

CAUSE NO. D-1-GN-23-002166

IL VENTURES, LLC - A KETTLEBELL	§	IN THE DISTRICT COURT
KING SERIES, and CHAD PRICE, JAY	§	
PERKINS and NEHEMIAH HEARD,	§	
individuals,	§	53RD, DISTRICT COURT
Plaintiffs,	§	
vs.	§	_____ JUDICIAL DISTRICT
	§	
FACTORY 14 UK ACQUISITION VI	§	
LTD, FACTORY 14 UK ACQUISITION	§	
VII LTD and RAZOR GROUP GMBH,	§	
Defendants.	§	TRAVIS COUNTY, TEXAS

PLAINTIFFS' ORIGINAL PETITION

TO THE HONORABLE JUDGE OF SAID COURT:

COMES NOW, IL VENTURES, LLC - A KETTLEBELL KING SERIES, along with CHAD PRICE, JAY PERKINS and NEHEMIAH HEARD, Plaintiffs herein (hereinafter collectively referred to as "Plaintiffs"), and file this their Original Petition against Defendants, FACTORY 14 UK ACQUISITION VI LTD, FACTORY 14 UK ACQUISITION VII LTD and RAZOR GROUP GMBH, (hereinafter collectively referred to as "Defendants"), and in support thereof would respectfully show the Court as follows:

I. DISCOVERY CONTROL PLAN

1. Discovery is intended to be conducted under Level 3 pursuant to Rule 190.2(a)(1) of the *Texas Rules of Civil Procedure*.

II. PARTIES

2. Plaintiff, IL VENTURES, LLC - A KETTLEBELL KING SERIES, is a separate series of a Texas series limited liability company with its registered address at 16475 Dallas Parkway, Suite 400, Addison, Texas 75230.

3. Plaintiff, CHAD PRICE, is an individual residing at 1801 Veneer, Austin, Texas 78748.

4. Plaintiff, JAY PERKINS, is an individual residing at 2908 South 5th, #A, Austin, Texas 78704.

5. Plaintiff, NEHEMIAH HEARD, is an individual residing at 4200 Scotland, #136, Houston, Texas 77007.

6. Defendant, FACTORY 14 UK ACQUISITION VI LTD, is a foreign company incorporated under the laws of England and Wales with a registered address of 11 Laura Place, Bath, BA2 4BL, United Kingdom, doing business in Texas without a registered agent or office and therefor must be served through the Texas Secretary of State.

7. Defendant, FACTORY 14 UK ACQUISITION VII LTD, is a foreign limited liability company incorporated under the laws of England and Wales with a registered address of 11 Laura Place, Bath, BA2 4BL, United Kingdom, doing business in Texas without a registered agent or office and therefor must be served through the Texas Secretary of State.

8. Defendant, RAZOR GROUP GMBH, is a foreign company incorporated under the laws of Germany (Company Number B8537_HRB740710) with a registered address of Prinzessinnenstraße 20, 10969 Berlin, Germany, which is doing business in Texas without a registered agent or office despite holding out an address at 316 W. 12th Street, 5th Floor, Austin, Texas 78703, and therefore must be served through the Texas Secretary of State.

III. VENUE

9. Venue is proper in Travis County, Texas, pursuant to §15.002(a)(1) and §15.002 of the *Texas Civil Practices and Remedies Code* because this matter involves a major transaction and per the express provision of the agreements between the parties, Travis County, Texas has exclusive venue and also because a substantial part of the events or omissions giving rise to the claims asserted herein arose in Travis County.

IV. JURISDICTION

10. This Court has jurisdiction over this matter because the amount in controversy is in excess of the minimal jurisdictional limits of this Court.

11. This Court has jurisdiction over this matter and the parties because of the exclusive jurisdiction provisions in the subject agreements.

