FORM 8-K

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Mailing Address
4742 N. 24TH STREET
SUITE 300
PHOENIX AZ 85016

Business Address
4742 N. 24TH STREET
SUITE 300
PHOENIX AZ 85016
480-702-2431

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) November 12, 2020

Alpine 4 Technologies Ltd.

(EXACT NAME OF REGISTRANT AS SPECIFIED IN CHARTER)

Delaware	**000-55205**	**46-5482689**
(STATE OR OTHER JURISDICTION OF INCORPORATION OR ORGANIZATION)	(COMMISSION FILE NO.)	(IRS EMPLOYEE IDENTIFICATION NO.)

2525 E Arizona Biltmore Circle, Suite 237
Phoenix, AZ 85016
(ADDRESS OF PRINCIPAL EXECUTIVE OFFICES)

855-777-0077 ext 801
(ISSUER TELEPHONE NUMBER)

(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 [X]

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. [X]

Item 5.03 Amendments to Articles of Incorporation or Bylaws; Change in Fiscal Year.

On November 12, 2020, the Board of Directors of Alpine 4 Technologies Ltd., a Delaware corporation (the "Company"), approved the filing with the Secretary of State of Delaware a Certificate of Designation of Rights and Preferences (the "Designation") for the creation of a new Series C Convertible Preferred Stock (the "Series C Preferred Stock").

Also on November 12, 2020, the Company filed the Designation with the Secretary of State of Delaware, which served to amend the Company's Certificate of Incorporation to include the Designation. Pursuant to the Company's Certificate of Incorporation, the Company's Board of Directors is authorized to provide by resolution for the issuance of shares of preferred stock, and to establish the designation, powers, preferences, and rights of the shares of such series of preferred stock.

The terms of the Series C Preferred Stock include the following:

- Number of shares: The Company designated 2,028,572 shares of Series C Preferred Stock.
- The Stated Value of the Series C Preferred Stock is $3.50 per share.
- No dividends will accrue on the Series C Preferred Stock. If dividends are declared on the Company's Class A, Class B, or Class C Common Stock, the holders of the Series C Preferred Stock will participate in such dividends on a per share basis, pari passu with the Classes of Common Stock.

- Voting Rights
    - The Series C Preferred Stock will vote together with the Class A Common Stock on a one-vote-for-one-Preferred-share basis.
    - As long as any shares of Series C Preferred Stock are outstanding, the Company may not, without the affirmative vote or written consent of the holders of a majority of the then outstanding shares of the Series C Preferred Stock, (a) alter or change the powers, preferences or rights given to the Series C Preferred Stock or alter or amend the Certificate of Designation, (b) amend its Certificate of Incorporation or other charter documents in any manner that adversely affects any rights of the holders of the Series C Preferred Stock, or (c) enter into any agreement or arrangement with respect to any of the foregoing.

- Liquidation
    - Upon any liquidation, dissolution or winding-up of the Company, whether voluntary or involuntary (a "Liquidation"), the holders of the Series C Preferred Stock shall participate on a per share basis with the holders of the Class A, Class B, and Class C Common Stock of the Company, and shall be entitled to share equally, on a per share basis, all assets of the Company of whatever kind available for distribution to the holders of all classes of the Common Stock. The Company shall mail written notice of any such Liquidation, not less than 45 days prior to the payment date stated therein, to each record holder of Series C Preferred Stock.

- Conversion: The Series C Preferred Stock shall be convertible automatically into shares of the Company's Class A Common Stock (the "Automatic Conversion") as follows:
    - Each share of Series C Preferred Stock will automatically convert into shares of the Company's Class A Common Stock on the earlier to occur of (a) the fifth day after the twenty-four month anniversary of the original issue date or (b) the fifth day after the date on which the Company's Class A Common Stock first trades on a national securities exchange (including but not limited to NASDAQ, NYSE, or NYSE American but excluding OTCQX Market) (such date, the "Automatic Conversion Date").
    - The number of shares of the Company's Class A Common Stock into which the Series C Preferred Stock shall be converted shall be determined by multiplying the number of shares of Series C Preferred Stock to be converted by the $3.50 stated value, and then dividing that product by the Conversion Price. The Conversion Price shall be equal to the Variable Weighted Average Price ("VWAP") of the five Trading Days prior to the Automatic Conversion Date. "VWAP" shall be defined as the volume weighted average price of the

Company's Class A Common Stock on the OTC Markets or other stock exchange or trading medium where such shares are traded as reported by Bloomberg, L.P. using the VWAP function. If for any reason, VWAP cannot be thus determined, "VWAP" shall mean the average closing or last sale prices over the five Trading Days prior to the Automatic Conversion Date of the Company's Class A Common Stock on the OTC Markets or such other exchange or trading medium.

- Restrictions on Resales of Class C Common Stock
    - The sale of shares of the Company's Class A Common Stock issued at the time of conversion by any holder into the market or to any private purchaser shall be limited to not more than twenty-five percent (25%) of all conversion shares received by such holder at the time of the automatic conversion in any given 120-day period.

- Company Redemption Rights
    - At any time on or prior to the Automatic Conversion Date, the Company shall have the right to redeem all (but not less than all) shares of the Series C Preferred Stock issued and outstanding at any time after the original issue date, upon three (3) business days' notice, at a redemption price per share of Series C Preferred Stock then issued and outstanding (the "Corporation Redemption Price"), equal to the stated value of $3.50 per share.

The foregoing summary of the Designation does not purport to be complete and is qualified in its entirety by reference to the full text of the Designation attached as an exhibit hereto.

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.
Item 8.01 Other Information.

Merger Between ALPP Acquisition Corporation 1, Inc., and Impossible Aerospace Corporation

On Friday, November 13, 2020, the Company and a newly formed and wholly owned subsidiary of the Company named ALPP Acquisition Corporation 1, Inc. a Delaware corporation ("Merger Sub"), entered into a merger agreement (the "Agreement") with Impossible Aerospace Corporation, a Delaware corporation ("IAC"), pursuant to which IAC merged with and into Merger Sub (the "Merger").

Background of the Merger

On November 12, 2020, the Company created Merger Sub and became its sole shareholder. Merger Sub was created solely for the purpose of the Merger.

Merger Agreement

Pursuant to the Agreement, the Merger of Merger Sub with and into IAC was structured as a reverse triangular merger and was intended to qualify as a tax-free reorganization. Under the Agreement, IAC would be the surviving entity (the "Surviving Corporation").

The Board of Directors of the Company and of Merger Sub determined that the Merger would be in the best interests of the Company and Merger Sub and their respective shareholders.

The Board of Directors of IAC determined it to be in the best interests of IAC and its shareholders to enter into the Agreement and recommended the Merger to the IAC shareholders.

To close the Merger, IAC was required to seek and receive approval from its shareholders. Pursuant to the Agreement, one of the closing conditions was that IAC was required to receive approval from the holders of at least 80% of the IAC Shares, defined in the Agreement as IAC's common stock, Series A Preferred Stock, and Series A-1 Preferred Stock (the "IAC Shares"). IAC obtained the approval of the required holders of the IAC Shares on

November 13, 2020. An additional closing condition is that IAC must receive any required approvals or consent from its PPP Loan lender, Silicon Valley Bank. IAC expects to receive the required approvals by December 10, 2020.

The Company and Merger Sub are not required to consummate the Merger and close the transaction until all of the closing conditions set forth in the Agreement are satisfied or waived.

Pursuant to the Agreement, the Merger will become effective when all of the closing conditions set forth in the Agreement have been met or waived by the applicable party and the Certificate of Merger has been filed with the Delaware Secretary of State (the "Effective Time"). The specific effects of the Merger include but are not limited to the following:

- All property, rights, privileges, immunities, powers, franchises, licenses and authority of IAC and Merger Sub shall vest in the Surviving Corporation, and all debts, liabilities, obligations, restrictions and duties of each of IAC and Merger Sub shall become the debts, liabilities, obligations, restrictions and duties of the Surviving Corporation.
- The Certificate of Incorporation of IAC will be the Certificate of Incorporation of the Surviving Corporation, and the Bylaws of IAC will be the Bylaws of the Surviving Corporation.
- At the Closing, the officers and directors of IAC immediately prior to the Effective Time will resign, and the officers and directors of the Company immediately prior to the Closing will be appointed as officers and directors of Surviving Corporation, in each case until their respective successors are duly elected or appointed and qualified.

Additionally, as of the Effective Time, as a result of the Merger, the outstanding securities of IAC will be converted as follows:

- Shares of IAC's common stock that are owned by the Company, Merger Sub, or IAC (as treasury stock or otherwise) will be cancelled and retired automatically and will cease to exist, and no consideration shall be delivered in exchange therefor.
- Each IAC SAFE (Simple Agreement for Future Equity) issued and outstanding immediately prior to the Effective Time will be converted into and exchanged for the right to receive, subject to the adjustments and the other terms of the Agreement, at the times and subject to the contingencies specified in the Agreement, the IAC SAFE Consideration, consisting of that number of the Company's Series C Preferred Stock equal to (a) 0.363418 times the principal amount of such Company SAFE (subject to upward or downward adjustment as set forth in the Agreement), divided by (b) $3.50 (rounded to the nearest whole preferred share).
- Each share of IAC Series A Preferred Stock and warrant convertible into IAC Series A Preferred Stock issued and outstanding immediately prior to the Effective Time (other than any shares of IAC Series A Preferred Stock to be canceled pursuant to the Agreement) will be canceled and extinguished and be converted automatically into the right to receive the IAC Series A Consideration, consisting of 0.194376 shares of the Company's Series C Preferred Stock (rounded up to the nearest whole preferred share) per share of IAC Series A Preferred Stock (subject to upward or downward adjustment as set forth in the Agreement).
- Each share of IAC Series A-1 Preferred Stock and warrant convertible into IAC Series A-1 Preferred Stock issued and outstanding immediately prior to the Effective Time (other than any shares of IAC Series A-1 Preferred Stock to be canceled pursuant to the Agreement) will be canceled and extinguished and be converted automatically into the right to receive the IAC Series A-1 Consideration, consisting of 0.053516 shares of the Company's Series C Preferred Stock (rounded up to the nearest whole preferred share) per share of IAC Series A-1 Preferred Stock (subject to upward or downward adjustment as set forth in the Agreement).

Additionally, the Company agreed to enter into a Consultant Agreement (the "Consultant Agreement") with Spencer Gore, the President and CEO of IAC, discussed in more detail below, and to issue 242,857 Series C Preferred Stock Restricted Stock Units ("RSUs") to Mr. Gore pursuant to an RSU Agreement (the "RSU Agreement"), discussed in more detail below.

Moreover, the Company agreed to reserve an additional 71,429 shares of Series C Preferred Stock (i.e., a grant date fair value equal to approximately $250,000.00 or $3.50 per share) (the "Advisor Pool"), which shall be reserved and available for RSU grants to engage former employees of IAC prior to the Closing other than Mr. Gore (the "Former Employees") for advisory services. The RSUs to the Former Employees would be issued pursuant to an "Additional RSU Agreement."

Pursuant to the Agreement, the shares of the Company's Series C Preferred Stock issuable in connection with the Merger and pursuant to the RSU Agreement and the Additional RSU Agreement (collectively, the "Merger Preferred Stock") are subject to the following terms and restrictions:

- As noted above in connection with the description of the Company's Certificate of Designation for the Series C Preferred Stock, each share of Series C Preferred Stock will automatically convert into shares of the Company's Class A Common Stock on the earlier to occur of (a) the fifth day after the twenty-four month anniversary of the original issue date or (b) the fifth day after the date on which the Company's Class A Common Stock first trades on a national securities exchange (including but not limited to NASDAQ, NYSE, or NYSE American but excluding OTCQX Market) (such date, the "Automatic Conversion Date")
- The sale of the shares of the Company's Class A Common Stock issued on the Automatic Conversion Date (the "Conversion Shares") into the market or to any private purchaser shall be limited to not more than twenty-five percent (25%) of all Conversion Shares received by the holder of the Company's Series C Preferred Stock at the time of the automatic conversion in a 120-day period, and this restriction on resale may be evidenced by legend placed on any certificate representing the Conversion Shares.
- No fractional shares of the Company's Class A Common Stock will be issued in connection with the Automatic Conversion, and any fraction of a share that would be issuable will be paid by the Company in cash to the holder of the Series C Preferred Stock.
- At any time prior to the Conversion Date, the Company has the right but not the obligation to redeem the Company's Series C Preferred Stock by paying to the holder(s) of the Series C Preferred Stock $3.50 for each share of Series C Preferred Stock held by such holder.

The completion and closing of the Merger is subject to the satisfaction or waiver of customary closing conditions, including, among other things, the approval of the holders of at least 80% of the IAC shares, as described above. The Company currently anticipates that the Merger will be close on or before December 10, 2020.

The foregoing summary of the Merger Agreement and the transactions contemplated by the Merger Agreement does not purport to be complete and is subject to, and qualified in its entirety by reference to, the full text of the Merger Agreement, which is filed as Exhibit 2.1 to this Current Report on Form 8-K.

Consultant Agreement

In connection with the Merger Agreement, the Company and VMG Robotics, LLC, a Delaware limited liability controlled by Spencer Gore, the former President and CEO of IAC, entered into the Consultant Agreement, pursuant to which Mr. Gore agreed to provide certain services to the Company (the "Services"), in exchange for which the Company agreed to pay the compensation set forth below.

The Services consist of Mr. Gore's providing input on Strategic planning and execution to enhance profitability, productivity and efficiency throughout IAC's operations; and ensuring that all IAC knowledge of design specifications, patent input, operational systems, US-1 production techniques, customer base, 3rd party software, and internally written code is transferred and properly understood.

The Company agreed to compensate Mr. Gore with both a cash fee and the issuance of equity, as follows:

- The Company agreed to pay or to cause IAC to pay to Mr. Gore an aggregate of $250,000, payable on the following dates and in the following amounts: January 20, 2021: $41,666.67; April 20, 2021: $41,666.67; January 20, 2022: $83,333.33; and January 2, 2023: $83,333.33.
- Initial Equity Grant: As compensation for the Services, on the Closing Date of the Merger, the Company agreed to grant to Mr. Gore a number of Series C Preferred Stock restricted stock units ("Restricted Stock Units") with a grant date fair value equal to $850,000.00.
- Additional Equity Grant: As noted above, pursuant to the Merger Agreement, the Company agreed to reserve the Advisor Pool, which is reserved and available for grants to engage the Former Employees for advisory services. IAC may issue Restricted Stock Units from the Advisor Pool to Former Employees as it sees fit for a period of six (6) months from the Effective Date. IAC may opt instead to issue cash payments (the "Payments") to Former Employees for consulting services in lieu of shares from the Advisor Pool. In this case, shares of the Company's Series C Preferred Stock may be canceled from the Advisor Pool in value equal to the Payments.
- In the event that there are any shares of the Company's Series C Preferred Stock remaining in the Advisor Pool on the earlier of (i) the six (6) month anniversary of the Effective Date or (ii) the termination of Consultant's Services by the Company without Cause or by the Consultant for Good Reason (both as defined in the Consultant Agreement), the Company shall grant or cause IAC to grant to Mr. Gore an additional number of Series C Preferred Stock Restricted Stock Units with a grant date fair value equal to the value of the shares remaining in the Advisor Pool as of such date (the "Additional Restricted Stock Units").
- The vesting of the Restricted Stock Units pursuant to the Consultant Agreement and from the Advisor Pool are set forth in the Consultant Agreement.

