by this Agreement, including losses or threatened losses of employees, customers, suppliers, distributors or others having relationships with the Company; (i) any natural or man-made disaster, pandemic or acts of God; (j) any increase in competition in any market in which the Company operates; or (k) any failure by the Company to meet any internal or published projections, forecasts or revenue or earnings predictions (provided that the underlying causes of such failures (subject to the other provisions of this definition) shall not be excluded).

"**Order**" means any order, award, decision, injunction, judgment, ruling, decree, charge, writ, subpoena or verdict entered, issued, made or rendered by any Governmental Body or arbitrator.

"**Organizational Documents**" means: (a) the certificate or articles of incorporation and bylaws; (b) any documents comparable to those described in clause (a) as may be applicable pursuant to any Law; and (c) any amendment or modification to any of the foregoing.

"**Person**" means any individual, corporation, limited liability company, partnership, sole proprietorship, joint venture, trust, estate, association, organization, labor union, Governmental Body or other entity.

"Proceeding" means any proceeding, charge, complaint, claim, demand, notice, action, suit, litigation, hearing, audit, investigation, arbitration or mediation (in each case, whether civil, criminal, administrative, investigative or informal) commenced, conducted, heard or pending by or before any Governmental Body, arbitrator or mediator.

"Purchase Price" means Seven Million Dollars (\$7,000,000).

"Real Property" means collectively, the real property owned by the Company and located at 4740 South Cleveland Avenue, Fort Myers, Florida 33907, and all the Improvements located thereon and Appurtenances thereto.

"Representative" means, with respect to a particular Person, any manager, director, officer, employee, agent, consultant, advisor or other representative of such Person, including legal counsel, accountants and financial advisors.

"Shares" means shares of Parent's Class A common stock issued in the name of the Seller as partial consideration in connection with the sale by the Seller to the Buyer of the Seller's membership interest in KAI Enterprises, LLC.

"Share Proceeds" means the aggregate amount of net cash proceeds the Seller receives upon the sale or other disposition of the Shares, after deducting any and all costs, fees, Taxes and any other type of expense incurred or owed in connection with, or as a result of, the sale or other disposition of such Shares.

"Securities Act" means the Securities Act of 1933, as amended.

"Tax" means: (a) any federal, state, local, foreign or other income, gross receipts, license, payroll, employment, excise, severance, stamp, occupation, premium, windfall profits, environmental, customs duties, capital stock, franchise, profits, withholding, social security (or similar), unemployment, disability, real property, personal property, sales, use, transfer, registration, value added, general service, alternative or add-on minimum, estimated or other tax of any kind whatsoever, however denominated, or computed, and including any interest, penalty, or addition thereto, whether disputed or not; (b) Liability for the payment of any amounts of the type described in clause (a) arising as a result of being (or ceasing to be) a member of any Affiliated Group (or being included (or required to be included) in any Tax Return relating thereto); and (c) Liability for the payment of any amounts of the type described in clause (a) or (b) as a transferee or successor, by Contract or from any express or implied obligation to indemnify or otherwise assume or succeed to the Liability of any other Person.

"Tax Return" means any return, declaration, report, claim for refund, or information return or other document or statement relating to Taxes, including any form, schedule or attachment thereto and any amendment or supplement thereof.

"Transactions" means the transactions contemplated by the Transaction Documents.

"Transaction Documents" means this Agreement, the Assignment, the Lease Agreement, the Lease Guaranty Agreement and all other written agreements, documents and certificates contemplated by any of the foregoing documents.

ARTICLE II
SALE AND PURCHASE OF INTERESTS

Sale and Purchase of Interests. Subject to the terms and conditions of this Agreement, the Buyer will purchase from the Seller, and Seller will sell and deliver to the Buyer, all of the Interests, which Interests equal 100% of the issued and outstanding ownership interests of the Company.

2.2 Payment for the Interests. As payment in full for the Interests being acquired by the Buyer hereunder, the Buyer shall pay the Purchase Price to the Seller on the Closing Date by delivering the Purchase Price minus the Escrow Amount by wire transfer of immediately available funds to an account specified by the Seller in writing at least one Business Day prior to the Closing.

2.3 Closing. The closing of the sale of the Interests (the "Closing") shall take place remotely via the exchange of documents and signatures, or as the Buyer and the Seller may otherwise mutually determine, on a Business Day mutually agreed upon that is on or before the Deadline Date. The date upon which the Closing occurs is hereinafter referred to as the "Closing Date." The sale, assignment, transfer and conveyance to the Buyer of the Interests will be deemed effective at 12:01 a.m. EDT on the Closing Date. All actions to be taken and all documents to be executed or delivered at the Closing will be deemed to have been taken, executed and delivered simultaneously. The Buyer and Parent each acknowledge and agree that TIME SHALL BE OF THE ESSENCE with respect to the performance by the Buyer of its obligations to purchase the Interests, pay the Purchase Price, and otherwise consummate the transactions contemplated in this Agreement on the Closing Date that must occur no later than the Deadline Date.

2.4 Transactions to be Effected at Closing.

(a) On the Closing Date, in addition to paying the Purchase Price minus the Escrow Amount, the Buyer shall deliver:

(i) to the Seller, the Assignment, duly executed by the Buyer; and

(ii) all other agreements, documents, instruments or certificates required to be delivered by the Buyer at or prior to the Closing pursuant to the Transaction Documents to which the Buyer is a party.

(b) On the Closing Date, the Seller shall deliver:

(i) to the Buyer, the Assignment, duly executed by the Seller;

(ii) to the Buyer, his resignation as Manager of the Company; and

(iii) all other agreements, documents, instruments or certificates required to be delivered by the Seller at or prior to the Closing pursuant to the Transaction Documents to which the Seller is a party.

2.5 No Financing Contingency. The Buyer and Parent each expressly agrees and acknowledges that the Buyer's obligations to pay the Purchase Price and otherwise consummate the transactions contemplated hereby are not in any way conditioned on the Buyer's or Parent's ability to obtain financing of any type or nature whatsoever, whether by way of debt financing, equity investment, or otherwise.