12. The amount in controversy is monetary relief in excess of \$1,000,000.00 and other non-monetary relief.

V. FACTS

A. General Background.

13. IL VENTURES, LLC - A KETTLEBELL KING SERIES (“KBK”) is a fitness company that specializes exclusively in the design, production and manufacture of kettlebells and was founded by Chad Price (“Price”), Jay Perkins (“Perkins”) and Nehemiah Heard (“Heard”) (collectively, the “Founders”). After growing and operating for (10) years, KBK became an established brand in the fitness space. Due to this growth, Plaintiffs began a search in the early summer of 2021 to find either investors, inventory financing or potential buyers to ensure the global expansion of the brand. At this time, KBK had grown from a business generating annual revenue in the tens of thousands to \$5 Million in annual revenue as of 2020. Plaintiffs had prepared internal projections for the direction of KBK and determined that its growth potential

would support \$20 million in revenue in less than two years (the “\$20 Million Projection”).

14. Initially, Plaintiffs’ primary goal was to seek enough inventory financing to fully scale KBK in accordance with the \$20 Million Projection, as the timing of ordering, manufacturing and distribution of inventory was a cornerstone of the business’ success. During this time, the Founders spoke with more than 15 companies and also made the determination that they would be open to selling the entire company, provided that the purchasing company had the right team that was capable of scaling a modern-day direct consumer digital brand and that the parties would reach an agreeable sales price. The Founders turned down companies they determined to lack the necessary experience or capabilities to outperform KBK’s current team and scale the brand globally.

15. Plaintiffs specifically sought a team that could grow KBK from its then current annual revenue of \$5 Million to an annual revenue of \$20 million or more in five years’ time. Plaintiffs’ \$20 Million Projection was central in determining which company it chose to sell KBK’s assets and the requirements of capital and expertise in such purchasing company was regularly and openly discussed with all potential suitors.

B. Factory 14, the Asset Purchase Agreement and the Consulting Agreements.

16. Plaintiffs' asset sale/inventory financing search eventually led KBK to Defendant, Factory 14 UK Acquisition VI Ltd. ("Factory 14"). Though Factory 14 was more of a startup that was actively acquiring direct to consumer brands, as opposed to Amazon-based businesses, Factory 14 expressly represented that it had the capital to reach the \$20 Million Projection even though it may have lacked the expertise to outperform KBK's current team. In discussions, Factory 14 also confirmed that it, too, believed the \$20 Million Projection to be attainable for KBK and its representatives, and addressed its experience gap by proposing that two of the Founders, Price and Perkins, remain on to consult and retain full operational control of KBK for a few years after the acquisition, with a built-in phase out over that time. This proposed structure allowed Perkins and Price to lead the execution of the plan to reach the \$20 Million Projection and gave comfort to Perkins, Price and Heard that they would be able to obtain payment of a purchase price for full value over time. The terms were negotiated and set forth in the Letter of Intent between Factory 14, KBK and the Founders, dated August 27, 2021 (the "LOI"). A true and correct copy of the LOI is attached hereto as **Exhibit A**.

17. After months of negotiations, three agreements were executed on November 1, 2021:

- (1) the Asset Purchase Agreement (the “APA”);
- (2) the Consulting Agreement between Perkins and Factory14 (the “Perkins Consulting Agreement”); and,
- (3) the Consulting Agreement between Price and Factory 14 (the “Price Consulting Agreement”).

18. The Price Consulting Agreement and Perkins Consulting Agreement shall be referred to collectively herein as, the “Consulting Agreements”. True and correct copies of the APA, the Perkins Consulting Agreement and the Price Consulting Agreement are attached as **Exhibits B, C, and D**, respectively.

1. The Asset Purchase Agreement.

19. The APA executed by Plaintiffs and Factory 14 was valued consistent with the \$20 Million Projection. Section 2.04 of the APA specified the terms regarding payment of the purchase price. *See Exhibit B*, the APA. Specifically, the consideration to be paid to Plaintiffs under the APA included three main components: (a) a Closing Payment of \$4.5 Million; (b) Actual Inventory Value; and, (c) an Earn-Out Payment based upon EBITDA to be paid in three annual installments on or before November 16th of each year, with the first of the three annual installments being due on November 16, 2022. *See Exhibit B*, the APA at Section 2.04. Plaintiffs and KBK determined that the structure of this APA was consistent with a valuation of \$20 Million for KBK and the \$20 Million Projection.