The foregoing summary of the Consultant Agreement and the transactions contemplated by the Consultant Agreement does not purport to be complete and is subject to, and qualified in its entirety by reference to, the full text of the Consultant Agreement, which is filed as Exhibit 10.1 to this Current Report on Form 8-K.

RSU Agreement

Additionally, in connection with the Agreement, the Company agreed to grant to Mr. Gore a total of 242,857 Series C Preferred Stock Restricted Stock Units (the "Gore RSUs") pursuant to the terms of the RSU Agreement.

Under the RSU Agreement, Mr. Gore will receive a benefit with respect to a Gore RSU only if it vests on or before the Expiration Date (defined below). Two vesting requirements must be satisfied for an RSU to vest: a time and service-based requirement, and a trigger event requirement, both of which are described in the RSU Agreement. If the Gore RSUs vest pursuant to the RSU Agreement, the Company will grant one share of Series C Preferred Stock for each vested Gore RSU. If a Gore RSU has not vested on or before the tenth anniversary of the grant date, the Gore RSU will expire, unless earlier terminated pursuant to the RSU Agreement.

The foregoing summary of the RSU Agreement and the transactions contemplated by the RSU Agreement does not purport to be complete and is subject to, and qualified in its entirety by reference to, the full text of the RSU Agreement, which is filed as Exhibit 10.2 to this Current Report on Form 8-K.

Item 9.01 Financial Statement and Exhibits.

(d) Exhibits.

Exhibit Number	Description
2.1	Merger Agreement dated November 13, 2020
3.1	Certificate of Designation
10.1	Consultant Agreement dated November 13, 2020
10.2	RSU Agreement dated November 13, 2020

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 Technologies Ltd.

By: /s/ Kent B. Wilson

Kent B. Wilson

Chief Executive Officer, President

(Principal Executive Officer)

Date: November 16, 2020

MERGER AGREEMENT

This Merger Agreement (“Agreement”) is entered into as of November 13, 2020, by and among Alpine 4 Technologies Ltd., a Delaware corporation ("ALPP"), ALPP Acquisition Corporation 1, Inc. a Delaware corporation and a newly-created wholly-owned subsidiary of ALPP ("Merger Sub"), and Impossible Aerospace Corporation, a Delaware corporation ("Company") (each a "Party" and collectively the "Parties").

RECITALS

A. This Agreement contemplates a reverse triangular merger of Merger Sub with and into Company in a transaction intended to qualify as a tax-free reorganization under Sections 368(a)(l)(A) and 368(a)(2)(E) of the Code.

B. The board of directors of the Company (the "Company Board") has (a) determined that this Agreement and the transactions contemplated hereby, including the Merger, are in the best interests of the Company and its stockholders, (b) approved and declared advisable this Agreement and the transactions contemplated hereby, including the Merger, and (c) resolved to recommend adoption of this Agreement by the stockholders of the Company in accordance with the Delaware General Corporation Law (the "DGCL");

C. Following the execution of this Agreement, the Company shall seek to obtain, in accordance with Section 228 of the DGCL, a written consent of its stockholders approving this Agreement, the Merger and the transactions contemplated hereby in accordance with Section 251 of the DGCL;

D. The respective boards of directors of ALPP and Merger Sub have unanimously (a) determined that this Agreement and the transactions contemplated hereby, including the Merger, are in the best interests of ALPP, Merger Sub and their respective stockholders, and (b) approved and declared advisable this Agreement and the transactions contemplated hereby, including the Merger;

E. At the Closing, the holders of Company SAFEs and shares of Company Series A Preferred Stock and Company Series A-1 Preferred Stock will receive their portion of Total Consideration shares of ALPP Series C Convertible Preferred Stock (the "ALPP Preferred Shares") in exchange for all of their Company SAFEs and Company Series A Preferred Stock and Company Series A-1 Preferred Stock, and the Company will become a wholly-owned Subsidiary of ALPP; and

F. Concurrently with the execution of this Agreement, and as an inducement for the parties to enter into this Agreement and consummate the Merger, ALPP and Spencer Gore (or his designated affiliate) shall enter into a consultant agreement in substantially the form attached hereto as Exhibit B (“Consultant Agreement”), which shall become effective at the Effective Time.

NOW, THEREFORE, in consideration of the premises and the representations, warranties and covenants contained herein, the Parties agree as follows.

1. Basic Transaction.

A. Merger. Subject to the terms and conditions of this Agreement, Merger Sub will merge with and into Company (the "Merger"). Pursuant to the Merger and upon Closing (as such term is defined herein), the Company Shares (as defined herein) shall be converted into ALPP Preferred Shares at the rate set forth in Section 1. E. (5) hereunder. Company shall be the corporation surviving the Merger (after the

Closing, the "Surviving Corporation"), and the separate corporate existence of Merger Sub shall cease after the Closing.

B. Documents. As soon as practicable following the execution of this Agreement, each Party will promptly prepare, execute and deliver to the others the various certificates, instruments, and documents referred to herein.

C. Closing. The closing of the Merger will take place as soon as practicable but no later than the fifth business day following the satisfaction or waiver of all conditions to the obligations of the Parties to consummate the transaction, other than conditions with respect to actions the respective Parties will take at the Closing itself, or such other time as the Parties may mutually determine (the "Closing").

D. Merger Certificate. At the Closing of the Merger, ALPP will file with the Secretary of State of the State of Delaware a Certificate of Merger between Company and Merger Sub, in the form attached hereto as Exhibit A (the "Merger Certificate").

E. Effect of Merger.

(l) General. The Merger will become effective upon filing of the Merger Certificate with the Secretary of State of the State of Delaware (the "Effective Time"). The Surviving Corporation may, at any time after the Closing, take any action, including executing or delivering any document, in the name and on behalf of either Company or Merger Sub in order to carry out and effectuate the transactions contemplated by this Agreement.

(2) Specific Effects of the Merger. The Merger shall have the effects set forth herein and in the applicable provisions of the DGCL. Without limiting the generality of the foregoing, and subject thereto, from and after the Effective Time, all property, rights, privileges, immunities, powers, franchises, licenses and authority of the Company and Merger Sub shall vest in the Surviving Corporation, and all debts, liabilities, obligations, restrictions and duties of each of the Company and Merger Sub shall become the debts, liabilities, obligations, restrictions and duties of the Surviving Corporation.

(3) Certificate of Incorporation. The Certificate of Incorporation of the Company will be the Certificate of Incorporation of the Surviving Corporation.

(3) Bylaws. The bylaws of the Company will be the Bylaws of the Surviving Corporation.

(4) Directors and Officers. At the Closing, the officers and directors of Company immediately prior to the Effective Time shall resign, and the officers and directors of ALPP immediately prior to the Closing shall be appointed as officers and directors of Surviving Corporation, in each case until their respective successors are duly elected or appointed and qualified.

(5) Effect of the Merger on Company Securities

(a) At and as of the Effective Time as a result of the Merger and without any action on the part of ALPP, Merger Sub, the Company or any holder of Company securities (other than with respect to Dissenting Shares), the Company’s outstanding securities shall be converted as follows:

(i) Shares of Company capital stock that are owned by ALPP, Merger Sub or the Company (as treasury stock or otherwise) shall automatically be cancelled and retired and shall cease to exist, and no consideration shall be delivered in exchange therefor.

(ii) Each Company SAFE issued and outstanding immediately prior to the Effective Time will be converted into and exchanged for the right to receive, subject to the adjustments and the other terms of this Agreement, at the times and subject to the contingencies specified in this Agreement, the Company SAFE Consideration.

(iii) At the Effective Time, each share of Company Series A Preferred Stock and warrant convertible into Company Series A Preferred Stock issued and outstanding immediately prior to the Effective Time (other than any shares of Company Series A Preferred Stock to be canceled pursuant to Section E(1)(5)(a)(ii)) will be canceled and extinguished and be converted automatically into the right to receive the Company Series A Consideration.

(iv) (iii) At the Effective Time each share of Company Series A-1 Preferred Stock and warrant convertible into Company Series A-1 Preferred Stock issued and outstanding immediately prior to the Effective Time (other than any shares of Company Series A-1 Preferred Stock to be canceled pursuant to Section E(1)(5)(a)(ii)) will be canceled and extinguished and be converted automatically into the right to receive the Company Series A-1 Consideration.

(v) At the Effective Time, each issued and outstanding share of Company Common Stock and all options and warrants to purchase Company Common Stock shall automatically be cancelled and retired and shall cease to exist, and no consideration shall be delivered in exchange therefor.

(b) Share Issuance: Following the Closing, upon surrender of an original stock certificate representing Company Shares and cancelation of any Company SAFE, ALPP will cause to be issued a stock certificate for ALPP Preferred Shares to which such Person is entitled, bearing any necessary or appropriate restrictive legend. The foregoing conversion rights are subject in all respects to compliance by the Company with all applicable laws, rules and regulations.

(c) Investor Conversion Rights. (Restricted Period) Upon the earlier of (a) the fifth day after the twenty-four month anniversary of the Closing or (b) the fifth day after the date on which ALPP's Class A Common Stock first trades on a national securities exchange (including but not limited to NASDAQ, NYSE, or NYSE American) (such date the "Conversion Date"), the ALPP Preferred Shares shall automatically convert into shares of ALPP Class A Common Stock. The number of shares of the ALPP's Class A Common Stock into which the ALPP Preferred Shares shall be convertible shall be determined by multiplying the number of ALPP Preferred Shares to be converted by $3.50, and then dividing that product by the Conversion Price. The Conversion Price shall be equal to the Variable Weighted Average Price ("VWAP") of the five Trading Days prior to the Conversion Date (as defined below).

(d) No Fractional Shares. No fractional shares or scrip representing fractional shares shall be issued upon the automatic conversion. With respect to any fraction of a share called for upon the conversion exercise, an amount equal to such fraction multiplied by the Conversion Price shall be paid in cash to the holder of the ALPP Preferred Shares by ALPP.

(e) Restrictions on Resale of Conversion Shares. The sale of the shares of ALPP Class A Common Stock issued on the automatic conversion (the "Conversion Shares") into the market or to any private purchaser shall be limited to not more than twenty-five percent (25%) of all Conversion Shares received by the holder of the ALPP Preferred Shares at the time of the automatic conversion in a 120-day period, and this restriction on resale may be evidenced by legend placed on any certificate representing the Conversion Shares.

(f) ALPP Redemption Right. At any time prior to the Conversion Date, ALPP shall have the right but not the obligation to redeem the ALPP Preferred Shares by paying to the holder(s) of the ALPP Preferred Shares $3.50 for each ALPP Preferred Share held by such holder.

(6) Closing Adjustment.

(a) At the Closing, the Company shall prepare and deliver to ALPP a statement setting forth the Closing Cash as of the Closing Date. For the avoidance of doubt, any portion of the amount of the Company's PPP Loan that is not forgiven and any unpaid, accrued tax liability will be deducted from the working capital.

(b) The "Closing Adjustment" shall be an amount equal to the Closing Cash plus or minus $200,000 (the "Target Cash").

2. Conditions to Obligations to Close.

A. Conditions to ALPP's Obligation. The obligation of each of ALPP and Merger Sub to consummate the transactions to be performed by it in connection with the Closing is subject to satisfaction of the following conditions;

(1) The representations and warranties of Company set forth in Section 4 will be true and correct in all material respects as if made at and as of the Closing, except to the extent that such representations and warranties are qualified by the term "material," or contain terms such as "Adverse Effect" or "Adverse Change," in which case such representations and warranties as so written, including the term "material" or "Material," will be true and correct in all respects at and as of the Closing;

(2) Company will have performed and complied with all of its covenants hereunder in all material respects through the Closing, except to the extent that such covenants are qualified by the term "material," or contain terms such as "Adverse Effect" or "Adverse Change," in which case Company will have performed and complied with all of such covenants as so written, including the term "material" or "Material," in all respects through the Closing;

(3) There will not be any judgment, order, decree or injunction in effect that would (a) prevent consummation of any of the transactions contemplated by this Agreement, (b) cause any of the transactions contemplated by this Agreement to be rescinded following consummation, (c) adversely affect the right of ALPP to own the capital stock of Surviving Corporation and to control Surviving Corporation and its Subsidiaries, or (d) adversely affect the right of any of Surviving Corporation and its Subsidiaries to own its assets and to operate its business;

(4) The Merger will have been duly approved by holders of the Company Shares representing at least eighty percent (80%) of the Company Shares (the "Required Company Vote");

(5) Silicon Valley Bank shall have provided any necessary approvals or consents to the Merger.

(6) Company will have delivered to ALPP a certificate to the effect that each of the conditions specified in Sections 2.A(1)-(5) is satisfied in all respects;

(7) Company will have delivered to ALPP an executed counterpart of the Merger Certificate;

(8) Company will have delivered to ALPP the resignations, effective as of the Closing, of each director and officer of Company; and

(9) Company will have delivered to ALPP a closing spreadsheet reflecting the Closing Adjustment in substantially the form attached hereto as Exhibit E.

ALPP may waive any condition specified in this Section 2.A if it executes a writing so stating at or prior to the Closing.

B. Conditions to Company's Obligation. The obligation of Company to consummate the transactions to be performed by it in connection with the Closing is subject to satisfaction of the following conditions:

(1) The representations and warranties of ALPP and Merger Sub set forth in Section 5 will be true and correct in all material respects at and as of the Closing, except to the extent that such representations and warranties are qualified by the term "material," or contain terms such as "Adverse Effect" or "Adverse Change," in which case such representations and warranties as so written, including the term "material" or "Material," will be true and correct in all respects at and as of the Closing;

(2) There will not be any judgment, order, decree or injunction in effect that would (a) prevent consummation of any of the transactions contemplated by this Agreement, or (b) cause any of the transactions contemplated by this Agreement to be rescinded following consummation;

(3) The Merger will have been duly approved by the ALPP Board of Directors, which has the authority to approve this Merger and adopt the Merger Agreement;

(4) ALPP will have delivered to Company a certificate to the effect that each of the conditions specified in Sections 2.B(l)-(3) is satisfied in all respects;

(5) ALPP will have delivered to Company an executed counterpart of the Merger Certificate;

(6) ALPP will have delivered to Spencer Gore (or his designated affiliate) the Consultant Agreement and granted 242,857 ALPP Preferred Share RSUs to Mr. Gore pursuant to the restricted stock unit award agreement in the form attached hereto as Exhibit C (the “RSU Agreement”).

3. Covenants.

Pre-closing Covenants. The Parties agree as follows with respect to the period from and after the execution of this Agreement until the Closing or termination of this Agreement:

A. General. Each of the Parties will use its commercially reasonable best efforts to prepare, execute and deliver all documents, take all actions and do all things necessary, in order to propel, consummate and make effective the transactions contemplated by this Agreement as soon as practicable, including the satisfaction, but not waiver, of all of the Closing conditions set forth in Section 2.

B. Notices. Company will give any notices to third parties, and will use its commercially reasonable best efforts to obtain any necessary third-party consents, including but not limited to Silicon Valley Bank’s approval of the Merger in writing in connection with the Company’s PPP loan.

C. SEC and State Filings. Each of the Parties will, give any notices to, make any filings with, and use its best efforts to obtain any authorizations, consents, and approvals of Governmental Authorities in connection with the matters referred to herein.