ARTICLE III REPRESENTATIONS AND WARRANTIES OF THE SELLER

The Seller represents and warrants to the Buyer that each statement contained in this Article III is true and correct as of the Closing Date:

3.1 Authority. The Seller has full power, authority and legal capacity to execute and deliver the Transaction Documents to which the Seller is a party and to perform the Seller's obligations thereunder. This Agreement constitutes the valid and legally binding obligation of the Seller, enforceable against the Seller in accordance with the terms of this Agreement.

3.2 Interest Ownership. The Seller owns of record and beneficially the Interests free and clear of any Encumbrance or restriction on transfer (other than any restriction under any securities Law). The Seller is not a party to any option, warrant, purchase right, right of first refusal, call, put or other Contract (other than this Agreement) that could require the Seller to sell, transfer or otherwise dispose of any Interests. At the Closing, the Seller will have duly transferred to the Buyer all of the Interests, free and clear of any Encumbrance, and such Interests shall constitute 100% of the issued and outstanding ownership interests of the Company.

3.3 Brokers' or Finders' Fees. Except as set forth on Schedule 3.3, the Seller has not engaged, and to the Seller's Knowledge, there are no brokers, finders or agents entitled to any fee, commission or related payments with respect to the Transactions for which the Buyer or the Company could be liable.

ARTICLE IV REPRESENTATIONS AND WARRANTIES OF THE COMPANY

The Seller and the Company, jointly and severally, represents and warrants to the Buyer that each statement contained in this Article IV is true and correct as of the Closing Date:

4.1 Organization and Corporate Power. Schedule 4.1 sets forth the Company's jurisdiction of organization, the other jurisdictions in which it is qualified to do business, and its manager and officers. The Company is not in violation of any of its Organizational Documents. The Company is a limited liability company duly organized, validly existing and in good standing under the laws of its jurisdiction of organization. The Company has full corporate power and authority to conduct the businesses in which it is engaged, to own and use the properties and assets that it purports to own or use and to perform its obligations.

4.2 Authority. The Company has full corporate power and authority to execute and deliver this Agreement and each Transaction Document to which it is a party, and to perform its obligations hereunder and thereunder. The execution, delivery and performance by the Company of this Agreement and each Transaction Document to which it is a party has been duly authorized by the manager of the Company. This Agreement and each Transaction Document to which the Company is a party constitutes a valid and legally binding obligation of the Company, enforceable against the Company in accordance with the terms thereof.

4.3 Capitalization. All issued and outstanding membership interests of the Company are owned of record and beneficially by the Seller, and there are no other owners or holders of any membership interests of the Company. All of the Interests have been duly authorized and are validly issued, fully paid and nonassessable. There are no outstanding securities convertible or exchangeable into membership interests of the Company or any options, warrants, purchase rights, subscription rights, preemptive rights, conversion rights, exchange rights, calls, puts, rights of first refusal or other Contracts



that could require the Company to issue, sell or otherwise cause to become outstanding or to acquire, repurchase or redeem membership interests of the Company. There is no outstanding profit participation or similar rights with respect to the Company.

4.4 Brokers' or Finders' Fees. Except as set forth on Schedule 4.4, the Company has not engaged, and to the Company's Knowledge, there are no brokers, finders or agents entitled to any fee, commission or related payments with respect to the Transactions for which the Buyer or the Company could be liable.

4.5 Disclosure. The Buyer acknowledges and agrees that in entering into this Agreement (or any Schedule related thereto) it has not relied and is not relying on any representations, warranties, or other statements whatsoever, whether written or oral, by the Company, the Seller or any Person acting on the Company's or the Seller's behalf, other than those expressly set forth in this Agreement (or any Schedule related thereto) and that it will not have any right or remedy arising out of any representation, warranty or statement not set forth in this Agreement (or any Schedule related thereto).

4.6 Phase 1 Representations. Seller and Company warrants environmental compliance on its presented Phase 1 environmental certificate, to be independently evaluated by Buyer's Phase 1 confirmation study to be completed and accepted "as is" on or before June 4, 2021.

ARTICLE V REPRESENTATIONS AND WARRANTIES OF THE BUYER AND PARENT

The Buyer and Parent, jointly and severally, represent and warrant to the Seller that each statement contained in this Article V is true and correct as of the Closing Date:

5.1 Organization and Authority. The Buyer is a corporation duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation. The Buyer has full corporate power and authority to execute and deliver the Transaction Documents to which it is a party and to perform its obligations thereunder. The execution and delivery by the Buyer of each Transaction Document to which the Buyer is a party and the performance by the Buyer of the Transactions have been duly approved by all requisite corporate action of the Buyer. This Agreement constitutes the valid and legally binding obligation of the Buyer, enforceable against the Buyer in accordance with the terms of this Agreement. Upon the execution and delivery by the Buyer of each Transaction Document to which the Buyer is a party, such Transaction Document will constitute the valid and legally binding obligation of the Buyer, enforceable against the Buyer in accordance with the terms of such Transaction Document.

5.2 No Conflicts. Neither the execution and delivery of this Agreement nor the performance of the Transactions will, directly or indirectly, with or without notice or lapse of time: (a) violate any Law to which the Buyer is subject; (b) violate any Organizational Document of the Buyer; or (c) violate, conflict with, result in a breach of, constitute a default under, result in the acceleration of or give any Person the right to accelerate the maturity or performance of, or to cancel, terminate, modify or exercise any remedy under, any Contract to which the Buyer is a party or by which the Buyer is bound or the performance of which is guaranteed by the Buyer. The Buyer is not required to notify, make any filing with, or obtain any Consent of any Person in order to perform the Transactions.