20. The APA also provided certain safeguards to ensure that Factory 14 did not intentionally seek to sabotage KBK's performance in order to avoid paying the Earn-Out. In addition to defining the Consulting Agreements as ancillary to the APA, there were provisions that required: (a) Factory 14 to provide Plaintiffs with access to its books and records of the business under Section 5.04 of the APA; (b) to provide the Earn-Out Payment Calculations prepared in accordance with the terms of the Appendix 2, Ex 3a of the APA; and (c) to provide further assurances to carry the intent and purpose of the parties forward under Section 8.02 of the APA. *See generally*, **Exhibit B**, the APA.

21. Part of KBK's assets purchased by Factory 14 included the lists of vendors, supply chain partners, customers, and others that had become integral to the success of KBK over the years. KBK and its Founders have spent much of their time nurturing relationships and building a reputation of fulfilling their word. Most of the success that was generated by Plaintiffs was derived from the reputation of being honest, fulfilling their word and putting customer needs first.

22. In addition, another substantial factor in the negotiation and execution of the APA was the necessity Factory 14 understanding the manufacturing process, lead time and the importance of maintaining inventory at the proper levels to meet the requirements of ordering, manufacturing and distribution that was a cornerstone of

KBK's success. Not only had KBK's knowledge of the lead time, supply chain and ordering patterns led to an efficient business model that could be scaled up to the \$20 Million Projection, but the APA took into account the scalability of KBK and its proven processes.

2. *The Consulting Agreements.*

23. The Consulting Agreements brought additional value to the purchase, as well as the potential to increase EBITDA and therefore increase the consideration payable pursuant to the APA. Pursuant to the Consulting Agreements, Price and Perkins were to receive monthly payments from Factory 14. The terms of compensation were structured to decrease over time, being initially higher due to the initial anticipated heavy involvement of Price and Perkins during the transition to integrate the purchased KBK assets and institute the infrastructure regarding distribution, warehousing and marketing to ensure the success of the \$20 Million Projection. The parties had all understood and agreed that after the transition and implementation phase of the purchase, Perkins and Price would be able to step back in their roles as consultants and then eventually phase out altogether after three (3) years. *See Exhibits C and D.*

C. The \$20 Million Projection.

24. To be clear, the Founders had determined the \$20 Million Projection to be conservative. Such projection did not take into account a restored Amazon.com stream of revenue, a FedEx Report that demonstrated a \$300,000.00 per year increase at \$5 Million per year in revenue (and a \$1.2 Million increase in revenue by increased efficiencies alone), nor the Google Exclusive Team benefits that provided, without cost, scaling in all aspects of the business, from marketing to shipping to distribution and even to advertising. With these additional revenue streams and the proper capital to purchase sufficient required inventory, which Factory 14 expressly represented it would provide, all of these steps alone would have increased the EBITDA of KBK in Year 1 of the purchase, such that the Founders would receive substantial Earn-Out Payments in Year 1.

25. Also of note is the fact that Factory 14 had also independently valued KBK as a business that was marked to reach \$20 Million in Revenue within two (2) years. The fact that both entities had independently arrived at a consistent valuation of the financial potential of KBK was an integral part of the inducement for Plaintiffs to move forward with Factory 14.

D. The Transition.

26. After executing the APA and the Consulting Agreements (collectively, the “Agreements”), Plaintiffs began the initial transition of the assets, processes and procedures. Early on in the transition, the Founders realized that the control of operations as set forth in the Consulting Agreements had not been given to them. Specifically, Price and Perkins (the “Consultants”) learned within the first 90 days that there was an internal initiative and discussion that had been occurring within Factory 14 and from which they had been intentionally excluded.