D. Further Cooperation. The filing Party in each instance will use its best efforts to respond to the comments of the SEC or any state Governmental Authorities on any filings and will make any further filings, including amendments and supplements, in connection therewith that may be necessary, with whatever information and assistance in connection with the foregoing filings the filing Party may reasonably request.

E. Notice of Developments. Each Party will give prompt written notice to the others of any material adverse development causing a breach of any of its own representations and warranties in this Agreement. No disclosure by any Party pursuant to this Section 3.E, however, will be deemed to amend or supplement the Company Disclosure Schedule or the ALPP Disclosure Schedule or to prevent or cure any misrepresentation, breach of warranty, or breach of covenant.

F. Consultant Agreement. ALPP and Mr. Gore (or his designated affiliate) shall have entered into the Consultant Agreement and ALPP shall have approved the grant of 242,857 ALPP Preferred Share RSUs to Mr. Gore.

G. Advisor Pool. As of Closing, ALPP shall have reserved an additional 71,429 Preferred Shares (i.e., a grant date fair value equal to approximately $250,000.00 or $3.50 per share) (the "Advisor Pool"), which shall be reserved and available for RSU grants to engage former employees of Company prior to the Closing other than Mr. Gore (the "Former Employees") for advisory services. For the avoidance of doubt, if the value of the Preferred Shares is set by ALPP at a value other than $3.50 per share, all Restricted Stock Unit grants will have their share counts proportionally adjusted.

H. Conduct of Business Prior to the Closing. From the date hereof until the Closing, except as otherwise provided in this Agreement or consented to in writing by ALPP (which consent shall not be unreasonably withheld or delayed), the Company shall (i) conduct the business of the Company in the ordinary course of business consistent with past practice; and (ii) use reasonable best efforts to maintain and preserve intact the current organization, business and franchise of the Company and to preserve the rights, franchises, goodwill and relationships of its employees, customers, lenders, suppliers, regulators and others having business relationships with the Company.

Post-closing Covenants. The Parties agree as follows with respect to the period from and after the the Closing:

A. Advisor Pool; Subsequent RSU Grant. From and after Closing, ALPP may issue Restricted Stock Units from the Advisor Pool to Former Employees as it sees fit for a period of six (6) months from the Closing Date. ALPP or the Company may opt instead to issue cash payments (the "Payment**s**") to Former Employees for consulting services in lieu of shares from the Advisor Pool. In this case, Preferred Share RSUs may be canceled from the Advisor Pool in value equal to the Payments. In the event that there are any shares remaining in the Advisor Pool on the earlier of (i) the six (6) month anniversary of the Closing Date or (ii) the termination of the Consultant Agreement by the Company with Cause (as such term is defined therein) or by the consultant or Mr. Gore for Good Reason, ALPP shall promptly grant or cause the Company to grant Mr. Gore such additional number of Preferred Share RSUs of ALPP with a grant date fair value equal to the value of the shares remaining in the Advisor Pool as of such date (i.e., up to an additional 71,429 Preferred Share RSUs, subject to adjustment) (the "Additional RSUs"). ALPP

shall grant to Mr. Gore the Additional RSUs pursuant to the restricted stock unit award agreement in the form attached hereto as Exhibit D (the "Additional RSU Agreement"). For the avoidance of doubt, if the value of Preferred Shares underlying the Additional RSUs is set by ALPP at a value other than $3.50 per share, the Additional RSUs will have its share count proportionally adjusted.

4. Company's Representations and Warranties.

The Company represents and warrants to ALPP that except as set forth in the correspondingly numbered section of the Company Disclosure Schedule (the "Company Disclosure Schedule") that relates to such Section or in another Section of the Company Disclosure Schedule to the extent that it is reasonably apparent on the face of such disclosure that such disclosure is applicable to such Section, the statements contained in this Section 4 are correct and complete as of the date of this Agreement.

A. Organization, Qualification, and Corporate Power. The Company is a corporation duly organized, validly existing, and in good standing under the laws of the jurisdiction of its incorporation. Each of Company and its Subsidiaries is duly authorized to conduct business and is in good standing under the laws of each jurisdiction where such qualification is required, except where the failure to be so qualified would not have a material Adverse Effect. Company and its Subsidiaries have full corporate power and authority to carry on the business in which it is engaged and to own and use the properties owned and used by it.

B. Capitalization. The entire authorized capital stock of Company consists solely of 20,000,000 shares of common stock, of which 7,398,613 shares are issued and outstanding and 8,674,673 shares of preferred stock, of which 5,021,366 shares of Series A Preferred Stock are issued and outstanding and 3,485,962 shares of Series A-1 Preferred Stock are issued and outstanding. The common stock, the Series A Preferred Stock, and the Series A-1 Preferred Stock are referred to herein as the "Company Shares." All of the issued and outstanding Company Shares have been duly authorized and are validly issued, fully paid, non-assessable and free of preemptive rights, and were issued in compliance with all applicable state and federal securities laws. There are no: (1) other outstanding or authorized shares, options, warrants, purchase rights, subscription rights, conversion rights, exchange rights, or other contracts or commitments of any kind that could require Company to issue, sell, or otherwise cause to become outstanding any of its capital stock.; (2) equity securities, debt securities or instruments convertible into or exchangeable for shares of such stock; or (3) outstanding or authorized stock appreciation, phantom stock, profit participation, or similar rights with respect to Company. As of the Closing Date, there will be no Dissenting Shares.

C. Authorization of Transaction. Subject to obtaining the Required Company Vote, Company has all requisite corporate power and authority, and the unanimous consent of the Board of Directors to execute and deliver this Agreement and to perform its obligations hereunder and to consummate the transactions contemplated hereby. Subject to obtaining the Required Company Vote, the execution and delivery of this Agreement by Company and the consummation by Company of the transactions contemplated hereby have been duly and validly authorized by all necessary corporate action by Company. This Agreement has been duly and validly executed and delivered by Company. Assuming due authorization, execution and delivery by ALPP, this Agreement and all other agreements and obligations entered into and undertaken in connection with the transactions contemplated hereby to which Company is a party constitutes the valid and legally binding obligations of Company, enforceable against Company in accordance with their respective terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally and by the general

principles of equity (regardless of whether enforcement is sought in a proceeding at law or in equity).

D. Non-Contravention. Subject to obtaining the Required Company Vote, neither the execution and delivery of this Agreement, nor the consummation of the transactions contemplated hereby, will (i) violate any constitution, statute, regulation, rule, injunction, judgment, order, decree, ruling, charge, or other restriction of any government, governmental agency, or court to which Company or any of its Subsidiaries is subject or any provision of the charter or bylaws of Company or any of its Subsidiaries, except where the violation would not have a material Adverse Effect, or (ii) except as set forth in Section 4(D) of the Company Disclosure Schedule, conflict with, result in a breach of, constitute a default under, result in the acceleration of, create in any party the right to accelerate, terminate, modify, or cancel, or require any notice under any Material Contract or by which it is bound or to which any of its material assets is subject (or result in the imposition of any Lien upon any of its material assets). Other than in connection with the provisions of the DGCL, the Exchange Act, the Securities Act, and state securities laws, neither Company nor any of its Subsidiaries needs to give any notice to, make any filing with, or obtain any authorization, consent, or approval of any government or governmental agency with respect to the Company or any of its Subsidiaries in order for the Parties to consummate the transactions contemplated by this Agreement, except for such consents, approvals, permits, governmental orders, declarations, filings or notices which, in the aggregate, would not have a material Adverse Effect.

E. Material Liabilities. The Company has no liability or obligation, absolute or contingent (individually or in the aggregate), except (i) obligations and liabilities incurred in the ordinary course of business that are not material, individually or in the aggregate, (ii) obligations under contracts made in the ordinary course of business that would not be required to be reflected in financial statements prepared in accordance with GAAP, and (iii) that are not fully reflected and disclosed in the financial statements provided by the Company to ALPP.

F. Events Subsequent to Year End. Since June 30, 2020, there has not been any material Adverse Change.

G. Litigation. There is no action, suit, legal or administrative proceeding or investigation pending, or to Company's Knowledge threatened, against or involving Company (either as a plaintiff for defendant) before any court or governmental agency, authority, body or arbitrator which would materially effect the Merger or impact the ability to facilitate the Closing of the Merger. Neither Company nor to its Knowledge any officer, director or employee of Company, has been permanently enjoined by any order, judgment or decree of any court or any governmental agency, authority or body from engaging in or continuing any conduct or practice in connection with the business, assets, or properties of Company. As of the Closing there shall not exist any order, judgment or decree of any court, tribunal or agency enjoining or requiring Company to take any action of any kind with respect to its business, assets or properties which would materially impact the Merger.

H. Undisclosed Liabilities. Except as set forth in the Company Disclosure Schedule, the Company has no liability of any kind, whether known or unknown, whether asserted or unasserted, whether absolute or contingent, whether accrued or unaccrued, whether liquidated or unliquidated, and whether due or to become due, including any liability for Taxes, except for (i) liabilities set forth on the face of the balance sheet dated as of June 30, 2020, and (ii) liabilities that have arisen after Year End and Quarter End in the Ordinary Course of Business.

I. Compliance with Laws. To its Knowledge, Company has all requisite licenses, permits and certificates, including environmental, health and safety permits, from federal, state and local authorities necessary to conduct its business and own and operate its assets including, without limitation all necessary approvals, licenses, except where the failure to have such permits would not reasonably be expected to have an Adverse Effect.

J. Tax Treatment. Company operates at least one significant historic business line, or owns at least a significant portion of its historic business assets, in each case within the meaning of Treas. Reg. §1.368-1(d). Neither Company nor, to the Knowledge of Company, any of its Affiliates has taken or agreed to take action that would prevent the Merger from constituting a tax-free reorganization under Sections 368(a)(l)(A) and 368(a)(2)(E) of the Code.

K. Tax Matters.

(1) Within the times and in the manner prescribed by law, the Company has filed all federal, state and local Tax Returns, and all Tax Returns for other governing bodies having jurisdiction to levy Taxes upon it, that it was required to file.

(2) The Company has withheld and paid all Taxes required to have been withheld and paid in connection with any amounts paid or owing to any employee, independent contractor, creditor, stockholder, or other third party.

(3) To the Company's Knowledge, no examinations of the federal, state or local Tax Returns of the Company are currently in progress nor threatened and no deficiencies have been asserted or to its Knowledge assessed against the Company as a result of any audit by the Internal Revenue Service or any state or local Tax authority and no such deficiency has been proposed or threatened.

(4) To the Company's Knowledge, there are no pending or threatened audits, assessments or other actions relating to any liability in respect of Taxes of the Company by any Tax authority.

L. Books and Records. The minute books of the Company are in all material respects complete and correct and have been maintained in accordance with proper business practice.

M. Contracts and Commitments. The Company Disclosure Schedule lists all contracts that are material to the Company (the "Material Contracts").

5. Representations and Warranties of ALPP and Merger Sub.

Each of ALPP and Merger Sub represents and warrants to Company that the statements contained in this Section 5 are correct and complete as of the date of this Agreement and will be correct and complete as of the Closing as though made then and as though the Closing were substituted for the date of this Agreement throughout this Section 5, except as set forth in the ALPP SEC Reports or the disclosure schedule provided by ALPP to the Company (the "ALPP Disclosure Schedule") corresponding to the Section of this Agreement, to which any of the following representations and warranties specifically relate, or as disclosed in another section of the ALPP Disclosure Schedule, if it is reasonably apparent on the face of the disclosure that it is applicable to another Section of this Agreement, or in the ALPP SEC Reports:

A. Organization, Qualification, and Corporate Power. Each of ALPP and its Subsidiaries is a corporation duly organized, validly existing, and in good standing under the laws of the jurisdiction of its incorporation. Each of ALPP and its Subsidiaries is duly authorized to conduct business and is in good standing under the laws of each jurisdiction where such qualification is required. ALPP and its Subsidiaries have full corporate power and authority to carry on the business in which it is engaged and to own and use the properties owned and used by it.

B. Capitalization. The entire authorized capital stock of ALPP consists as of the date hereof of 125,000,000 shares of Class A Common stock, of which 116,667,860 shares are issued and outstanding; 10,000,000 shares of Class B Common stock, of which 9,023,088 shares are issued and outstanding; 15,000,000 shares of Class C Common stock, of which 11,572,267 shares are issued and outstanding; and 100 shares of Series B Preferred Stock, of which 5 shares are issued and outstanding; and 2,028,572 shares of Series C Convertible Preferred Stock, of which 0 shares are issued or outstanding. All of the issued and outstanding ALPP Shares have been duly authorized and are validly issued, fully paid, non-assessable and free of preemptive rights, and were issued in compliance with all applicable state and federal securities laws.

C. Authorization of Transaction. ALPP has all requisite power and authority, including full corporate power and authority, to execute and deliver this Agreement and to perform its obligations hereunder and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement by ALPP and the consummation by ALPP of the transactions contemplated hereby have been duly and validly authorized by all necessary corporate action by ALPP and, except as set forth herein, no other corporate proceedings on the part of ALPP and no shareholder vote or consent are necessary to authorize this Agreement or to consummate the transactions contemplated hereby. This Agreement has been duly and validly executed and delivered by ALPP. This Agreement and all other agreements and obligations entered into and undertaken in connection with the transactions contemplated hereby to which ALPP is a party constitutes the valid and legally binding obligations of ALPP, enforceable against ALPP in accordance with their respective terms.

D. Non-Contravention. Neither the execution and delivery of this Agreement, nor the consummation of the transactions contemplated hereby, will (i) violate any constitution, statute, regulation, rule, injunction, judgment, order, decree, ruling, charge, or other restriction of any government, governmental agency, or court to which ALPP or any of its Subsidiaries is subject or any provision of the charter or bylaws of ALPP or any of its Subsidiaries, or (ii) conflict with, result in a breach of, constitute a default under, result in the acceleration of, create in any party the right to accelerate, terminate, modify, or cancel, or require any notice under any agreement, contract, lease, license, instrument, or other arrangement to which ALPP or any of its Subsidiaries is a party or by which it is bound or to which any of its assets is subject (or result in the imposition of any Lien upon any of its assets). Other than in connection with the provisions of the DGCL, the Exchange Act, the Securities Act, and state securities laws, neither ALPP nor any of its Subsidiaries needs to give any notice to, make any filing with, or obtain any authorization, consent, or approval of any government, governmental agency or stock exchange in order for the Parties to consummate the transactions contemplated by this Agreement.

E. Financial Statements. ALPP has filed an annual report on Form 10-K for the fiscal year ended December 31,2019 ("Year End") and a quarterly report on Form 10-Q for the fiscal quarter ended June 30, 2020 ("Quarter End"). The financial statements included in or incorporated by reference

into these ALPP Public Reports (including the related notes and schedules) have been prepared in accordance with GAAP throughout the periods covered thereby, complied as to form in all material respects with applicable accounting requirements and with the published rules and regulations of the SEC with respect thereto as of their respective dates, present fairly the financial condition of ALPP and its Subsidiaries as of the indicated dates and the results of operations of ALPP and its Subsidiaries for the indicated periods and are correct and complete in all respects, and are consistent with the books and records of ALPP and its Subsidiaries; provided, however, that the interim statements are subject to normal year-end adjustments.