5.3 Independent Investigation. The Buyer has conducted its own independent investigation, review and analysis of the Business and the results of operations, prospects, condition (financial or otherwise) or assets of the Company, and acknowledges that it has been provided adequate access to the personnel, properties, assets, premises, books and records, and other documents and data of the Company

for such purpose. The Buyer acknowledges and agrees that: (a) in making its decision to enter into this Agreement and to consummate the Transactions, the Buyer has relied solely upon its own investigation and the express representations and warranties of the Seller and the Company set forth in Article III and Article IV, respectively, of this Agreement (including the related portions of the Company's Schedules); and (b) none of the Seller, the Company or any other Person has made any representation or warranty as to the Seller, the Company or this Agreement, except as expressly set forth in Article III and Article IV of this Agreement (including the related portions of the Company's Schedules).

5.4 Litigation . There is no Proceeding pending or, to the Buyer's Knowledge, threatened or anticipated against the Buyer relating to, affecting, or otherwise delaying, interfering or preventing the Transaction. To the Buyer's Knowledge, no event has occurred, and no circumstance exists, that would reasonably be expected to give rise to or serve as a basis for the commencement of any such Proceeding.

5.5 Brokers' or Finders' Fees. Except as set forth on Schedule 5.5, neither the Buyer or Parent has engaged, and to the Buyer's Knowledge, there are no brokers, finders or agents entitled to any fee, commission or related payments with respect to the Transactions for which the Buyer or Parent could be liable.

5.6 Investment Intent. The Buyer is acquiring the Interests purchased hereunder for its own account and not with a view to distribution of such Interests in violation of the Securities Act.

5.7 Disclosure. The Seller acknowledges and agrees that in entering into this Agreement (or any Schedule related thereto) it has not relied and is not relying on any representations, warranties, or other statements whatsoever, whether written or oral, by the Buyer or Parent or any Person acting on the Buyer's or Parent's behalf, other than those expressly set forth in this Agreement (or any Schedule related thereto) and that they will not have any right or remedy arising out of any representation, warranty or statement not set forth in this Agreement (or any Schedule related thereto).

ARTICLE VI CONDITIONS TO CLOSING

6.1 Conditions to the Buyer's Obligations. The obligations of the Buyer and Parent to consummate the Transaction shall be subject to the fulfillment or the Buyer's written waiver, at or prior to the Closing, of each of the following conditions:

(a) The Seller shall have executed and delivered to the Buyer all documents required to be delivered by the Seller at the Closing and shall have taken all other action required of the Seller at the Closing.

(b) Neither the Seller nor the Company shall be in default of any covenant or agreement to be performed by the Seller or the Company, respectively, under the Transaction Documents and shall have performed all other obligations required to be performed by each of them under the Transaction Documents on or prior to the Closing Date.

(c) All representations and warranties made by the Seller and the Company in Articles III and IV shall be true and correct in all material respects as if made on the Closing Date; provided, however, to the extent the facts and circumstances underlying such representations and warranties may have changed as of the Closing Date, the Seller and the Company shall have the right to update such representations and warranties as of the Closing Date and the Buyer shall be obligated to consummate the transactions contemplated by this Agreement on the Closing Date unless the updated representations and warranties result in a Material Adverse Effect.

6.2 Conditions to the Sellers' Obligations. The obligations of the Seller to consummate the Transaction shall be subject to the fulfillment or the Seller's written waiver, at or prior to the Closing, of each of the following conditions:

(a) The Buyer shall have: (i) executed and delivered to the Seller all documents required to be delivered by the Buyer at the Closing on or before the Deadline Date; (ii) paid the full balance of the Purchase Price in accordance with Section 2.2 above on or before the Deadline Date; and (iii) taken or caused to be taken all other action required of the Buyer pursuant to this Agreement.

(b) Neither the Buyer nor Parent shall be in default of any covenant or agreement to be performed by the Buyer or Parent, respectively, under the Transaction Documents and shall have performed all other obligations required to be performed by each of them under the Transaction Documents on or prior to the Closing Date.

(c) All representations and warranties made by the Buyer and Parent in Article IV shall be true and correct in all material respects as if made on the Closing Date; provided, however, to the extent the facts and circumstances underlying such representations and warranties may have changed as of the Closing Date, the Buyer and Parent shall have the right to update such representations and warranties as of the Closing Date and the Seller shall be obligated to consummate the transactions contemplated by this Agreement on the Closing Date unless the updated representations and warranties result in a Material Adverse Effect.

6.3 Failure of Conditions to Closing.

(a) If the Buyer is unable to timely satisfy (and the Seller has not waived in writing) the conditions precedent to the Seller's obligation to effect the Closing, then such failure shall constitute a default by the Buyer hereunder, in which case, the Seller shall have the right to terminate this Agreement by notice thereof to the Buyer in accordance with the terms of this Agreement. If this Agreement is so terminated, then the Seller shall be entitled to receive the Escrow Amount and thereafter, neither Party shall have any further obligations hereunder, except as set forth in Article VIII.

(b) If Seller is unable to timely satisfy the conditions precedent to the Buyer's obligation to effect the Closing (and the Buyer has not waived the same in writing), then such failure shall constitute a default hereunder, in which case either the Buyer or the Seller shall be entitled to terminate this Agreement by notice thereof to the other Party in accordance with the terms of this Agreement. If this Agreement is so terminated, then the Buyer shall be entitled to receive the Escrow Amount and thereafter neither Party shall have any further obligations hereunder, except as set forth in Article VIII.

ARTICLE VII RESERVED

ARTICLE VIII INDEMNIFICATION

8.1 Indemnification by the Seller. After the Closing and subject to the other terms and conditions of this Article VIII, the Seller shall indemnify the Buyer against, and shall hold the Buyer harmless from and against, any and all Losses incurred or sustained by, or imposed upon, the Buyer based upon, arising out of, with respect to or by reason of:

(a) any Fraud on the part of the Seller; or

(b) any breach or non-fulfillment of any covenant, agreement or obligation to be performed by the Seller pursuant to this Agreement.

8.2 Indemnification by the Buyer. After the Closing and subject to the other terms and conditions of this Article VIII, the Buyer and Parent, jointly and severally, shall indemnify the Seller against, and shall hold the Seller harmless from and against, any and all Losses incurred or sustained by, or imposed upon, the Seller 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 the Buyer and Parent contained in Article V of this Agreement; or

(b) any breach or non-fulfillment of any covenant, agreement or obligation to be performed by the Buyer or Parent pursuant to this Agreement.