27. One of the primary issues that the Consultants faced was a lack of the ability to purchase inventory, not even being able to use KBK sales revenue for such purchases. Though an initial purchase of inventory was part of the APA, there was an ongoing obligation as part of further assurances under the APA to continue purchasing inventory at sufficient levels to be able to fulfill orders as they arrived. Despite the fact that the sales of KBK’s products did not stop due to the transition of ownership of the assets of KBK, Factory 14 refused to give the Consultants authority and operational control to purchase inventory. Moreover, the revenue from the sold inventory of KBK was being siphoned off into other brands by Factory 14 and intentionally not being used to replenish and maintain KBK’s inventory or otherwise to enhance KBK’s business in any respect.

28. Replenishing the inventory was not just a customer service issue, but it drastically affected the revenue anticipated to be derived from the geographic locations of warehouses per the FedEx Report, a basis of the parties' agreement and understandings as to the Earn-Out Payment under the APA.

29. Although it became clear early in the transition that Factory 14 was intentionally hindering KBK's success, the reason for Factory 14 hindering KBK's success was not then known. Price and Perkins decided to take steps to understand what was hindering the transition and KBK's success. They sought answers to questions including why they were not in operational control as contemplated by the Consulting Agreements; why had inventory purchases ceased completely; and, why were the steps promised to be taken consistent with the \$20 Million Projection being retracted.

30. In February, 2022, Price flew to Madrid to meet with Factory 14 in person about the aforementioned issues and others, such as identifying the team needed for KBK; understanding the organizational structure of Factory 14; and, to further inquire into Factory 14's interest in launching Perkins' and Price's expertise into other brands of Factory 14, such as Tribe Wod, under another consulting agreement. In fact, Perkins and Price were specifically requested to take over Tribe Wod's brand management.

31. During the meeting in Madrid, representations were made regarding performance by Factory 14 to further assure the aims of the APA and the Consulting Agreements. Despite a positive meeting, it was clear that certain information was being withheld from Plaintiffs, particularly regarding the company financial records. After Price's return to the United States, both Price and Perkins recognized that certain communications from Factory 14 had further dwindled and they became even more certain that information was being intentionally withheld from them despite direct requests, in contravention of the clear language of the Consulting Agreements that granted them control and authority over all aspects of the business.

E. The Introduction of Razor.

32. In March of 2022, Plaintiffs were finally informed of at least one fact that Factory 14 had withheld from them, even during the face-to-face meeting in Madrid: that Factory 14 had been sold to a company called Razor Group ("Razor"). Notwithstanding the complete lack of transparency regarding this transaction, Factory 14 encouraged Plaintiffs not to worry and made express representations that there would be no changes to any of the Agreements, strategies and/or commitments, including the commitments that had just been made in Madrid the prior month.

33. Factory 14 did not disclose any details of the transaction whenever it was sold to Razor, including that such transaction was pending or that the dates of the same

correlated with the purchase of KBK. Upon information and belief, Factory 14 knew of the potential transaction before entering into the APA, but failed to disclose such material fact. Upon information and belief, the closing of the APA and Consulting Agreements was part of a pattern of acquisitions that bolstered the financials of Factory 14 solely for the purpose of additional capital raises and investments. In documents provided to Razor by Factory 14, Price and Perkins were listed as “Chief Operation Officers,” which was simply not true. Factory 14 used the business reputation and success of the Founders and KBK to make false representations to bolster its value in its transaction with Razor, all the while never disclosing to Plaintiffs that it intended to depart from the agreements it had made with Plaintiffs. Upon information and belief, Factory 14 failed to insert any provisions in its agreements with Razor that ensured the success of the APA and Consulting Agreements.

34. Plaintiffs now know that Factory 14 had no commitment to any of the representations that were made to Plaintiffs, neither when negotiating the APA and Consulting Agreements, after the execution of APA and Consulting Agreements, nor in February, 2022. Plaintiffs also now know that Factory 14 stopped purchasing all inventory for KBK in order to keep as much cash for themselves before the sale to Razor, a direct violation and breach of the APA.