F. SEC Documents. ALPP has made available to Company each ALPP SEC Report, and other filings filed with the SEC by ALPP since June 30, 2020, and, prior to the Effective Time, ALPP will have furnished or made available to Company true and complete copies of any additional documents filed with the SEC by ALPP Parent prior to the Effective Time. Parent has timely filed all forms, statements and documents required to be filed by it with the SEC and OTC Bulletin Board. In addition, ALPP has made available to Company true and complete copies of all exhibits to the ALPP SEC Reports filed prior to the date hereof, and will promptly make available to Company true and complete copies of all exhibits to any additional ALPP SEC Reports filed prior to the Effective Time. All documents required to be filed as exhibits to the ALPP SEC Reports have been so filed, and all material contracts so filed as exhibits are in full force and effect, except those which have expired in accordance with their terms. As of their respective filing dates, the ALPP SEC Reports complied in all material respects with the requirements of the Exchange Act and the Securities Act, and none of the ALPP SEC Reports contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary to make the statements made therein, in light of the circumstances in which they were made, not misleading, except to the extent corrected by a subsequently filed ALPP SEC Report.

G. Litigation. There are two current ALPP filed lawsuits that have been disclosed to the Company. Other than those two lawsuits, there is no other action, suit, legal or administrative proceeding or investigation pending, or to ALPP's Knowledge threatened, against or involving ALPP (either as a plaintiff or defendant) before any court or governmental agency, authority, body or arbitrator. Neither ALPP nor to its Knowledge any officer, director or employee of ALPP, has been permanently or temporarily enjoined by any order, judgment or decree of any court or any governmental agency, authority or body from engaging in or continuing any conduct or practice in connection with the business, assets, or properties of ALPP. There in existence on the date hereof any order, judgment or decree of any court, tribunal or agency enjoining or requiring ALPP to take any action of any kind with respect to its business, assets or properties.

H. Compliance with Laws. To its Knowledge, (a) ALPP has all requisite licenses, permits and certificates, including environmental, health and safety permits, from federal, state and local authorities necessary to conduct its business and own and operate its assets including, without limitation all necessary approvals, licenses, except where the failure to have such permits would not reasonably be expected to have an Adverse Effect

I. Tax Treatment. Neither ALPP or Merger Sub nor, to the Knowledge of ALPP, any of their Affiliates has taken or agreed to take action that would prevent the Merger from constituting a tax-free reorganization under Sections 368(a)(I)(A) and 368(a)(2)(E) of the Code.

J. Operations of Merger Sub. Merger Sub is a direct, wholly owned subsidiary of ALPP, was formed solely for the purpose of engaging in the transactions contemplated by this Agreement, has engaged in no other business activities and has conducted its operations only as contemplated by this Agreement.

6. Termination of Merger Transaction.

A. Termination. Any of the Parties may terminate this Agreement only as follows:

(1) ALPP may terminate this Agreement by giving written notice to Company at any time prior to the Closing in the event:

(a) of an Uncured Breach by Company if neither ALPP nor Merger Sub is then in material breach of any provision of this Agreement; or

(b) any of the conditions set forth in Section 2.A shall not have been fulfilled by close of business on the day that is one hundred twenty (120) days following the date hereof, unless such failure shall be due to the failure of ALPP to perform or comply with any of the covenants, agreements or conditions hereof to be performed or complied with by it prior to the Closing.

(2) Company may terminate this Agreement by giving written notice to ALPP and Merger Sub at any time prior to the Closing in the event:

(a) of an Uncured Breach by ALPP or Merger Sub if the Company is not then in material breach of any provision of this Agreement; or

(b) any of the conditions set forth in Section 2.B shall not have been fulfilled by close of business on the day that is twenty business days following the date hereof, unless such failure shall be due to the failure of the Company to perform or comply with any of the covenants, agreements or conditions hereof to be performed or complied with by it prior to the Closing.

(3) Either Party may terminate this Agreement if a Governmental Authority of competent jurisdiction shall have issued an order or taken any other action, in each case which has become final and non-appealable, and which permanently restrains, enjoins or otherwise prohibits the Closing.

B. Effect of Termination. If this Agreement is terminated pursuant to Section 6.A, the Parties shall have no further obligation of any kind.

7. Indemnification

A. Survival. Subject to the limitations and other provisions of this Agreement, the representations and warranties contained herein shall survive the Closing and shall remain in full force and effect until the date that is six (6) months from the Closing. None of the covenants or other agreements contained in this Agreement shall survive the Closing other than those which by their terms contemplate performance after the Closing, and each such surviving covenant and agreement shall survive the Closing for the period contemplated by its terms.

B. Indemnification By Company Securityholders. Subject to the other terms and conditions of this Section 7, the Company Securityholders, severally and not jointly, shall indemnify ALPP against, and

shall hold ALPP harmless from and against, any and all Losses incurred or sustained by ALPP based upon, arising out of, with respect to or by reason of:

(1) any material inaccuracy in or breach of any of the representations or warranties of the Company contained in this Agreement; or

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

C. Indemnification By ALPP. Subject to the other terms and conditions of this Section 7, ALPP shall indemnify the Company against, and shall hold the Company harmless from and against, any and all Losses incurred or sustained by the Company based upon, arising out of, with respect to or by reason of:

(1) any inaccuracy in or breach of any of the representations or warranties of ALPP contained in this Agreement; or

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

D. Certain Limitations. The party making a claim under this Section 7 is referred to as the "Indemnified Party", and the party against whom such claims are asserted under this Section 7 is referred to as the "Indemnifying Party". The indemnification provided for in Section 7.B and Section 7.C shall be subject to the following limitations:

(1) The aggregate amount of all Losses for which the Indemnifying Parties shall be liable pursuant to Section 7.B or Section 7.C(1) as the case may be, shall not exceed 10% of the value of the Total Consideration (except in the case of Fraud). In the case of “Fraud” (meaning common law fraud under the laws of the State of New York with respect to the representations and warranties made by the Company in this Agreement and relied upon by ALPP) the aggregate amount of all Losses for which the Indemnifying Parties shall be liable, in the aggregate, shall not exceed the value of the Total Consideration actually received by the Indemnifying Parties.

(2) The liability of the Indemnifying Parties for indemnification hereunder shall be several but not joint.

(3) Notwithstanding anything to the contrary herein (a) each Company Securityholder Indemnifying Party’s indemnification obligation under this Section 7 shall be limited to its pro-rata share of the indemnifiable Losses based on the percentage of the Total Consideration actually received by such Company Securityholder Indemnifying Party, and (b) the liability of each Company Securityholder Indemnifying Party to the Indemnified Party for Losses in the case of Fraud shall be limited to the value of the ALPP Preferred Shares received by such Company Securityholder Indemnifying Party.

(4) The sole and exclusive method of payment of any Losses by a Company Securityholder Indemnifying Party shall be the cancellation and extinguishment of a number of ALPP Preferred Shares (with each ALPP Preferred Share having a value of $3.50 per share) having an aggregate value equal to the amount of such Company Securityholder Indemnifying Party’s pro-rata share of such Losses. In the event that the value of the ALPP Preferred Shares held by any Company Securityholder Indemnifying Party from time to time is less than such Company Securityholder Indemnifying Party’s pro rata share of the indemnifiable Losses, the Indemnified Party shall have no further right or claim against such Company Securityholder Indemnifying Party or any other person for the amount of Losses in excess of the value of the ALPP Preferred Shares held by such Company Securityholder Indemnifying Party. No

Indemnifying Party shall be liable under (or have any responsibility under) this Agreement for any other reason or claim.

(5) Payments by an Indemnifying Party pursuant to Section 7.B or Section 7.C in respect of any Loss shall be limited to the amount of any liability or damage that remains after deducting therefrom any insurance proceeds and any indemnity, contribution or other similar payment received or reasonably expected to be received by the Indemnified Party (or the Company) in respect of any such claim. The Indemnified Party shall use its commercially reasonable efforts to recover under insurance policies or indemnity, contribution or other similar agreements for any Losses prior to seeking indemnification under this Agreement.

(6) Payments by an Indemnifying Party pursuant to Section 7.B or Section 7.C in respect of any Loss shall be reduced by an amount equal to any Tax benefit realized or reasonably expected to be realized as a result of such Loss by the Indemnified Party.

(7) In no event shall any Indemnifying Party be liable to any Indemnified Party for any punitive, incidental, consequential, special or indirect damages, including loss of future revenue or income, loss of business reputation or opportunity relating to the breach or alleged breach of this Agreement, or diminution of value or any damages based on any type of multiple.

(8) Each Indemnified Party shall take, and cause its Affiliates to take, all reasonable steps to mitigate any Loss upon becoming aware of any event or circumstance that would be reasonably expected to, or does, give rise thereto, including incurring costs only to the minimum extent necessary to remedy the breach that gives rise to such Loss.

(9) The Company shall not be liable under this Section 7 for any Losses based upon or arising out of any inaccuracy in or breach of any of the representations or warranties of the Company contained in this Agreement if ALPP had knowledge of such inaccuracy or breach prior to the Closing.

(E) Indemnification Procedures.

(1) Third-Party Claims. If any Indemnified Party receives notice of the assertion or commencement of any action, suit, claim or other legal proceeding made or brought by any Person who is not a party to this Agreement or an Affiliate of a party to this Agreement or a Representative of the foregoing (a "Third-Party Claim") against such Indemnified Party with respect to which the Indemnifying Party is obligated to provide indemnification under this Agreement, the Indemnified Party shall give the Indemnifying Party prompt written notice thereof. The failure to give such prompt written notice shall not, however, relieve the Indemnifying Party of its indemnification obligations, except and only to the extent that the Indemnifying Party forfeits rights or defenses by reason of such failure. Such notice by the Indemnified Party shall describe the Third-Party Claim in reasonable detail, shall include copies of all material written evidence thereof and shall indicate the estimated amount, if reasonably practicable, of the Loss that has been or may be sustained by the Indemnified Party. The Indemnifying Party shall have the right to participate in, or by giving written notice to the Indemnified Party, to assume the defense of any Third-Party Claim at the Indemnifying Party's expense and by the Indemnifying Party's own counsel, and the Indemnified Party shall cooperate in good faith in such defense. In the event that the Indemnifying Party assumes the defense of any Third-Party Claim, subject to Section 7.E(2), it shall have the right to take such action as it deems necessary to avoid, dispute, defend, appeal or make counterclaims pertaining to any such Third-Party Claim in the name and on behalf of the Indemnified Party. The Indemnified Party shall have the right, at its own cost and expense, to participate in the defense of any Third-Party Claim with counsel selected by it subject to the Indemnifying Party's right to control the defense thereof. If the

Indemnifying Party elects not to compromise or defend such Third-Party Claim or fails to promptly notify the Indemnified Party in writing of its election to defend as provided in this Agreement, the Indemnified Party may, subject to Section 7.E(2), pay, compromise, defend such Third-Party Claim and seek indemnification for any and all Losses based upon, arising from or relating to such Third-Party Claim. The Company and ALPP shall cooperate with each other in all reasonable respects in connection with the defense of any Third-Party Claim, including making available records relating to such Third-Party Claim and furnishing, without expense (other than reimbursement of actual out-of-pocket expenses) to the defending party, management employees of the non-defending party as may be reasonably necessary for the preparation of the defense of such Third-Party Claim.

(2) Settlement of Third-Party Claims. Notwithstanding any other provision of this Agreement, the Indemnifying Party shall not enter into settlement of any Third-Party Claim without the prior written consent of the Indemnified Party (which consent shall not be unreasonably withheld or delayed), except as provided in this Section 7.E(2). If a firm offer is made to settle a Third-Party Claim without leading to liability or the creation of a financial or other obligation on the part of the Indemnified Party and provides, in customary form, for the unconditional release of each Indemnified Party from all liabilities and obligations in connection with such Third-Party Claim and the Indemnifying Party desires to accept and agree to such offer, the Indemnifying Party shall give written notice to that effect to the Indemnified Party. If the Indemnified Party fails to consent to such firm offer within ten days after its receipt of such notice, the Indemnified Party may continue to contest or defend such Third-Party Claim and in such event, the maximum liability of the Indemnifying Party as to such Third-Party Claim shall not exceed the amount of such settlement offer. If the Indemnified Party fails to consent to such firm offer and also fails to assume defense of such Third-Party Claim, the Indemnifying Party may settle the Third-Party Claim upon the terms set forth in such firm offer to settle such Third-Party Claim. If the Indemnified Party has assumed the defense pursuant to Section 7.E(1), it shall not agree to any settlement without the written consent of the Indemnifying Party (which consent shall not be unreasonably withheld or delayed).

(3) Direct Claims. Any claim by an Indemnified Party on account of a Loss which does not result from a Third-Party Claim (a "Direct Claim") shall be asserted by the Indemnified Party giving the Indemnifying Party prompt written notice thereof. The failure to give such prompt written notice shall not, however, relieve the Indemnifying Party of its indemnification obligations, except and only to the extent that the Indemnifying Party forfeits rights or defenses by reason of such failure. Such notice by the Indemnified Party shall describe the Direct Claim in reasonable detail, shall include copies of all material written evidence thereof and shall indicate the estimated amount, if reasonably practicable, of the Loss that has been or may be sustained by the Indemnified Party. The Indemnifying Party shall have 30 days after its receipt of such notice to respond in writing to such Direct Claim. During such 30-day period, the Indemnified Party shall allow the Indemnifying Party and its professional advisors to investigate the matter or circumstance alleged to give rise to the Direct Claim, and whether and to what extent any amount is payable in respect of the Direct Claim and the Indemnified Party shall assist the Indemnifying Party's investigation by giving such information and assistance (including access to the Company's premises and personnel and the right to examine and copy any accounts, documents or records) as the Indemnifying Party or any of its professional advisors may reasonably request. If the Indemnifying Party does not so respond within such 30-day period, the Indemnifying Party shall be deemed to have rejected such claim, in which case the Indemnified Party shall be free to pursue such remedies as may be available to the Indemnified Party on the terms and subject to the provisions of this Agreement.

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

G. Exclusive Remedies. The parties acknowledge and agree that their sole and exclusive remedy with respect to any and all claims (other than claims arising from intentional fraud on the part of a party hereto in connection with the transactions contemplated by this Agreement) 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 Section 7. In furtherance of the foregoing, 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 Section 7. Nothing in this Section 7.G shall limit any Person's right to seek and obtain any equitable relief or to seek any remedy on account of intentional fraud by any party hereto.

8. Definitions.

"Adverse Effect" or "Adverse Change" means any effect or change that is materially adverse to the business, assets, financial condition, operating results, or operations of Company or ALPP, as appropriate or the ability of the Company to consummate the transactions contemplated hereby; provided, however, that none of the following shall constitute, or shall be considered in determining whether there has occurred, and no change, event, development, or effect arising from or relating to the following shall constitute an Adverse Effect or Adverse Change: (a) the announcement of the execution of this Agreement or the pendency of consummation of the merger (including the threatened or actual impact on relationships of the Company with customers, vendors, suppliers, distributors, landlords, or employees (including the threatened or actual termination, suspension, modification or reduction of such relationships)); (b) general business or economic conditions, including such conditions related to the general economic conditions that affect the industries in which the Company and ALPP conduct their business, (c) national or international political or social conditions, including without limitation the engagement by the United States in hostilities, whether or not pursuant to the declaration of a national emergency or war, or the occurrence of any military or terrorist attack upon the United States, or any of its territories, possessions, or diplomatic or consular offices or upon any military installation, equipment or personnel of the United States, (d) financial, banking, or securities markets, including any general suspension of trading in, or limitation on prices for, securities on any national exchange or trading market, except for suspensions of trading in or limitations on prices for securities of ALPP capital stock, so long as such suspensions or limitations do not include all other similarly situated securities in the exchange or market in which the securities of ALPP capital stock are traded, (e) changes in GAAP or laws, rules, regulations, orders, or other binding directives issued by any governmental entity, (f) the taking of any action contemplated by this Agreement and the other agreements contemplated hereby, (g) changes resulting from natural disasters, weather conditions, epidemics, pandemics, disease outbreaks, public health emergencies, or other force majeure events; and (h) changes that can be or have been cured at any time, or whether ALPP or Company, as appropriate, has knowledge of such effect or change on the date hereof.