8.3 Survival and Time Limitations. All representations and warranties, covenants and agreements of the Buyer, Parent, the Company and the Seller, individually and collectively, in this Agreement will survive the Closing and shall remain in full force and effect until May 4, 2022, or such shorter time period as may be set forth in a particular representation, warranty or covenant. No Party will have any Liability under Section 8.1 or otherwise with respect to any Losses or claim by another Party or any Person claiming through or on behalf of such Party for any breach or inaccuracy of any representation, warranty, covenant or agreement in this Agreement or any other certificate or document delivered pursuant to this Agreement or otherwise unless the Party making a claim notifies the Party against whom such claims are being asserted in writing of such a claim on or before May 4, 2022.

8.4 Limitations on Indemnification.

(a) No Party shall have any Liability with respect to the matters described in this Article VIII until the total of all Losses with respect to such matters exceeds \$50,000 (the "**Basket**"), at which point such Party shall be obligated to indemnify for only Losses exceeding the Basket, subject to the Indemnification Cap.

(b) The Seller and his executors or heirs, collectively, shall not be liable to the Buyer, Parent or any Person claiming through, on behalf or for the benefit of the Buyer or Parent under this Article VIII or otherwise for any Losses, in the aggregate, exceeding the lesser of: (i) the Share Proceeds; or (ii) Five Million Dollars (\$5,000,000) (the "**Indemnification Cap**").

(c) Notwithstanding anything in this Agreement to the contrary, any Losses under this Article VIII or otherwise that the Seller may be liable for shall be paid or satisfied exclusively with or from the Share Proceeds, subject to the Indemnification Cap.

(d) The Seller shall not be liable under this Article VIII or otherwise for any Losses based upon or arising out of any inaccuracy in or breach of any of the representations or warranties of the Seller or the Company contained in this Agreement if the Buyer, Parent or their respective Representatives had Knowledge of such inaccuracy or breach prior to the Closing, or such inaccuracy or breach, or information regarding or relating thereto, was discoverable with minimal inquiry or effort during due diligence by the Buyer or Parent prior to the Closing.

(e) Losses payable by the Buyer or the Seller under this Article VIII shall not include indirect, consequential or other speculative damages, punitive damages, damages related to mental or emotional distress, exemplary damages, special damages or damages calculated as a multiple of earnings.

8.5 Claims Against the Company. Following the Closing, the Seller may not assert, directly or indirectly, and hereby waives, any claim, whether for indemnification, contribution, subrogation or otherwise, against the Company with respect to any act, omission, condition or event occurring or existing prior to or on the Closing Date or any obligation of the Seller under Section 8.1. The Seller agrees not to make, directly or indirectly, and hereby waives, any claim for indemnification against the Company by reason of the fact that the Seller was a manager or a member of the Company (whether such claim is for judgments, damages, penalties, fines, costs, amounts paid in settlement, Losses, expenses or otherwise and whether such claim is pursuant to any Law, Organizational Document, Contract or otherwise) with respect to any Proceeding brought by the Buyer or the Company against the Seller or any Affiliate thereof pursuant to this Agreement with respect to any act, omission, condition or event occurring prior to the Closing Date.

8.6 Third-Party Claims.

(a) If a third party commences or threatens a Proceeding (a "**Third-Party Claim**") against any Person (the "**Indemnified Party**") with respect to any matter that the Indemnified Party might make a claim for indemnification against any Party (the "**Indemnifying Party**") under this Article VIII, then the Indemnified Party must notify the Indemnifying Party (or the Seller, in the case of the Seller) thereof in writing of the existence of such Third-Party Claim and must deliver copies of any documents served on the Indemnified Party with respect to the Third-Party Claim; provided, however, that any failure to notify the Indemnifying Party or deliver copies will not relieve the Indemnifying Party from any obligation hereunder unless (and then solely to the extent) the Indemnifying Party is materially prejudiced by such failure.

(b) Upon receipt of the notice described in Section 8.6(a), the Indemnifying Party will have the right to defend the Indemnified Party against the Third-Party Claim with counsel reasonably satisfactory to the Indemnified Party so long as: (i) within ten days after receipt of such notice, the Indemnifying Party notifies the Indemnified Party in writing that the Indemnifying Party will, subject to the limitations of Section 8.4, indemnify the Indemnified Party from and against any Losses the Indemnified Party may incur relating to or arising out of the Third-Party Claim; (ii) the Indemnifying Party provides the Indemnified Party with evidence reasonably acceptable to the Indemnified Party that the Indemnifying Party will have the financial resources to defend against the Third-Party Claim and fulfill its indemnification obligations hereunder; (iii) the Indemnifying Party is not a party to the Proceeding or the Indemnified Party has determined in good faith that there would be no conflict of interest or other inappropriate matter associated with joint representation; (iv) the Third-Party Claim does not involve, and is not likely to involve, any claim by any Governmental Body; (v) the Third-Party Claim involves only money damages and does not seek an injunction or other equitable relief; (vi) settlement of, or an adverse judgment with respect to, the Third-Party Claim is not, in the good faith judgment of the Indemnified Party, likely to establish a precedential custom or practice adverse to the continuing business interests of the Indemnified Party; (vii) the Indemnifying Party conducts the defense of the Third-Party Claim actively and diligently; and (viii) the Indemnifying Party keeps the Indemnified Party apprised of all developments, including settlement offers, with respect to the Third-Party Claim and permits the Indemnified Party to participate in the defense of the Third-Party Claim.