F. Further Deterioration under Ownership of Razor.

35. In April, 2022, Factory 14 ceased all communications with Plaintiffs. Contrary to Factory 14's representations that the trajectory would remain unchanged with Razor, matters only worsened.

36. Razor has no familiarity in the direct-to-consumer market and did not have any infrastructure set up to support the same. Moreover, after meeting the initial Razor representatives in March of 2022, Plaintiffs immediately realized that Razor had a very clear policy about not sharing critical information with Price and Perkins. Such information was not merely pertinent, but necessary and integral to Price and Perkins performing under the Consulting Agreements.

37. For example, Razor refused and continues to refuse to provide basic information, such as proof of funds for the APA Earn-Out Payment, documentation around the sale of Factory 14 to Razor Group, any Razor Group P&L, Razor Group Organizational chart, or any actual financials for the business or any documents given to investors that show the financial health of the company and the value attributed to the KBK assets or line of business. Further, Razor failed and continues to fail to timely pay vendors, manufacturers, and even the Consultants. Razor has made false statements and representations to consultants, clients, customers and consumers and regarding the status of orders, issues with products and various other matters.

38. As consultants who were to have broad and sweeping control, the refusal to provide such basic information made operating impossible for the Consultants. Plaintiffs now know that Razor never planned to share any information that would allow Plaintiffs to see what was actually happening with the funds from KBK sales and products because the proceeds were being siphoned into other businesses of Razor, directly and intentionally, to lower KBK's EBIDTA and to avoid having to pay the Earn-Out Payment.

39. As previously emphasized, inventory is critical to the business. Price and Perkins had already established the quantity for inventory purchases based upon a third-party system which creates live projections on inventory needs. All of this is within their role as Consultants. However, despite the clear data on the need and the historical revenue generated from KBK sales, Razor refused to make payments to fund inventory purchases. Per the parties' agreements, Plaintiffs were to have an increased budget for inventory, yet instead, Razor siphoned KBK funds to other Razor businesses, even barring the use of KBK's own sales proceeds to fund additional inventory purchases, leading to little to no inventory to sell to KBK's customers.

40. The Consultants, who were promised and contracted to have complete control and access to run KBK during the transition period, were stuck in a position that the money from KBK sales were diverted to other Razor businesses and they were

closed off from the financial information and simply could not obtain any inventory at all. It became all the more apparent that the stated purpose of the sale of KBK, to fund the purchase of more inventory and globally grow the brand, could not come to fruition because Razor refused to comply with the APA and the Consulting Agreements. Interestingly, the \$20 Million in Revenue and the \$20 Million Projection which had been discussed and agreed upon with Factory 14 was also a cornerstone of the representations that Razor made to Plaintiffs. Razor, too, had independently assessed the same valuation, either from Factory 14 or internally, and consistently represented that the \$20 Million in Revenue goal remained fundamental to deal, despite the fact they now stood in the shoes of Factory 14.

41. Razor's website represents that it has a pattern of success of growing businesses like KBK, which entices businesses such as KBK to sell; however, the management and employees of both Factory 14 and Razor have consistently admitted that they have no such expertise. In fact, it is the lack of such expertise that required Price and Perkins to stay on board, as there was no familiarity or experience in this domain held by either Factory 14 or Razor.

42. After the first few months of working with Razor, Plaintiffs realized that not only did Razor have no intent to purchase inventory to expand KBK globally, but they also seemingly rejected the Consulting Agreements, disregarding the advice and

expertise the Consultants provided and denying the Consultants necessary information for them to perform and provide all of the expertise they had to share. All the while Razor lacks any meaningful e-commerce expertise, as their familiarity extends only as far as selling on Amazon.com.

43. Previously, in August 2021, when KBK was selling on Amazon, the Amazon.com revenue made up about fifteen-percent (15%) to twenty-five-percent (25%) of KBK's overall revenue. Upon information and belief, since Razor has become involved, due to the inventory and distribution issues and product quality issues, KBK is losing money on Amazon.com for the first time in its history.