"Affiliate" has the meaning set forth in Rule 12b-2 of the regulations promulgated under the Exchange Act.

“ALPP Preferred Shares” means the shares of Series C Convertible Preferred Stock of ALPP, par value $0.0001, with a stated value of $3.50 per share.

"ALPP SEC Reports" means each report, schedule, registration statement, definitive proxy statement and other document required to be filed by ALPP and its predecessors and officers and directors under the Exchange Act or the Securities Act as such documents have been amended since the time of their filing.

"**Closing Cash**" means the cash balance in the Company's operating bank account as of the close of business on the Closing Date.

"Code" means the Internal Revenue Code of 1986, as amended, or any succeeding law.

"Company SAFE" means each of those certain Simple Agreements for Future Equity issued by the Company and outstanding immediately prior to the Effective Time.

"Company SAFE Consideration" means such number of ALPP Preferred Shares equal to (a) 0.363418 times the principal amount of such Company SAFE (subject to upward or downward adjustment in connection with the Closing Adjustment), *divided by* (b) $3.50 (rounded to the nearest whole share).

"DGCL" means the General Corporation Law of the State of Delaware, as amended.

"Company Securityholder" means the holders of Company SAFEs, Company Series A Preferred Stock, Company Series A-1 Preferred Stock and warrants to purchase Company Series A Preferred Stock or Company Series A-1 Preferred Stock to whom any portion of the Total Consideration has been delivered pursuant to this Agreement.

"Company Series A Preferred Stock" means the Company's Series A Preferred Stock, par value $0.00001.

"Company Series A Consideration" means 0.194376 shares of ALPP Preferred Shares (rounded up to the nearest whole share) per share of Company Series A Preferred Stock (subject to upward or downward adjustment in connection with the Closing Adjustment).

"Company Series A-1 Preferred Stock" means the Company's Series A-1 Preferred Stock, par value $0.00001.

"Company Series A-1 Consideration" means 0.053516 shares of ALPP Preferred Shares (rounded up to the nearest whole share) per share of Company Series A-1 Preferred Stock (subject to upward or downward adjustment in connection with the Closing Adjustment).

"Dissenting Share" means any Company Share held of record by any stockholder who has exercised applicable appraisal or dissenters' rights under the DGCL or California Corporations Code.

"Exchange Act" means the Securities Exchange Act of 1934, as amended, and the regulations promulgated thereunder.

"GAAP" means United States generally accepted accounting principles as in effect from time to time, consistently applied.

"Governmental Authority" means any national, state, municipal, local or foreign government, any instrumentality, subdivision, court, administrative agency or commission or other authority thereof, or any quasi-governmental or private body exercising any regulatory, taxing, importing or other governmental or quasi-governmental authority.

"Knowledge" means actual knowledge after reasonable investigation.

"**Law**" means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree, other requirement or rule of law of any Governmental Authority.

"Losses" means actual out-of-pocket losses, damages, liabilities, costs or expenses, including reasonable attorneys' fees.

"Major Exchange" means the NASDAQ or NYSE.

"NASD" means NASD, Inc. or any successor organization which regulates and administers trading in OTC Bulletin Board securities.

"Ordinary Course of Business" means the ordinary course of business consistent with past custom and practice, including with respect to nature, quantity and frequency.

"OTC Bulletin Board" means the over-the-counter bulletin board trading of securities administered by the NASD.

"Person" means an individual, a partnership, a corporation, a limited liability company, an association, a joint stock company, a trust, a joint venture, an unincorporated organization, any other business entity, or a governmental entity (or any department, agency, or political subdivision thereof).

"SEC" means the Securities and Exchange Commission.

"Securities Act" means the Securities Act of 1933, as amended, and the regulations promulgated thereunder.

"Subsidiary" means, with respect to any Person, any corporation, limited liability company, partnership, association, or other business entity of which (a) if a corporation, a majority of the total voting power of shares of stock entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers, or trustees thereof is at the time owned or controlled, directly or indirectly, by that Person or one or more of the other Subsidiaries of that Person or a combination thereof or (b) if a limited liability company, partnership, association, or other business entity (other than a corporation), a majority of the partnership or other similar ownership interests thereof is at the time owned or controlled, directly or indirectly, by that Person or one or more Subsidiaries of that Person or a combination thereof and for this purpose, a Person or Persons owns a majority ownership interest in such a business entity (other than a corporation) if such Person or Persons will be allocated a majority of such business entity's gains or losses or will be or control any managing director or general partner of such business entity (other than a corporation). The term "Subsidiary" will include all Subsidiaries of such Subsidiary.

"Tax" or "Taxes" means any federal, state, local, or foreign income, gross receipts, license, payroll, employment, excise, severance, stamp, occupation, premium, windfall profits, environmental (including taxes under Code §59A), customs duties, capital stock, franchise, profits, withholding, social

security (or similar), unemployment, disability, real property, personal property, sales, use, transfer, registration, value added, alternative or add-on minimum, estimated, or other tax of any kind whatsoever, including any interest, penalty, or addition thereto, whether disputed or not and including any obligations to indemnify or otherwise assume or succeed to the Tax liability of any other Person.

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

"Total Consideration" means such number of shares of ALPP Preferred Shares equal to the quotient obtained by *dividing* (a) $6,000,000, plus or minus the Closing Adjustment, *divided by* (b) $3.50. For purposes of Section 7 of this Agreement, the aggregate dollar value of the Total Consideration equals $6,000,000, plus or minus the Closing Adjustment.

"Uncured Breach" means an unexcused breach of any material representation, warranty or covenant contained in this Agreement, in any material respect, following written notice reasonably specifying the breach and the demanded manner of cure, if and when the breach has continued without cure for a period often (10) days after the notice of breach.

9. General.

A. Press Releases and Public Announcements. No Party will issue any press release or make any public announcement relating to the subject matter of this Agreement without the prior written approval of the other Parties; provided, however, that any Party may make any public disclosure as may be required by applicable law or any listing or trading agreement concerning its publicly traded securities (in which case the disclosing Party will use its best efforts to advise the other Party prior to making the disclosure).

B. No Third-Party Beneficiaries. This Agreement will not confer any rights or remedies upon any Person other than the Parties and their respective successors and permitted assigns.

C. Succession and Assignment. This Agreement will be binding upon and inure to the benefit of the Parties named herein and their respective successors and permitted assigns. No Party may assign either this Agreement or any of its rights, interests, or obligations hereunder without the prior written approval of the other Parties.

D. Headings. The section headings contained in this Agreement are inserted for convenience only and will not affect in any way the meaning or interpretation of this Agreement.

E. Notices. All notices, requests, demands, claims, and other communications hereunder will be in writing. Any notice, request, demand, claim, or other communication hereunder will be deemed duly given (i) when delivered personally to the recipient, (ii) one (1) business day after being sent to the recipient by reputable overnight courier service, (iii) one (1) business day after being sent to the recipient by facsimile transmission or electronic mail, or (iv) four (4) business days after being mailed to the recipient by certified or registered mail, return receipt requested and postage prepaid, and addressed to the intended recipient as set forth below:

If to ALPP or Merger Sub:

Alpine 4 Technologies, Ltd.

2525 E Arizona Biltmore Cir, Suite 237
Phoenix AZ 85016
Email:kwilson@alpine4.com

With a copy which shall not constitute notice delivered to:

Kirton McConkie, P.C.
50 East South Temple Street, Suite 400
Salt Lake City, UT 84111
Attn: C. Parkinson Lloyd
Email: plloyd@kmclaw.com

If to Company:

Impossible Aerospace Corporation
919 Clark Way
Palo Alto, CA 94304
Attn: Albert S. Gore
Email: sg@impossible.aero

With a copy which shall not constitute notice delivered to:

M&H, LLP
525 Middlefield Road, Suite 250
Menlo Park, CA 94025
Attn: Patrick Kelly
Email: pkelly@mh-llp.com

Any Party may change the address to which notices, requests, demands, claims, and other communications hereunder are to be delivered by giving the other Parties notice in the manner herein set forth.

F. Governing Law. This Agreement will be governed by and construed in accordance with the domestic laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware.

G. Arbitration. Any dispute, controversy or claim arising out of or relating to this Agreement, shall be resolved by final and binding arbitration before a retired judge in San Jose, California. The prevailing party shall be awarded its arbitrator, expert and attorney fees, costs and expenses. Any interim or final award of the arbitrator may be entered in any court of competent jurisdiction.

H. Severability. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction will not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.

I. Attorneys and Expenses. All Parties have been represented by their own separate counsel in connection with this Agreement.

J. Construction. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, 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 of the provisions of this Agreement. Any reference to any federal, state, local, or foreign statute or law will be deemed also to refer to all rules and regulations promulgated thereunder, unless the context otherwise requires. The word "including" will mean including without limitation. Time is of the essence of each provision of this Agreement.

K. Incorporation of Exhibits. The Exhibits identified in this Agreement are incorporated herein by reference and made a part hereof.

N. Counterparts. This Agreement may be executed in one or more counterparts, including by means of facsimile, each of which will be deemed an original, and all of which together will constitute one and the same instrument.

O. Entire Agreement. This Agreement, including the attached Exhibits and documents referred to herein, constitutes the entire agreement among the Parties, and supersedes all prior or contemporaneous understandings or agreements, whether written or oral. Neither party has relied upon any promise, representation or undertaking not expressly set forth herein. To the extent that there is any conflict between any provision in this Agreement and any provision in any other agreement to which the Parties are also parties, the provision of this Agreement shall govern.

[Signature Page Follows]

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

ALPP:

ALPINE 4 TECHNOLOGIES, LTD.

By: /s/ Kent B. Wilson
Kent B. Wilson
President and Chief Executive Officer

COMPANY

Impossible Aerospace Corporation

By: /s/ Spencer Gore
Spencer Gore
President and CEO

MERGER SUB:

ALPP ACQUISITION CORPORATION 1, INC.

By: /s/ Kent B. Wilson
Kent B. Wilson
President and Chief Executive Officer

EXHIBIT A

Certificate of Merger

(Attached hereto)

EXHIBIT B

Consultant Agreement

(Attached hereto)

EXHIBIT C

RSU Agreement

(Attached hereto)

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EXHIBIT D

Additional RSU Agreement

(Attached hereto)

EXHIBIT E

Form of Closing Spreadsheet

(Attached hereto)

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CERTIFICATE OF DESIGNATION OF RIGHTS AND PREFERENCES FOR SERIES C CONVERTIBLE PREFERRED STOCK OF ALPINE 4 TECHNOLOGIES LTD.

Pursuant to Section 151 of the General Corporation Law of the State of Delaware, Alpine 4 Technologies Ltd., a Delaware corporation (the "Company"), does hereby certify:

FIRST: That pursuant to authority expressly vested in it by the Certificate of Incorporation of the Company, the Board of Directors of the Company has adopted the following unanimous consent resolutions establishing a new series of Preferred Stock of the Company, consisting of 2,028,572 shares designated "Series C Convertible Preferred Stock," with such powers, designations, preferences and relative participating, optional or other rights, if any, and the qualifications, limitations or restrictions thereof, as are set forth in the resolutions, and in the form of Certificate of Designation set forth in Appendix A hereto:

RESOLVED, that in the judgment of the Board of Directors of the Company, it is deemed advisable and in the best interests of the Company, and pursuant to the authority granted to the Board of Directors in the Company's Certificate of Incorporation, to amend the Company's Certificate of Incorporation to authorize and provide for the issuance of a preferred class of stock of the Company, including the creation and designation of a new series of preferred stock to be known as Series C Convertible Preferred Stock, par value $0.0001 per share (the "Series C Preferred Stock"), which Series C Preferred Stock may be issued in the discretion of the Management of the Company.

FURTHER RESOLVED, that the directors hereby create and establish a new series of preferred stock designated "Series C Convertible Preferred Stock," which series shall have the relative rights and preferences set forth in that certain Certificate of Designation of Rights and Preferences for Series C Preferred Stock (the "Certificate of Designation") attached hereto as Appendix A and by this reference incorporated herein.

FURTHER RESOLVED, that upon filing of the Amendment and the Certificate of Designation with the Secretary of State of Delaware, the officers of the Company are hereby authorized and permitted to issue shares of the Series C Preferred Stock.

FURTHER RESOLVED, that the forms of Amendment and Certificate of Designation be, and the same hereby are, adopted and approved in all respects, and that each of the executive officers of the Company be, and they hereby are, authorized and directed to execute and deliver said documents in substantially the forms attached hereto, with such changes therein as such officers shall, upon advice of counsel, approve, which approval shall be conclusively evidenced by such officers' execution thereof.

FURTHER RESOLVED, that the Chairman, the President, any Vice- President, and the Secretary of the Company be, and they hereby are, and each of them hereby is,

authorized and directed: (i) to execute, deliver and file, on behalf of the Company, the Amendment and the Certificate of Designation; (ii) upon filing of the Amendment and the Certificate of Designation with the Secretary of State of Delaware, to issue stock certificates representing shares of Series C Preferred Stock; (iii) to execute, deliver and file any and all additional certificates, documents or other papers, and to do any and all things which they may deem necessary or appropriate in order to authorize the new class of Preferred Stock, to authorize and issue the new Series C Preferred Stock of such class, and to implement and carry out all matters herein authorized pursuant to the intent and purpose of the foregoing resolutions.

FURTHER RESOLVED, that the actions of the officers and directors of the Company heretofore taken in connection with the authorization of the new class of Series C Preferred Stock be, and that same hereby are, ratified and approved in all respects.

SECOND: That said resolutions of the directors of the Company were duly adopted in accordance with the provisions of Section 151(g) of the General Corporation Law of the State of Delaware.

IN WITNESS WHEREOF, the undersigned hereby affirms, under penalties of perjury, that the foregoing instrument is the act and deed of the Company and that the facts stated therein are true.

Dated this 12th day of November, 2020.

ALPINE 4 TECHNOLOGIES LTD.

By: /s/ Kent Wilson
Name: Kent B. Wilson
Title: Chief Executive Officer

SERIES C CONVERTIBLE PREFERRED STOCK TERMS

1. Designation, Amount and Par Value. The series of preferred stock of Alpine 4 Technologies Ltd., a Delaware corporation (the "Corporation"), shall be designated as the Series C Convertible Preferred Stock (the "Series C Preferred Stock"), and the number of shares so designated and authorized shall be Two Million Twenty-eight Thousand Five Hundred Seventy-Two (2,028,572). Each share of Series C Preferred Stock shall have a par value of $0.0001 per share and a stated value of $3.50 per share (the "Stated Value").