(c) So long as the Indemnifying Party is conducting the defense of the Third-Party Claim in accordance with Section 8.6(b): (i) the Indemnifying Party will not be responsible for any attorneys' fees incurred by the Indemnified Party regarding the Third-Party Claim (other than reasonable attorneys' fees incurred prior to the Indemnifying Party's assumption of the defense pursuant to Section 8.6(b)); and (ii) neither the Indemnified Party nor the Indemnifying Party will consent to the entry of any judgment or enter into any settlement with respect to the Third-Party Claim without the prior written consent of the other party, which consent will not be unreasonably withheld, conditioned or delayed. If the Indemnified Party desires to consent to the entry of judgment with respect to or settle a Third-Party

Claim but the Indemnifying Party refuses, then the Indemnifying Party will be responsible for all Losses with respect to such Third-Party Claim, without giving effect to the Basket or the Indemnification Cap.

(d) If any condition in Section 8.6(b) is or becomes unsatisfied: (i) the Indemnified Party may defend against, and consent to the entry of any judgment or enter into any settlement with respect to, the Third-Party Claim in any manner it may deem appropriate (and the Indemnified Party need not consult with, or obtain any consent from, the Indemnifying Party in connection therewith); (ii) the Indemnifying Party will reimburse the Indemnified Party promptly and periodically (but no less often than monthly) for the costs of defending against the Third-Party Claim, including reasonable attorneys' fees and expenses; and (iii) the Indemnifying Party will remain responsible for any Losses the Indemnified Party may incur relating to or arising out of the Third-Party Claim to the fullest extent provided in this Article VIII.

8.7 Other Indemnification Matters. Any claim for indemnification under this Article VIII must be asserted by providing written notice, subject to the limitations set forth in Section 8.3, to the Seller (or the Buyer, in the case of a claim by the Seller) specifying the factual basis of the claim in reasonable detail to the extent then known by the Person asserting the claim. The waiver of any condition based on the accuracy of any representation or warranty, or on the performance of or compliance with any covenant or agreement, will not affect the right to indemnification, payment of damages, or other remedy based on any such representation, warranty, covenant or agreement.

8.8 Exclusive Remedy. Subject to Section 10.13, the Parties acknowledge and agree that their sole and exclusive remedy with respect to any and all claims: (a) arising from Fraud on the part of a Party in connection with the transactions contemplated by this Agreement; or (b) for any breach of any representation, warranty, covenant, agreement or obligation set forth herein or otherwise relating to the subject matter of this Agreement, shall be pursuant to the indemnification provisions set forth in this Article VIII and Section 6.3. In furtherance of the foregoing, except with respect to Section 10.13, each Party hereby waives, to the fullest extent permitted under Law, any and all rights, claims and causes of action for any breach of any representation, warranty, covenant, agreement or obligation set forth herein or otherwise relating to the subject matter of this Agreement it may have against the other Parties hereto and their Affiliates and each of their respective Representatives arising under or based upon any Law, except pursuant to the indemnification provisions set forth in this Article VIII and Section 6.3. Nothing in this Section 8.8 shall limit any Person's right to: (i) seek and obtain any equitable relief to which any Person shall be entitled pursuant to Section 10.13; or (ii) exercise their rights and obtain the Escrow Amount pursuant to Section 6.3.

ARTICLE IX TAX MATTERS

The following provisions will govern the allocation of responsibility as between the Buyer and the Seller for certain Tax matters following the Closing Date:

9.1 Tax Indemnification.

(a) The Seller shall pay and reimburse (to the extent not already paid) and indemnify the Company, the Buyer and its Affiliates and hold them harmless from and against Losses resulting from or attributable to all Taxes (or the non-payment thereof) of the Company for all Taxable periods ending on or before the Closing Date (the "**Prior Tax Period**"). The indemnification under this Section 9.1 shall be subject to the terms, conditions and limitations set forth in Article VIII. The Seller shall pay the Buyer, or the Company at the Buyer's instruction, for any additional Taxes that are the responsibility of the Seller pursuant to this Section 9.1 at least five days prior to payment of such amounts by the Buyer or the Company. To the extent it is commercially and legally reasonable to do so, the Buyer agrees that in



exercising any discretionary powers under this Section 9.1 it will do so in a manner that does not materially prejudice the Seller from a tax perspective.

(b) The Buyer and the Company agree to pay, reimburse, and indemnify the Seller and hold it harmless from and against Losses resulting from or attributable to all Taxes (or the non-payment thereof) of the Company for all Taxable periods ending after the Closing Date.

9.2 Reserved.

9.3 Tax Periods Beginning Before and Ending After the Closing Date. The Buyer will prepare and file, or cause to be prepared and filed, any Tax Returns for the Company for tax periods beginning before and ending after the Closing Date. If requested by the Seller, the Buyer will permit the Seller to review and comment on each such Tax Return described in the preceding sentence prior to filing. The Seller shall be responsible for all Taxes relating to any Prior Tax Period. The Buyer shall be responsible for all Taxes for tax periods ending after the Closing Date.

9.4 Cooperation on Tax Matters. The Buyer, the Company and the Seller will cooperate fully, as and to the extent reasonably requested by the other Party or Parties, in connection with the filing and preparation of Tax Returns pursuant to this Article IX and any Proceeding related thereto. Such cooperation will include the retention (upon any other Party's request) of records and information that are reasonably relevant to any such Proceeding and making employees available on a mutually convenient basis to provide additional information and explanation of any material provided hereunder. The Buyer and the Seller agree that the Company will retain all books and records with respect to Tax matters pertinent to the Company relating to any Taxable period beginning before the Closing Date until the expiration of the statute or period of limitations of the respective Taxable periods.

9.5 Certain Transfer Taxes. All transfer, documentary, sales, use, stamp, registration and other such Taxes and fees, including any penalties and interest thereon (collectively, the "Transfer Taxes"), incurred in connection with this Agreement or the Transactions will be paid by the Buyer when due, and the Buyer will, at its own expense, file all necessary Tax Returns and other documentation with respect to all such Transfer Taxes, and if required by applicable Law, the Seller will, and will cause its Affiliates to, join in the execution of any such Tax Returns and other documentation.

ARTICLE X MISCELLANEOUS

10.1 No Third-Party Beneficiaries'. This Agreement does not confer any rights or remedies upon any Person (including any employee of the Company) other than the Parties, their respective successors and permitted assigns and, as expressly set forth in this Agreement, any Indemnified Party.