2. Dividends. No dividends shall accrue on the Series C Preferred Stock. Dividends shall be payable only when, as, and if declared by the Board of Directors of the Corporation, equally and on a per share basis (one share of Series C Preferred Stock for each share of the applicable class of Common Stock), pari passu with any dividends declared by the Board of Directors of the Corporation and paid to the Class A, Class B, or Class C Common Stock of the Corporation.

3. Voting Rights. The Series C Preferred Stock will vote together with the Class A Common Stock on a one-vote-for-one-Preferred-share basis. As long as any shares of Series C Preferred Stock are outstanding, the Corporation shall not, without the affirmative vote or written consent of the Holders of a majority of the then outstanding shares of the Series C Preferred Stock, either directly or indirectly (by amendment, merger, consolidation, recapitalization, reclassification, or otherwise) (a) alter or change the powers, preferences or rights given to the Series C Preferred Stock or alter or amend this Certificate of Designation, (b) amend its Certificate of Incorporation or other charter documents in any manner that adversely affects any rights of the Holders, or (c) enter into any agreement or arrangement with respect to any of the foregoing.

4. Liquidation. Upon any liquidation, dissolution or winding-up of the Corporation, whether voluntary or involuntary (a "Liquidation"), the Holders of the Series C Preferred Stock shall participate on a per share basis with the holders of the Class A, Class B, and Class C Common Stock of the Corporation, and shall be entitled to share equally, on a per share basis, all assets of the Corporation of whatever kind available for distribution to the holders of all classes of the Common Stock. The Company shall mail written notice of any such Liquidation, not less than 45 days prior to the payment date stated therein, to each record holder of Series C Preferred Stock.

5. Automatic Conversion.

(a) Each share of Series C Preferred Stock will automatically convert into shares of the Corporation's Class A Common Stock on the earlier to occur of (a) the fifth day after the twenty-four month anniversary of the Original Issue Date or (b) the fifth day after the date on which the Corporation's Class A Common Stock first trades on a national securities exchange (including but not limited to NASDAQ, NYSE, or NYSE American but excluding OTCQX Market) (such date, the "Conversion Date").

(b) The number of shares of the Corporation's Class A Common Stock into which the Series C Preferred Stock shall be converted shall be determined by multiplying the number of shares of Series C Preferred Stock to be converted by the Stated Value, and then dividing that product by the Conversion Price. The Conversion Price shall be equal to the Variable Weighted Average Price ("VWAP") of the five Trading Days prior to the Conversion Date. "VWAP" shall be defined as the volume weighted average price of the Corporation's Class A Common Stock on the OTC Markets or other stock exchange or trading medium where such shares are traded as reported by Bloomberg, L.P. using the VWAP function. If for any reason, VWAP cannot be thus determined, "VWAP" shall mean the average closing or last sale prices over the five Trading Days prior to the Conversion Date of the Corporation's Class A Common Stock on the OTC Markets or such other exchange or trading medium.

(c) The Corporation shall provide to the Holder the calculations for determining the number of shares of Class A Common Stock issuable (the "Conversion Shares") upon the Automatic Conversion of the Series C Preferred Stock not later than fifteen (15) days following the Conversion Date (the "Conversion Notice Date").

(d) Mechanics of Conversion

i. Delivery of Conversion Shares Upon Conversion. Not later than five (5) Trading Days after the Conversion Notice Date (the "Share Delivery Date"), the Corporation shall deliver, or cause to be delivered, to the converting Holder the number of Conversion Shares being issued upon the conversion of the Series C Preferred Stock. The Corporation shall deliver the Conversion Shares electronically through the Depository Trust Company or another established clearing corporation performing similar functions.

ii. No Fractional Shares. No fractional shares of Class A Common Stock will be issued upon the Automatic Conversion. With respect to any fraction of a share of Class A Common Stock issuable upon the Automatic Conversion, an amount equal to such fraction multiplied by the Conversion Price shall be paid in cash to the holder of the Series C Preferred Stock by the Corporation.

(e) Restrictions on Resale. The Holder's sale of the Conversion Shares into the market or to any private purchaser shall be limited to not more than twenty-five percent (25%) of all Conversion Shares received by such Holder at the time of the Automatic Conversion in any given 120-day period, and this restriction on resale may be evidenced by legend placed on any certificate representing the Conversion Shares.

6. Certain Adjustments.

(a) Stock Dividends. If the Corporation, at any time while this Series C Preferred Stock is outstanding, pays a stock dividend or otherwise makes a distribution or distributions that is payable in shares of Class A Common Stock on shares of Class A Common Stock or any other Common Stock Equivalents, the Holders of Series C Preferred Stock shall be entitled to receive such dividend or distribution on the basis of each one share of Series C Preferred Stock

being entitled to receive the same dividend or distribution as each one share of Class A Common Stock.

(b) Stock Splits, Combinations, Reclassifications; No Adjustment to Conversion Price. If the Corporation, at any time while the Series C Preferred Stock is outstanding: (i) subdivides outstanding shares of Class A Common Stock into a larger number of shares, (ii) combines (including by way of a reverse stock split) outstanding shares of Class A Common Stock into a smaller number of shares, or (iii) issues, in the event of a reclassification of shares of the Class A Common Stock, any shares of capital stock of the Corporation, the Conversion Price shall not be correspondingly adjusted.

7. Corporation Redemption.

(a) At any time on or prior to the Conversion Date, the Corporation shall have the right to redeem (a "Corporation Redemption"), all (but not less than all), shares of the Series C Preferred Stock issued and outstanding at any time after the Original Issue Date, upon three (3) business days' notice, at a redemption price per share of Series C Preferred Stock then issued and outstanding (the "Corporation Redemption Price"), equal to the Stated Value.

(b) Any Corporation Redemption Notice delivered shall be irrevocable and shall be accompanied by a statement executed by Corporation duly authorized officer of the Corporation.

(c) The Corporation Redemption Price required to be paid by the Corporation to each Holder shall be paid in cash to each Holder of shares of Series C Preferred Stock no later than 5 calendar days from the date of mailing of the Corporation Redemption Notice (the "Corporation Redemption Payment Date").

8. Miscellaneous.

(a) Lost or Mutilated Preferred Stock Certificate. If a Holder's Series C Preferred Stock certificate shall be mutilated, lost, stolen or destroyed, the Corporation shall execute and deliver, in exchange and substitution for and upon cancellation of a mutilated certificate, or in lieu of or in substitution for a lost, stolen or destroyed certificate, a new certificate for the shares of Series C Preferred Stock so mutilated, lost, stolen or destroyed, but only upon receipt of evidence of such loss, theft or destruction of such certificate, and of the ownership hereof reasonably satisfactory to the Corporation.

(b) Waiver. Any of the rights, powers, preferences and other terms of the Series C Preferred Stock set forth herein may be waived on behalf of all holders of Series C Preferred Stock by the affirmative vote or written consent of Holders of a majority of the then-outstanding Series C Preferred Stock. Any provision of this Certificate of Designation that may be waived by the Corporation must be waived in writing.

(c) Status of Converted or Redeemed Preferred Stock. Shares of Series C Preferred Stock may only be issued pursuant to a purchase agreement or agreement and plan of merger. If any shares of Series C Preferred Stock shall be converted, canceled, redeemed, or

reacquired by the Corporation, such shares shall resume the status of authorized but unissued shares of preferred stock and shall no longer be designated as Series C Preferred Stock.

9. Definitions. For the purposes hereof, the following terms shall have the following meanings:

"Class A Common Stock" means the Class A Common Stock, $0.0001 par value per share, of the Corporation, and stock of any other class into which such shares may hereafter have been reclassified or changed.

"Common Stock Equivalents" means any securities of the Corporation or the Subsidiaries which would entitle the holder thereof to acquire at any time Class A Common Stock, including, without limitation, any debt, preferred stock, rights, options, warrants or other instrument that is at any time convertible into or exercisable or exchangeable for, or otherwise entitles the holder thereof to receive, Class A Common Stock.

"Conversion Date" shall have the meaning set forth in Section 5(a).

"Conversion Shares" means, collectively, the shares of Class A Common Stock issued or issuable upon conversion of the shares of Series C Preferred Stock in accordance with the terms hereof.

"Corporation Redemption" has the meaning set forth in Section 7.

"Corporation Redemption Price" has the meaning set forth in Section 7.

"Corporation Redemption Payment Date" has the meaning set forth in Section 7.

"Corporation Redemption Notice" has the meaning set forth in Section 7.

"DTC" means the Depository Trust Company.

"DTC/FAST Program" means the DTC's Fast Automated Securities Transfer Program.

"DWAC Eligible" means that (a) the Common Stock is eligible at DTC for full services pursuant to DTC's Operational Arrangements, including without limitation transfer through DTC's DWAC system, (b) the Corporation has been approved (without revocation) by the DTC's underwriting department, (c) the Transfer Agent is approved as an agent in the DTC/ FAST Program, (d) the Conversion Shares are otherwise eligible for delivery via DWAC, and (e) the Transfer Agent does not have a policy prohibiting or limiting delivery of the Conversion Shares via DWAC.

"Holders" means Holders of the Series C Preferred Stock.

"Original Issue Date" means the date of the first issuance of any shares of the Series C Preferred Stock.

"Person" means an individual or corporation, partnership, trust, incorporated or unincorporated association, joint venture, limited liability company, joint stock company, government (or an agency or subdivision thereof) or other entity of any kind.

"Securities" means the Series C Preferred Stock and the Conversion Shares.

"Series C Preferred Stock" shall mean the Series C Convertible Preferred Stock.

"Trading Day or Date" means a day on which the principal Trading Market is open for business.

"Trading Market" means any of the following markets or exchanges on which the Common Stock (or any other common stock of any other Person that references the Trading Market for its common stock) is listed or quoted for trading on the date in question: The NASDAQ Global Market, The NASDAQ Global Select Market, The NASDAQ Capital Market, the New York Stock Exchange, NYSE Arca, the NYSE MKT, or the OTCQX Marketplace, the OTCQB Marketplace, the OTCPink Marketplace or any other tier operated by OTC Markets Group Inc. (or any successor to any of the foregoing).

CONSULTANT AGREEMENT

This CONSULTANT AGREEMENT (this "***Agreement***") is entered into on November 13, 2020 by and between Impossible Aerospace Corporation, a Delaware corporation ("***Company***"), and the consultant named on the signature page hereto ("***Consultant***"). Alpine 4 Technologies, Ltd., a Delaware corporation ("***ALPP***") is a party hereto for certain limited purposes under the Agreement.

WHEREAS, concurrent with the execution of this agreement, the Company, ALPP and other parties thereto are entering into a Merger Agreement (as it may be amended, modified or supplemented in accordance with its terms, the "***Merger Agreement***"); and

WHEREAS, following the closing of the transaction contemplated under the Merger Agreement (the "***Closing***"), the Company desires to have the services of Consultant as set forth in this Agreement.

NOW, THEREFORE, for good and valuable consideration, the parties hereto agree as follows:

1. THE SERVICES. Subject to the terms of this Agreement, Company hereby engages Consultant to perform, and Consultant shall perform, such services (the "***Services***") as specified in Exhibit A attached hereto, as amended from time to time in writing signed by Company and Consultant (the "***Scope of Services***"). Spencer Gore shall perform the Services on behalf of Consultant.

2. TERM; TERMINATION.

2.1. **Term**. This Agreement shall come into effect immediately following the Closing (the "***Effective Date***") and will terminate automatically on the earlier of prior written notice by either party to the other of termination ("***Termination Notice***") of the Services for any or no reason (subject to Section 2.3 below).

2.2. **Termination of Services for Cause or Good Reason**.

(a) "Cause" for the Company to terminate the Consultant's Services hereunder shall mean the occurrence of any of the following events, as determined by the Board of Directors of the Company (the "***Board***") or a committee designated by the Board in good faith.

(i) The Consultant's conviction of any felony or any crime involving moral turpitude or dishonesty;

(ii) The Consultant's participation in a fraud involving or against the Company;

(iii) The Consultant's willful and material breach of the Consultant's duties hereunder that is not cured within thirty (30) days after the Consultant's written notice from the Board of such a breach; or

(iv) The Consultant's intentional and material damage to the Company's property.

(b) "Good Reason" for the Consultant to terminate his or her Services hereunder shall mean the occurrence of any of the following events without the Consultant's consent:

(i) A material change in the geographic location at which the Consultant must perform his or her duties to a point that is located more than fifty (50) miles from the Consultant's residence as set forth on the signature page hereto or, in the event that the Consultant elects to perform the services required by this agreement at any other business office established by the Company, a material change in the geographic location at which the Consultant must perform his or her duties to a point that is located more than fifty (50) miles from such business office; or

(ii) The imposition of work requirements that are illegal or excessively hazardous.

2.3. **Termination Notice**. If either party gives a Termination Notice, then this Agreement will terminate one (1) week after the other party's receipt of the Termination Notice; *provided* that if the Services are terminated by the Company without Cause or by Consultant for Good Reason, (i) the unpaid portion of the cash fee set forth on Exhibit A shall immediately become due and payable, and (ii) the time-based vesting of all of the Restricted Stock Units set forth in Exhibit A hereto will accelerate in full with respect to the Service-Based Requirement (as such term is defined in Exhibit A) effective immediately as of the date of such termination of the Services.

2.4. **Effect of Termination**. Termination of this Agreement will constitute termination of the consultancy services. Notwithstanding the foregoing, Sections 2.3, 3 through 7, and Exhibit A of this Agreement will survive termination of this Agreement and Consultant, ALPP and the Company shall remain bound thereby.

3. COMPENSATION; PAYMENTS; EXPENSES.

3.1. **Compensation**. Company will pay Consultant the cash fee and grant Spencer Gore the equity grants set forth in the Scope of Services as Consultant's sole compensation for the Services. Unless otherwise expressly provided in the Scope of Services, upon termination of this Agreement for any reason, Consultant will be paid fees for Services that have been completed or rendered. Unless otherwise expressly provided in the Scope of Services, payment to Consultant of undisputed fees will be due thirty (30) days after Company's receipt of an invoice that contains accurate records of the work performed sufficient to document the invoiced fees.

3.2. **Taxes**. Consultant hereby directs Company not to withhold any income, social security, state disability, or other taxes that may be applicable to Consultant. Consultant hereby represents that Consultant is an independent contractor and will pay such taxes on Consultant's own behalf.

3.3. **Expenses**. Company will reimburse Consultant for all "out of pocket" expenses incurred in rendering the Services.

4. COVENANTS, REPRESENTATIONS AND WARRANTIES. Consultant hereby covenants, represents and warrants to Company that:

4.1. **Performance of Services**. The Services shall be performed in a professional and workmanlike manner and in accordance with industry standards. Any deliverables provided by Consultant shall comply with the requirements set forth in the Scope of Services. Consultant shall not subcontract or assign Services without Company's prior written consent.

4.2. **Employees and Contractors**. If Consultant is a Company or other entity, (a) the undersigned has authority to bind Consultant to this Agreement and that all of Consultant's employees and contractors who will provide Services hereunder have executed written agreements with Consultant containing confidentiality and assignment of invention provisions consistent with those in Sections 5 and 6 hereof, and (b) Consultant shall be solely responsible for all acts and omissions of its employees and contractors and for all payments to its employees and contractors, including, without limitation, tax withholding.