10.2 Entire Agreement. The Transaction Documents constitute the entire agreement among the Parties with respect to the subject matter of the Transaction Documents and supersede all prior agreements (whether written or oral and whether express or implied) among any Parties to the extent related to the subject matter of the Transaction Documents (including any letter of intent or confidentiality agreement).

10.3 Successors and Assigns. This Agreement will be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. Neither Party may assign its rights or obligations hereunder without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed. No assignment shall relieve the assigning party of any of its obligations hereunder.

10.4 Counterparts. This Agreement may be executed by the Parties in multiple counterparts and shall be effective as of the date set forth above when each Party shall have executed and delivered a counterpart hereof, whether or not the same counterpart is executed and delivered by each Party. When so executed and delivered, each such counterpart shall be deemed an original and all such counterparts shall be deemed one and the same document. Transmission of images of signed signature pages by e-mail or other electronic means shall have the same effect as the delivery of manually signed documents in person.

10.5 Notices. Any notice pursuant to this Agreement must be in writing and will be deemed effectively given to another Party on the earliest of the date: (a) three Business Days after such notice is sent by registered U.S. mail, return receipt requested; (b) sent by e-mail 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; (c) one Business Day after delivery of such notice into the custody and control of an overnight courier service for next day delivery; (d) one Business Day after delivery of such notice in person; and (e) such notice is received by that Party; in each case to the appropriate address below (or to such other address as a Party may designate by notice to the other Parties):

If to the Seller:

Kevin Thomas
3829 SE 21st Place
Cape Coral, Florida 33904
Email: kevin@thomasbiz.net

If to the Buyer or Parent:

Alpine 4 Holdings, Inc.
2525 E Arizona Biltmore Circle, Suite C237
Phoenix, AZ 85016
Attn: Kent Wilson, CEO
Email: kwilson@alpine4.com

10.6 Jurisdiction; Service of Process. EACH PARTY: (A) CONSENTS TO THE PERSONAL JURISDICTION OF ANY STATE LOCATED IN LEE COUNTY FLORIDA AND THE US DISTRICT COURT FOR THE MIDDLE DISTRICT OF FLORIDA (AND ANY CORRESPONDING APPELLATE COURT) IN ANY PROCEEDING ARISING OUT OF OR RELATING TO ANY TRANSACTION DOCUMENT (UNLESS OTHERWISE STATED TO THE CONTRARY IN ANY TRANSACTION DOCUMENT); (B) WAIVES ANY VENUE OR INCONVENIENT FORUM DEFENSE TO ANY PROCEEDING MAINTAINED IN SUCH COURTS; AND (C) EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, AGREES NOT TO INITIATE ANY PROCEEDING ARISING OUT OF OR RELATING TO ANY TRANSACTION DOCUMENT (UNLESS OTHERWISE STATED TO THE CONTRARY IN ANY TRANSACTION DOCUMENT) IN ANY OTHER COURT OR FORUM. PROCESS IN ANY SUCH PROCEEDING MAY BE SERVED ON ANY PARTY ANYWHERE IN THE WORLD.

10.7 Venue. ANY LEGAL SUIT, ACTION OR PROCEEDING ARISING OUT OF OR BASED UPON THIS AGREEMENT, THE OTHER TRANSACTION DOCUMENTS, OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY MAY BE INSTITUTED IN THE US DISTRICT COURT FOR THE MIDDLE DISTRICT OF FLORIDA OR THE COURTS OF THE STATE OF FLORIDA LOCATED IN THE COUNTY OF COLLIER FLORIDA, AND EACH PARTY IRREVOCABLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF SUCH COURTS IN ANY SUCH SUIT, ACTION OR PROCEEDING. THE PARTIES IRREVOCABLY AND

UNCONDITIONALLY WAIVE ANY OBJECTION TO THE LAYING OF VENUE OF ANY SUIT, ACTION OR ANY PROCEEDING IN SUCH COURTS AND IRREVOCABLY WAIVE AND AGREE NOT TO PLEAD OR CLAIM IN ANY SUCH COURT THAT ANY SUCH SUIT, ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

10.8 Governing Law. This Agreement and all other Transaction Documents (unless otherwise stated therein) will be governed by the laws of the State of Florida without giving effect to any choice or conflict of law principles of any jurisdiction.

10.9 Amendments and Waivers. No amendment of any provision of this Agreement will be valid unless the amendment is in writing and signed by the Buyer and the Seller. No waiver of any provision of this Agreement will be valid unless the waiver is in writing and signed by the waiving Party. The failure of a Party at any time to require performance of any provision of this Agreement will not affect such Party's rights at a later time to enforce such provision. No waiver by any Party of any breach of this Agreement will be deemed to extend to any other breach hereunder or affect in any way any rights arising by virtue of any other breach.

10.10 Severability. Any provision of this Agreement that is determined by any court of competent jurisdiction to be invalid or unenforceable will not affect the validity or enforceability of any other provision hereof or the invalid or unenforceable provision in any other situation or in any other jurisdiction. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

10.11 Expenses. The Company will bear all expenses incurred by the Company or any Representative of the Company in connection with the Transactions contemplated to be performed before or on the Closing Date and such expenses will have been paid or accrued by the Company prior to the Closing Date. The Seller will bear all expenses incurred by the Seller or any of his Representatives in connection with the Transactions contemplated to be performed before or on the Closing Date. Except as otherwise expressly provided in this Agreement, the Buyer will bear all expenses incurred by the Buyer or any of its Representatives in connection with the Transactions contemplated to be performed before or on the Closing Date. In the event of termination of this Agreement, the obligation of each Party to pay its own expenses will be subject to any rights of such Party arising from a breach of this Agreement by another Party.