4.3. **No Conflicts**. Consultant's performance of all the terms of this Agreement and Consultant's work for Company does not and will not breach any invention, assignment or proprietary information agreement with any former employer or other party, or create any conflict of interest with anyone. Consultant will not enter into any other agreement with any other person or entity, either written or oral, in conflict with the terms of this Agreement.

4.4. **Limitation on Disclosures**. Consultant will not disclose to Company or use for the benefit of Company any confidential information of a third party or derived from sources other than engagement with Company or association with Company during any period of consultancy.

4.5. **No Conflicts of Interest**. During the term of this Agreement, Consultant will not without the prior written approval of the Company directly or indirectly participate in or assist any business that is a current or potential supplier, customer or competitor of Company; *provided, however*, that Consultant may invest in such companies to an extent not exceeding one percent (1%) of the total outstanding shares in each of one or more such companies whose shares are listed on a national securities exchange or quoted daily by NASDAQ.

4.6. **Non-Solicitation**. During Consultant's engagement with Company and for one (1) year after the termination of the engagement with Company for any or no reason, in order to enable Company to maintain a stable work force and to operate its business, Consultant shall not, without the prior written consent of the Company, either directly or indirectly solicit, induce, recruit or encourage any of Company's employees, contractors, vendors or customers to leave their employment or engagement with Company, either for Consultant or for any other person or entity.

5. CONFIDENTIALITY.

5.1. **Definition of Confidential Information**. For the purposes of this Agreement, "***Confidential Information***" shall mean all information disclosed by Company to Consultant, whether during or before the term of this Agreement, that is acknowledged as confidential by Company or whose confidential nature is reasonably apparent based on the circumstances under which the information was made available, including without limitation: (a) all matters of a technical nature, such as trade secrets, intellectual property, know-how, formulae, computer programs, source code, object code, machine code, routines, algorithms, software and documentation, secret processes or machines, inventions and research projects; (b) all matters of a business nature, such as information about costs, profits, markets, sales, customers, business contacts, suppliers, and employees (including salary, evaluation, and other personnel data); (c) all plans for further development; and (d) any other information of a similar nature. Although certain information or technology may be generally known in the relevant industry, the fact that Company uses it, and how Company uses it, may not be so known, and therefore is Confidential Information. Furthermore, the fact that various fragments of information or data may be generally known in the relevant industry does not mean that the manner in which Company combines them and the results obtained thereby are so known, and in such instance that fact also is Confidential Information. For the avoidance of doubt, Confidential Information may include proprietary or confidential information of any third party disclosed to Company under condition of confidentiality. Notwithstanding the foregoing, "Confidential Information" does not include information that Consultant can demonstrate by documentation: (w) was

already known to Consultant without restriction on use or disclosure prior to receipt of such information from Company; (x) was or is independently developed by Consultant without reference to or use of any Confidential Information; (y) was or becomes generally known by the public other than by breach of this Agreement; or (z) was received by Consultant from a third party who was not, at the time, under any obligation to maintain the confidentiality of such information.

5.2. **Obligations of Confidentiality and Limited Use**. Consultant shall regard and preserve as confidential, and shall not divulge to unauthorized persons or use, or authorize or encourage persons who are under Consultant's direction or supervision to use, for any unauthorized purposes, either during or after the term of the engagement, any Confidential Information.

5.3. **Exceptions to Obligations of Non-Disclosure**. Notwithstanding the foregoing nondisclosure obligations:

(a) Consultant may disclose Confidential Information to the extent required by law or valid order of a court or other governmental authority; *provided* that Consultant shall first have given notice to Company and shall have made a reasonable effort to obtain a protective order requiring that the Confidential Information so disclosed be used only for the purposes for which the order was issued; and

(b) Pursuant to 18 U.S.C. Section 1833(b), Consultant shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that is made: (i) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney, and solely for the purpose of reporting or investigating a suspected violation of law; or (ii) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

5.4. **Return of Confidential Information**. Upon request by Company, Consultant agrees to promptly deliver or destroy (as instructed by Company) to Company the original and any copies of Confidential Information, whether physical or digital.

6. OWNERSHIP RIGHTS.

6.1. **Ownership of Inventions**. Consultant will promptly disclose in writing to the Company all inventions (whether or not patentable), ideas, improvements, techniques, know-how, concepts, processes, discoveries, developments, designs, formulae, artwork, content, software programs, other copyrightable works, trade secrets, technology, algorithms, data and any other work product created, conceived or developed by Consultant (whether alone or jointly with others) for Company during or before the term of this Agreement in connection with the Services or which relate to any Confidential Information (collectively, "***Inventions***"). Consultant hereby agrees that all Inventions and all right, title and interest therein, including without limitation patents, patent rights, copyrights, mask work rights, trade secret rights and other intellectual property rights anywhere in the world (collectively "***Rights***"), are the sole property of Company. Consultant agrees to assign and hereby assigns to Company all Inventions and all Rights. Consultant agrees to perform all acts deemed necessary or desirable by Company to permit and assist it in evidencing, perfecting, obtaining, maintaining, defending and enforcing its Rights and/or Consultant's assignment with respect to such Inventions in any and all countries. Such acts may include without limitation the execution of documents and assistance or cooperation in legal proceedings. Consultant hereby irrevocably designates and appoints Company and its duly authorized officers and agents as Consultant's agents and attorneys-in-fact to act for and on behalf and instead of Consultant to execute and file any documents and to do all other lawfully permitted acts to further the above purposes with the same legal force and effect as if executed by Consultant.

6.2. **Ownership of Confidential Information**. As between the parties, Consultant hereby agrees that all Confidential Information and rights therein are the sole property of Company. Consultant agrees to assign and hereby assigns to Company any rights or interests Consultant may have or acquire in Confidential Information and all rights relating to all Confidential Information.

6.3. **License to Preexisting IP**. Consultant agrees not to use or incorporate into Inventions any intellectual property developed by any third party or by Consultant other than in the course of performing the Services ("***Preexisting IP***"). In the event Consultant uses or incorporates Preexisting IP into Inventions, Consultant hereby grants to Company a non-exclusive, perpetual, fully-paid and royalty-free, irrevocable and worldwide right, with the right to sublicense through multiple levels of sublicensees, to use, reproduce, distribute, create derivative works of, publicly perform and publicly display in any medium or format, whether now known or later developed, such Preexisting IP incorporated or used in Inventions. However, in no event will Consultant incorporate into Inventions any software code licensed under the GNU GPL or LGPL or any similar "open source" license. Consultant represents and warrants that Consultant has an unqualified right to license to Company all Preexisting IP as provided in this Section 6.3.

7. GENERAL TERMS.

7.1. **Relationship of the Parties**. Company and Consultant are and will remain independent contractors as to each other, and no joint venture, partnership, agency or other relationship which would impose liability upon one party for the act or failure to act of the other will be created or implied hereby or herefrom. Consultant will not be covered under Company employee benefit plans. Except as expressly set forth herein, each party will bear full and sole responsibility for its own expenses, liabilities, costs of operation and the like. Neither party will have any power to bind the other party or to assume or to create any obligation or responsibility, express or implied, on behalf or in the name of the other party.

7.2. **Severability; Amendment; Waiver**. If the application of any provision or provisions of this Agreement to any particular facts or circumstances is held to be invalid or unenforceable by any court of competent jurisdiction, then the validity and enforceability of such provision or provisions as applied to any other particular facts or circumstances and the validity of other provisions of this Agreement will not in any way be affected or impaired thereby. This Agreement may not be amended or waived except in a written amendment executed by Consultant and an officer of Company and ALPP. The waiver of any one default will not waive any other default.

7.3. **Governing Law**. This Agreement shall be governed in all respects by the laws of the United States of America and by the laws of the State of California, without giving effect to any conflicts of laws principles that require the application of the law of a different jurisdiction. The prevailing party will be entitled to reasonable attorneys' fees and expenses.

7.4. **Notices**. Any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows with notice deemed given as indicated: (a) by personal delivery when delivered personally; (b) by overnight courier upon written verification of receipt; (c) by telecopy or facsimile transmission upon acknowledgment of receipt of electronic transmission; or (d) by certified or registered mail, return receipt requested, upon verification of receipt. Notice shall be sent to the addresses set forth in the signature block below or such other address as either party may specify in writing.

7.5. **Assignment**. Neither party shall assign this Agreement without the prior written consent of the other party. This Agreement will inure to the benefit of and will be binding upon the successors and permitted assigns of the parties, including without limitation any entity acquiring all or

substantially all of the assets or voting stock of Company and any wholly-owned U.S. subsidiary of Company.

7.6. **Interpretation**. The language of this Agreement will be construed as a whole according to its fair meaning, and not strictly for or against any of the parties. The section headings in this Agreement are solely for convenience and will not be considered in its interpretation.

7.7. **Counterparts; Exhibits**. This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. The exhibits referred to herein and annexed hereto are hereby incorporated into and made a part of this Agreement.

[Signature page follows]

IN WITNESS WHEREOF, for the purpose of binding the parties hereto to this Agreement, the parties or their duly authorized representatives have signed their names on the dates indicated below. Consultant understands that, notwithstanding the date of execution or acceptance by Company, this Agreement is effective as of the Effective Date.

COMPANY

IMPOSSIBLE AEROSPACE CORPORATION.

By: /s/ Spencer Gore
Name: Spencer Gore
Title: President and CEO

ALPP

ALPINE 4 TECHNOLOGIES, LTD.

By: /s/ Kent Wilson
Name: Kent Wilson
Title: President

CONSULTANT

VMG ROBOTICS, LLC

By: /s/ Spencer Gore
Name: Spencer Gore
Title: Managing Member

Address: _____

_____

_____

Phone: _____

Email: _____

EXHIBIT A

SCOPE OF SERVICES AND COMPENSATION

Services

Reporting Relationships: This position will report directly to the COO and CEO of ALPP and the Company.

Consultant will:

- Provide input on Strategic planning and execution to enhance profitability, productivity and efficiency throughout the company's operations.
- Ensure that all the knowledge transfer of; design specifications, patent input, operational systems, US-1 production techniques, customer base, 3rd party software and internally written code is transferred and properly understood.

Compensation

Cash Fee

ALPP shall pay or cause the Company to pay to Consultant an aggregate of $250,000.00 in accordance with the following payment schedule.

Payment Due Date	**Amount of Payment**
January 20, 2021	$41,666.67
April 20, 2021	$41,666.67
January 20, 2022	$83,333.33
January 20, 2023	$83,333.33
Total	**$250,000.00**

Each such payment shall be made by ALPP or the Company in such amount and on or before the applicable payment due date. Notwithstanding the foregoing, in the event of a Change of Control (as such term is defined below), 100% of the unpaid portion of the cash fee shall be paid prior to or concurrent with the closing of such Change of Control.

Equity

Initial Grant. As compensation for the Services, on the Closing Date (as such term is defined in the Merger Agreement), ALPP will grant or cause the Company to grant to Mr. Gore a number of Series C Preferred Stock restricted stock units ("***Restricted Stock Units***") of ALPP with a grant date fair value equal to $850,000.00.

Additional Grant. Pursuant to the Merger Agreement, ALPP has reserved additional shares of ALPP Series C Preferred Stock with a grant date fair value equal to $250,000.00 (the "***Advisor Pool***"), which shall be reserved and available for grant to engage other former employees of Company prior to the

merger (the "***Former Employees***") for advisory services. ALPP may issue Restricted Stock Units from the Advisor Pool to Former Employees as it sees fit for a period of six (6) months from the Effective Date. The Company may opt instead to issue cash payments (the "***Payments***") to Former Employees for consulting services in lieu of shares from the Advisor Pool. In this case, shares may be canceled from the Advisor Pool in value equal to the Payments.

In the event that there are any shares remaining in the Advisor Pool on the earlier of (i) the six (6) month anniversary of the Effective Date or (ii) the termination of Consultant's Services by the Company without Cause or by the Consultant for Good Reason, ALPP shall grant or cause the Company to grant Mr. Gore an additional number of Restricted Stock Units of ALPP with a grant date fair value equal to the value of the shares remaining in the Advisor Pool as of such date (the "***Additional Restricted Stock Units***"). For the avoidance of doubt, if the value of Series C Preferred Stock is set by ALPP at a value other than $3.50 per share, all Restricted Stock Unit grants will have their share counts proportionally adjusted.

Vesting of Restricted Stock Unit Grants: Two vesting requirements will be required to be satisfied for a Restricted Stock Unit to vest: a time and service-based requirement (the "***Service-Based Requirement***"); and the "***Trigger Event Requirement***" (defined below). A Restricted Stock Unit shall actually vest (and therefore becomes a "***Vested RSU***") on the first date upon which both the Service-Based Requirement and the Trigger Event Requirement are satisfied with respect to that particular Restricted Stock Unit (the "***Vesting Date***").

Service-Based Requirement:

- The Service-Based Requirement for each Restricted Stock Unit grant pursuant to this Agreement will be satisfied in equal monthly installments as follows: 1/6 of the RSUs will have the Service-Based Requirement satisfied in equal monthly installments during the 6 months following the Effective Date, subject to the Consultant's continuous provision of Services. For the avoidance of doubt, the Additional Restricted Stock Units will have satisfied the Service-Based Requirement in full on the date of grant.
- Acceleration: In the event that Consultant's Services with the Company are terminated by the Company (or its successor) without Cause (as defined in the Agreement), or by the Consultant for Good Reason (as defined in the Agreement) on account of or within six (6) months following the Effective Date, all of the Restricted Stock Unit awards granted to Consultant or required to be granted to Consultant pursuant to the terms of this Agreement shall automatically vest in full solely with respect to the Service-Based Requirement as of the date of such termination.

Trigger Event Requirement:

- The Trigger Event Requirement shall be satisfied in full on the earlier of (A) the fifth day after the date on which (i) the Corporation's Class A Common Stock first trades on a national securities exchange (including but not limited to NASDAQ, NYSE, or NYSE American, but excluding, for the avoidance of doubt, the OTCQX), (ii) the Company's capital stock has five days of trading volume over >$5 million, and (iii) such shares of capital stock issued upon settlement of the RSUs are registered with the Securities and Exchange Commission, or (B) a Change of Control. For purposes of this Agreement, "Change of Control" means (i) a sale of all or substantially all of the assets of the Company and its subsidiaries taken as a whole or (ii) a merger, consolidation or other similar business combination involving the Company, if, upon completion of such transaction the beneficial owners of voting equity securities of the Company immediately prior to the transaction beneficially own less than fifty percent of the successor entity's voting equity securities; provided, that "Change of Control" shall not include a transaction where the consideration received or retained by the holders of the then outstanding

capital stock of the Company does not consist primarily of (i) cash or cash equivalent consideration, (ii) securities which are registered under the Securities Act of 1933, as amended (the "Securities Act").

Upon settlement of the Vested RSUs, Mr. Gore shall have the right to begin converting Series C Preferred Stock shares issued upon settlement of the Restricted Stock Units to Class A Common Stock shares of ALPP. The number of shares of the Corporation's Class A Common Stock into which the Series C Preferred Stock shares shall be convertible shall be determined by multiplying the number of shares of Series C Preferred Stock to be converted by $3.50, and then dividing that product by the Conversion Price (as such term is defined in the Merger Agreement).

ALPINE 4 TECHNOLOGIES LTD.
NOTICE OF RESTRICTED STOCK UNIT AWARD

Name: Spencer Gore

Address: _____

You ("***Recipient***") have been granted an award of Restricted Stock Units ("***RSUs***") subject to the terms and conditions of this Notice and the attached Award Agreement (Restricted Stock Units) (hereinafter *"**Agreement***").

Number of RSUs:	242,857 shares of Series C Convertible Preferred Stock of Alpine 4 Technologies Ltd., a Delaware corporation (the "***Company***").
Date of Grant:	November 13, 2020
Vesting Commencement Date:	[Insert date of Closing].
Vesting:	Recipient will receive a benefit with respect to an RSU only if it vests on or before the Expiration Date (defined below). Two vesting requirements must be satisfied for an RSU to vest: a time and service-based requirement (the "***Service-Based Requirement***"); and the "***Trigger Event Requirement***" (defined below). An RSU shall actually vest (and therefore becomes a "***Vested RSU***") on the first date upon which both the Service-Based Requirement and the Trigger Event Requirement are satisfied with respect to that particular RSU (the "***Vesting Date***").
Trigger Event Requirement:	The earlier of (1) The fifth day after the date on which (i) the Corporation's Class A Common Stock first trades on a national securities exchange (including but not limited to NASDAQ, NYSE, or NYSE American, but excluding the OTCQX Market), (ii) the Company's capital stock has five days of trading volume over >$5 million, and (iii) such shares of capital stock issued upon settlement of the RSUs are registered with the Securities and Exchange Commission, or (2) the closing date of a Change of Control (as such term is defined in the Agreement) (provided that the Change of Control constitutes a "change in ownership or control" within the meaning of Section 409A) (each, a "***Trigger Event Requirement***").

Service-Based Vesting Requirement: The Service-Based Requirement will be satisfied in installments over 6 months as follows: 1/6 of the RSUs will have the Service-Based Requirement satisfied in equal monthly installments during the 6 months following the Vesting Commencement Date, subject to the Recipient's continuous Service during each such period.

If Recipient's services to the Company are terminated by the Company without Cause or by Consultant for Good Reason, the vesting of 100% of the then-unvested Service-Based Requirement RSUs shall accelerate and become vested.

In the event of a Change of Control, the vesting of 100% of the then-unvested RSUs shall accelerate and become vested.

Each tranche of RSUs that vests, or is scheduled to vest, pursuant to this Notice is hereby designated as a "separate payment" for purposes of Treasury Regulation Section 1.409A-2(b)(2).

Notwithstanding the above vesting schedules and anything to the contrary in this Notice, the Agreement or any other prior or future agreement that purportedly applies to the RSUs, in no event shall the vesting or settlement of the RSUs be accelerated or deferred in connection with any event or otherwise unless such acceleration or deferral is specifically approved by the Board after taking into account the impact of such acceleration or deferral under the requirements of Section 409A of the Internal Revenue Code of 1986, as amended, the regulations and other guidance there under and any state law of similar effect (collectively, "***Section 409A***").

Settlement: If an RSU vests as provided for above, the Company will deliver one share of Series C Preferred Stock (each, a "***Share***") for each Vested RSU. The Shares will be issued in accordance with the issuance schedule set forth in Section 1 of the Agreement.

Expiration Date: If an RSU has not vested (i.e., both the Service-Based Requirement and the Trigger Event Requirement satisfied) on or before 5:00 p.m. Pacific Time on the tenth anniversary of the Date of Grant (the "***Expiration Date***"), the RSU shall expire on the Expiration Date, unless earlier terminated pursuant to the provisions of this Agreement.

You understand that your employment or consulting relationship or service with the Company is for an unspecified duration, can be terminated at any time (i.e., is "at-will"), and that nothing in this Notice or the Agreement changes the at-will nature of that relationship. You also understand that this Notice is subject to the terms and conditions of the Agreement which is incorporated herein by reference. Recipient has read the Agreement.

RECIPIENT		ALPINE 4 TECHNOLOGIES LTD.	
Signature:	/s/ Spencer Gore	By:	/s/ Kent Wilson
Print Name:	Spencer Gore	Name:	Kent Wilson
		Title:	President

AWARD AGREEMENT (RESTRICTED STOCK UNITS)

You ("***Recipient***") have been granted Restricted Stock Units ("***RSUs***") subject to the terms, restrictions and conditions of the Notice of Restricted Stock Unit Award (the "***Notice***") and this Agreement.

1. Settlement. Settlement of RSUs shall be made within 30 days following the date that an RSU becomes a Vested RSU under the vesting schedule set forth in the Notice. Settlement of Vested RSUs shall be in shares of Series C Convertible Preferred Stock (the "***Preferred Shares***") of Alpine 4 Technologies Ltd. (the "***Company***").

2. No Stockholder Rights. Unless and until such time as Preferred Shares are issued in settlement of Vested RSUs, Recipient shall have no ownership of the Preferred Shares allocated to the RSUs and shall have no right to dividends or to vote such Preferred Shares.

3. No Dividend Equivalents. Dividends, if any (whether in cash or any securities of the Company), shall not be credited to Recipient on RSUs.

4. No Transfer. The RSUs and any interest therein shall not be sold, assigned, transferred, pledged, hypothecated, or otherwise disposed of.

5. Termination. If Recipient's service with the Company terminates other than for Cause or Good Reason prior to the Vesting Date, all unvested RSUs shall be forfeited to the Company forthwith, and all rights of Recipient to such RSUs shall immediately terminate.

6. Withholding and Net Issuance of the Shares. When, under applicable tax laws, Recipient incurs tax liability in connection with the vesting or settlement of any RSUs or issuance of Preferred Shares in connection therewith that is subject to tax withholding by the Company, the Company shall satisfy the minimum tax withholding obligation on behalf of the Recipient and shall withhold from the Preferred Shares to be issued, the number of Preferred Shares having a Fair Market Value (determined on the date that the amount of tax to be withheld is determined) equal to the amount required to be withheld for income and employment taxes.

7. U.S. Tax Consequences. Recipient acknowledges that there will be tax consequences upon settlement of the RSUs or disposition of the Preferred Shares, if any, received in connection therewith, and Recipient should consult a tax adviser regarding Recipient's tax obligations prior to such settlement or disposition. Upon vesting of each RSU, Recipient will include in income the Fair Market Value of the Preferred Shares subject to such RSU. The included amount will be treated as ordinary income by Recipient and will be subject to withholding by the Company when required by applicable law. Upon disposition of the Preferred Shares, any subsequent increase or decrease in value will be treated as short-term or long-term capital gain or loss, depending on whether the Preferred Shares are held for more than one year from the date of settlement. Further, RSUs may be considered a deferral of compensation that may be subject to Section 409A of the Code. Section 409A of the Code imposes special rules to the timing of making and effecting certain amendments of this Agreement with respect to distribution of any deferred compensation. You should consult your personal tax advisor for more information on the actual and potential tax consequences of this Agreement.

8. Acknowledgement. The Company and Recipient agree that the RSUs are granted under and governed by the Notice and this Agreement. Recipient: (i) acknowledges receipt of a copy of the Notice, (ii) represents that Recipient has carefully read and is familiar with its provisions, and (iii) hereby accepts the RSUs subject to all of the terms and conditions set forth herein and those set forth in the Notice.

9. Entire Agreement; Enforcement of Rights. This Agreement and the Notice constitute the entire agreement and understanding of the parties relating to the subject matter herein and supersede all prior discussions between them. Any prior agreements, commitments or negotiations concerning the RSUs granted hereunder are superseded. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, shall be effective unless in writing and signed by the parties to this Agreement. The failure by either party to enforce any rights under this Agreement shall not be construed as a waiver of any rights of such party.

10. Compliance with Laws and Regulations. The issuance of the RSUs and the Preferred Shares in settlement thereof will be subject to and conditioned upon compliance by the Company and Recipient with all applicable state and federal laws and regulations and with all applicable requirements of any stock exchange or automated quotation system on which the Company's Class A Common Stock may be listed or quoted at the time of such issuance or transfer.

11. Governing Law; Severability. If one or more provisions of this Agreement are held to be unenforceable under applicable law, the parties agree to renegotiate such provision in good faith. In the event that the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (i) such provision shall be excluded from this Agreement, (ii) the balance of this Agreement shall be interpreted as if such provision were so excluded and (iii) the balance of this Agreement shall be enforceable in accordance with its terms. This Agreement and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto shall be governed, construed and interpreted in accordance with the laws of the State of Delaware, without giving effect to principles of conflicts of law.

12. No Rights as Employee, Director or Consultant. Nothing in this Agreement shall confer on Recipient any right to continue in the employ of, or other relationship with, the Company or any Parent or Subsidiary of the Company, or affect in any manner whatsoever the right or power of the Company, or a Parent or Subsidiary of the Company, to terminate Recipient's service, for any reason, with or without cause.

13. Certificates. All certificates for Preferred Shares or other securities delivered upon settlement of the RSUs will be subject to such stock transfer orders, legends and other restrictions as the Committee may deem necessary or advisable, including restrictions under any applicable federal, state or foreign securities law, or any rules, regulations and other requirements of the SEC or any stock exchange or automated quotation system upon which the Shares may be listed or quoted. The Company shall issue the Preferred Shares registered in the name of Recipient, Recipient's authorized assignee, or Recipient's legal representative.

14. Administration. This Agreement and the Notice shall be administered by the Board of Directors of the Company (the "***Board***"). The Board shall have the authority to (i) construe and interpret the Notice and this Agreement, (ii) prescribe, amend and rescind rules and regulations relating to the RSUs; (iii) grant waivers of conditions subject to the RSUs; (iv) correct any defect, supply any omission or reconcile any inconsistency in this Agreement; and (v) make all other determinations necessary or advisable for the administration of the Notice and this Agreement; provided, however, that the Board will not, without the approval of the Recipient, amend or modify this Agreement in any manner that impairs the rights of Recipient.

15. Board Discretion. Any determination made by the Board with respect to the RSUs may be made in its sole discretion at any time, unless in contravention of any express term of this Agreement which requires such determination to be made at the time of grant of the RSUs, and such determination will be final and binding on the Company and the Recipient. Notwithstanding anything to the contrary, administration of the Notice and this Agreement shall at all times be limited by the requirement that any administrative action or exercise of discretion shall be void (or suitably modified when possible) if necessary to avoid the application to Recipient of taxation under Section 409A of the Code.

16. Disputes. Any dispute regarding the interpretation of this Agreement shall be submitted by Recipient or the Company to the Board for review. The resolution of such a dispute by the Board shall be final and binding on the Company and Recipient.

17. Compliance with Section 409A of the Code. This Award is intended to comply with the "short-term deferral" rule set forth in U.S. Treasury Regulation Section 1.409A- 1(b)(4). Notwithstanding the foregoing, if it is determined that the Award fails to satisfy the requirements of the short-term deferral rule and is otherwise deferred compensation subject to Code Section 409A, and if you are a "Specified Employee" (within the meaning set forth Section 409A(a)(2)(B)(i) of the Code) as of the date of your separation from service (within the meaning of U.S. Treasury Regulation Section 1.409A-1(h)), then the issuance of any Shares pursuant to this Award that would otherwise be made upon the date of the separation from service or within the first six months thereafter will not be made on the originally scheduled date(s) and will instead be issued in a lump sum on the date that is six months and

one day after the date of the separation from service, with the balance of the Shares issued thereafter in accordance with the original vesting and issuance schedule set forth above, but if and only if such delay in the issuance of the Shares is necessary to avoid the imposition of taxation on you in respect of the Shares under Section 409A of the Code. Each installment of Shares that vests is intended to constitute a "separate payment" for purposes of U.S. Treasury Regulation Section 1.409A-2(b)(2). Notwithstanding any contrary provision of the Notice of Grant or of this Agreement, under no circumstances will the Company reimburse you for any taxes or other costs under Code Section 409A or any other tax law or rule. All such taxes and costs are solely your responsibility.

18. Successors and Assigns. The Company may assign any of its rights under this Agreement. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Company. Subject to the restrictions on transfer set forth herein, this Agreement shall be binding upon Recipient and Recipient's heirs, executors, administrators, legal representatives, successors and assigns.

19. Amendment of the Agreement. The Board may at any time amend this Agreement in any respect; provided, however, that the Board will not, without the approval of the Recipient, amend this Agreement in any manner that impairs the rights of Recipient.

20. Definitions. As used in this Agreement, the following terms will have the following meanings:

"***Award***" means this Restricted Stock Unit Award.

"***Board***" means the Board of Directors of the Company.

"***Cause***" shall have the meaning set forth in the Consultant Agreement.

"***Change of Control***" means (i) a sale of all or substantially all of the assets of the Company and its subsidiaries taken as a whole or (ii) a merger, consolidation or other similar business combination involving the Company, if, upon completion of such transaction the beneficial owners of voting equity securities of the Company immediately prior to the transaction beneficially own less than fifty percent of the successor entity's voting equity securities; provided, that "Change of Control" shall not include a transaction where the consideration received or retained by the holders of the then outstanding capital stock of the Company does not consist primarily of (i) cash or cash equivalent consideration, (ii) securities which are registered under the Securities Act of 1933, as amended (the "Securities Act").

"***Common Stock***" means Class A Common Stock of the Company.

"***Consultant Agreement***" means that certain Consultant Agreement dated November 13, 2020, by and between Impossible Aerospace Corporation and VMG Robotics, LLC.

"***Fair Market Value***" means, as of any date, the value of a share of the Company's Common Stock determined as follows:

(a) if such Common Stock is publicly traded and is then listed on a national securities exchange, its closing price on the date of determination on the principal national securities exchange on which the Common Stock is listed or admitted to trading as reported in The Wall Street Journal;
(b) if such Common Stock is publicly traded but is not quoted on the Nasdaq Stock Market nor listed or admitted to trading on a national securities exchange, the average of the closing bid and asked prices on the date of determination as reported in The Wall Street Journal; or
(c) if none of the foregoing is applicable, by the Committee in good faith.

"***Good Reason***" shall have the meaning set forth in the Consultant Agreement.

"***Termination***" or "***Terminated***" means, for purposes of this Agreement with respect to the Recipient, that the Recipient has for any reason (other than termination of Recipient's services by the Company without Cause or Recipient's termination of services for Good Reason) ceased to provide services as an employee, officer, director,

consultant, independent contractor, or advisor to the Company or a Parent or Subsidiary of the Company. An employee will not be deemed to have ceased to provide services in the case of (i) sick leave, (ii) military leave, or (iii) any other leave of absence approved by the Committee, provided, that such leave is for a period of not more than 90 days, unless reemployment upon the expiration of such leave is guaranteed by contract or statute or unless provided otherwise pursuant to formal policy adopted from time to time by the Company and issued and promulgated to employees in writing. In the case of the Recipient is on an approved leave of absence, the Committee may make such provisions respecting suspension of vesting of the RSUs while on leave from the employ of the Company or a Subsidiary as it may deem appropriate.

By your signature and the signature of the Company's representative on the Notice, Recipient and the Company agree that the RSUs are granted under and governed by the terms and conditions of the Notice, this Agreement. Recipient has reviewed the Notice and this Agreement in their entirety, has had an opportunity to obtain the advice of counsel prior to executing this Agreement, and fully understands all provisions of the Notice and this Agreement. Recipient hereby agrees to accept as binding, conclusive and final all decisions or interpretations of the Committee upon any questions relating to the Notice and this Agreement. Recipient further agrees to notify the Company upon any change in Recipient's residence address.