10.12 Construction. The Article and Section headings in this Agreement are inserted for convenience only and are not intended to affect the interpretation of this Agreement. Any reference in this Agreement to any Article or Section refers to the corresponding Article or Section of this Agreement. Any reference in this Agreement to any Schedule or Exhibit refers to the corresponding Schedule or Exhibit attached to this Agreement and all such Schedules and Exhibits are incorporated herein by reference. The word "including" in this Agreement means "including without limitation." This Agreement will be construed as if drafted jointly by the Parties and no presumption or burden of proof will arise favoring or disfavoring any Party by virtue of the authorship of any provision in this Agreement. Unless the context requires otherwise, any reference to any Law will be deemed also to refer to all amendments and successor provisions thereto and all rules and regulations promulgated thereunder, in each case as in effect as of the date hereof and the Closing Date. All accounting terms not specifically defined in this Agreement will be construed in accordance with GAAP as in effect on the date hereof (unless another effective date is specified herein). The word "or" in this Agreement is disjunctive but not necessarily exclusive. All words in this Agreement will be construed to be of such gender or number as the circumstances require. References in this Agreement to time periods in terms of a certain number of days mean calendar days unless expressly stated herein to be Business Days. In interpreting and enforcing this Agreement, each representation and warranty will be given independent significance of fact and will not



be deemed superseded or modified by any other such representation or warranty. A reference to a subsection without further reference to a Section is a reference to such subsection as contained in the same Section in which the reference appears, and this rule will also apply to paragraphs and other subdivisions. The terms "hereof," "herein," "hereunder," "hereby" and "herewith" and words of similar import will, unless otherwise stated, be construed to refer to this Agreement as a whole and not to any particular provision of this Agreement;

10.13 Specific Performance. Each Party acknowledges that the other Parties would be damaged irreparably and would have no adequate remedy of law if any provision of this Agreement is not performed in accordance with its specific terms or otherwise is breached. Accordingly, each Party agrees that the other Parties will be entitled to an injunction to prevent any breach of any provision of this Agreement and to enforce specifically any provision of this Agreement, in addition to any other remedy to which they may be entitled and without having to prove the inadequacy of any other remedy they may have at law or in equity and without being required to post bond or other security.

10.14 Further Assurances. Each Party agrees to furnish upon request to any other Party such further information, to execute and deliver to any other Party such other documents, and to do such other acts and things, all as any other Party may reasonably request for the purpose of carrying out the intent of the Transaction Documents.

10.15 Public Announcement. Because the Buyer is a publicly reporting company, the Seller agrees that upon Closing, the Buyer shall have the right to make such announcement, and provide such details about the purchase of the Interests by the Buyer from the Seller as the Buyer deems appropriate, provided that the Buyer show the Seller such announcement prior to making it. The Seller further agrees that it shall not make any other announcement of this Agreement or the transaction contemplated hereby or the Transactions without the prior approval of the Buyer.

10.16 Attorneys' Fees. The prevailing party(ies) in any Proceeding relating to the enforcement or interpretation of this Agreement may recover from the unsuccessful party(ies) all costs, expenses, and reasonable attorney's fees (including expert witness and other consultants' fees and costs) relating to or arising out of (a) the Proceeding (whether or not the Proceeding proceeds to judgment); and (b) any post-judgment or post-award proceeding including one to enforce or collect any judgment or award resulting from the Proceeding. All such judgments and awards shall contain a specific provision for the recovery of all such subsequently incurred costs, expenses and reasonable attorney's fees.

10.17 Conflict Waiver; Attorney-Client Privilege ARTICLE XI.

(a) Each of the Parties hereto acknowledges and agrees, on its own behalf and on behalf of its directors, members, shareholders, partners, officers, employees and Affiliates, that:

(i) Bahnsen Legal Group, PLLC has acted as counsel to: (A) the Company; and (B) the Seller and their Affiliates (collectively, the "**Seller Group**"), in connection with the negotiation, preparation, execution and delivery of this Agreement and the consummation of the Transactions. The Buyer agrees, and shall cause the Company to agree, that, following consummation of the Transactions, such representation and any prior representation of the Company by Bahnsen Legal Group, PLLC (or any successor) ("**Seller Group Law Firm**") shall not preclude Seller Group Law Firm from serving as counsel to the Seller Group or any manager, member, partner, officer or employee of the Seller Group, in connection with any litigation, claim or obligation arising out of or relating to this Agreement or the Transactions.

(ii) The Buyer shall not, and shall cause the Company not to, seek or have Seller Group Law Firm disqualified from any such representation based on the prior



representation of the Seller Group by Seller Group Law Firm. Each of the Parties hereto hereby consents thereto and waives any conflict of interest arising from such prior representation, and each of such parties shall cause any of its Affiliates to consent to waive any conflict of interest arising from such representation. Each of the Parties acknowledges that such consent and waiver is voluntary, that it has been carefully considered, and that the Parties have consulted with counsel or have been advised they should do so in connection herewith. The covenants, consent and waiver contained in this Section 10.17(a) shall not be deemed exclusive of any other rights to which Seller Group Law Firm is entitled whether pursuant to law, contract or otherwise.

(b) All communications between the Seller Group, on the one hand, and Seller Group Law Firm, on the other hand, relating to the negotiation, preparation, execution and delivery of this Agreement and the consummation of the Transactions (the "**Privileged Communications**") shall be deemed to be attorney-client privileged and the expectation of client confidence relating thereto shall belong solely to the Seller and shall not pass to or be claimed by the Buyer or the Company. Accordingly, the Buyer and the Company shall not have access to any Privileged Communications or to the files of Seller Group Law Firm relating to such engagement from and after Closing and may not use or rely on any Privileged Communications in any claim, dispute, action, suit or proceeding against or involving any of the Seller Group. Without limiting the generality of the foregoing, from and after the Closing: (i) the Seller (and not the Buyer or the Company) shall be the sole holder of the attorney-client privilege with respect to such engagement, and none of the Buyer or the Company shall be a holder thereof; (ii) to the extent that files of Seller Group Law Firm in respect of such engagement constitute property of the client, only the Seller (and not the Buyer or the Company) shall hold such property rights; and (iii) Seller Group Law Firm shall have no duty whatsoever to reveal or disclose any such attorney-client communications or files to the Buyer or the Company by reason of any attorney-client relationship between Seller Group Law Firm and the Company or otherwise. Notwithstanding the foregoing, in the event that a dispute arises between the Buyer or its Affiliates (including the Company), on the one hand, and a third party other than any of the Seller Group, on the other hand, the Buyer and its Affiliates (including the Company) may assert the attorney-client privilege to prevent disclosure of confidential communications to such third party; provided, however, that neither the Buyer nor any of its Affiliates (including the Company) may waive such privilege without the prior written consent of the Seller, which consent shall not be unreasonably withheld, conditioned or delayed. In the event that the Buyer or any of its Affiliates (including the Company) is legally required by Order or otherwise legally required to access or obtain a copy of all or a portion of the Privileged Communications, to the extent: (A) permitted by applicable Law; and (B) advisable in the opinion of the Buyer's counsel, then the Buyer shall immediately (and, in any event, within two Business Days) notify the Seller in writing so that the Seller can seek a protective order.

(c) This Section 10.17 is intended for the benefit of, and shall be enforceable by, Seller Group Law Firm. This Section shall be irrevocable, and no term of this Section may be amended, waived or modified, without the prior written consent of Seller Group Law Firm.

(Signature Page Follows)

The Parties have executed and delivered this Membership Interest Purchase Agreement as of the date first written above.

BUYER:

A4 Manufacturing, Inc.

By: _____
Kent B. Wilson, Chief Executive Officer

PARENT:

Alpine 4 Holdings, Inc.

By: _____
Kent B. Wilson, Chief Executive Officer

SELLER:

Kevin Thomas, an individual

COMPANY:

4740 Cleveland, LLC

By: _____
Kevin Thomas, Manager

(Signature Page to Membership Interest Purchase Agreement)

EXHIBIT A

ASSIGNMENT OF MEMBERSHIP INTEREST

**Alpine 4 Holdings (ALPP) Enters the Nutraceutical and CBD Manufacturing Industry
with its Latest Acquisition of Alternative Labs, LLC** Press Release | 05/10/2021

PHOENIX, AZ / ACCESSWIRE / May 10, 2021 / Alpine 4 Holdings, Inc. (OTCQB:ALPP), a leading operator and owner of small market businesses, is pleased to announce that its holding subsidiary, A4 Manufacturing, Inc., has acquired Alternative Labs, LLC. (Alt Labs), a Florida Limited Liability Company.

Alternative Labs, LLC. is an international nutraceutical and CBD private label contract manufacturer located in Southwest Florida. The company specializes in the manufacturing and packaging of liquids, powders, tablets, capsules, and other unique nutritional and CBD products for various international wholesalers and retail entities. For the last decade, Alt Labs has established itself as a dominant player in the nutraceutical manufacturing market. Their manufacturing facility boasts 70,000 square feet of warehouse and production space and is an innovation center for clients. A client's idea is transformed into a scientific-based formula, expertly flavored, taste-tested, branded and packaged, all under one roof.

The company is on a current run rate of roughly \$22 million annually and anticipates its annual revenue to grow to \$40 million by 2022. This \$22 million is being generated while operating at only 15% capacity. With the company currently focused on expanding its global market share, there is ample room to accommodate new and exciting customers.

Alt Labs will fall under the Stabilizer category of Alpine 4's DSF business model. As a Stabilizer, the company has solid revenues with strong gross profit margins. Alt Labs has the ability to shift into the Facilitator category as it pertains to manufacturing techniques.

Kent B. Wilson, CEO, had this to say, "Since we acquired our first contract manufacturer, Quality Circuit Assembly, Inc. in 2016, we have been on the hunt for our next big manufacturing company to add to the Alpine 4 family of companies. In September 2020, when I first met the team at Alternative Labs, I knew they would fit perfectly into our A4 Manufacturing, Inc. holdings portfolio. Alternative Labs routinely generates \$20 million-plus in annualized revenue, with gross profit margins that exceed industry standards. When you couple these margins with the fast pace and ever-growing CBD market, Alternative Labs is on the horizon of explosive growth."

About Alpine 4 Holdings: Alpine 4 Holdings, Inc. (ALPP) is a publicly traded conglomerate that acquires businesses that fit into its disruptive DSF business model of Drivers, Stabilizers, and Facilitators. At Alpine 4, we understand the nature of how technology and innovation can accentuate a business. Our focus is on how the adaptation of new technologies, even in brick-and-mortar businesses, can drive innovation. We also believe that our holdings should benefit synergistically from each other, have the ability to collaborate across varying industries, spawn new ideas and create fertile ground for competitive advantages.

Four principles at the core of our business are *Synergy. Innovation. Drive. Excellence.* At Alpine 4, we believe synergistic innovation drives excellence. By anchoring these words to our combined experience and capabilities, we can aggressively pursue opportunities within and across vertical markets. We deliver solutions that not only drive industry standards, but also increase value for our shareholders.

Contact:

Investor Relations

investorrelations@alpine4.com

www.alpine4.com

Forward-Looking Statements: The information disclosed in this press release is made as of the date hereof and reflects Alpine 4 most current assessment of its historical financial performance. Actual financial results filed with the SEC may differ from those contained herein due to timing delays between the date of this release and confirmation of final audit results. These forward-looking statements are not guarantees of future performance and are subject to uncertainties and other factors that could cause actual results to differ materially from those expressed in the forward-looking statements including, without limitation, the risks, uncertainties, including the uncertainties surrounding the current market volatility, and other factors the Company identifies from time to time in its filings with the SEC. Although Alpine 4 believes that the assumptions on which these forward-looking statements are based are reasonable, any of those assumptions could prove to be inaccurate and, as a result, the forward-looking statements based on those assumptions also could be incorrect. You should not place undue reliance on these forward-looking statements. The forward-looking statements contained in this release are made as of the date hereof, and Alpine 4 disclaims any intention or obligation to update the forward-looking statements for subsequent events.

SOURCE: Alpine 4 Holdings, Inc.