44. Consultants provided several written standard operating procedures, cost cutting and growth advice. Consultants and KBK made several requests for access to cost information, bank statements, P&Ls, and organizational charts. Razor has only responded by ignoring the Consultants' advice, denying access, providing incomplete information or simply stalling and lying about when this information would be delivered.

45. On August 15, 2022, Plaintiffs, via Price, sent an informal demand letter (the "August Demand"). A true and correct copy of the August Demand is attached hereto as **Exhibit E**. The August Demand included an assessment of the current relationship, the current potential of the Razor operational team, a written list of current

damages with approximate annual cost, as well as a willingness and method to fix the situation. *See Exhibit E.*

G. Plaintiffs and Razor Meet in Berlin, Germany.

46. One week after the August Demand, Plaintiffs flew to Berlin, Germany, to meet with Razor at its corporate office. The high priority issue was the lack of communication with individuals holding any decision making authority. In addition, payments required by the Consulting Agreements were not being timely made, inventory was not being purchased, the Consultants were being denied basic information and several other issues made an in-person meeting a necessity. Furthermore, despite the attempt to keep Plaintiffs from required information, Razor was intent on using the name, image and likeness of Perkins and Price to bolster the business reputation of Razor by scheduling them to record a KBK video that Price and Perkins were specifically told would be exclusively for the KBK website and on KBK social media. Later, it was learned that the content was used far beyond its agreed use, creating an implication of an affiliation that did not exist.

47. Upon arrival in Berlin (and since the beginning of Plaintiffs introduction to Razor), Razor falsely asserted it would deliver an organizational chart containing basic corporate structure of Razor to Plaintiffs. Plaintiffs needed this information to assess not only expertise and capabilities, but to assign responsibilities of operational

tasks. Plaintiffs were adamant about it not only being irresponsible and unprofessional to lack such structure, but that without any structure, every project would have more costly mistakes and harm the bottom line, thereby detrimentally affecting the Earn-Out Payment. Despite the Consultants being promised operational control, Razor refused to give Price and Perkins information to operate and control the business as they had successfully done for the ten years prior to the purchase.

48. The absolutely oddity of refusing to disclose the organizational structure, while simultaneously making decisions that are largely fatal to the operations of the business, such as ceasing all purchases of inventory, not paying manufacturers, not paying vendors and souring customer relations, damaged not only KBK, but all of the business relationships Plaintiffs had developed over the years. In fact, a relationship with the Google Exclusive Team, that can be valued alone at over \$18,000,000.00 was unilaterally quashed without any regard to the Consultants, KBK, and the damage that would be done to its EBITDA, thus detrimentally affecting the Earn-Out Payment.

49. Although Plaintiffs had learned the identity of a Tushar Ahluwalia in Razor's hierarchy who had authority, and despite seeing him while in Berlin, he refused to engage in any discussions with Plaintiffs. Plaintiffs have reached out to Mr. Ahluwalia several times via multiple channels and he has blatantly ignored every attempt. Plaintiffs even learned that he was communicating with employees of Razor

who were assigned responsibility for KBK and that he had the authority to decide when funds were to be released to purchase inventory. Nonetheless, Mr. Ahluwalia expressly instructed those same employees and managers to keep Consultants away from all information related to sales, purchases, inventory, vendor relationships, revenue, costs and other necessary information.

50. During the week in Berlin, Plaintiffs had several meetings. Those in the meeting on behalf of Razor not only reaffirmed the terms of the Consulting Agreements, namely that Consultants should have complete operational control, but they even agreed that serious damage had occurred to the brand due to Razor's deficiencies and that they would work on creating a new structure of the APA to address those problems. During such discussions, it was suggested to adjust the APA to account for the damages and increase the compensation under the Consulting Agreements to account for adding additional brands under the Consultants' new department. It was proposed that Plaintiffs have more involvement on another Razor Group fitness asset. The exact words were "the Consultants were tasked with creating the standard operational procedures for the entire Direct to Consumer department for Razor Group, using Kettlebell as a Pilot for how Razor executes those new SOP's, which would be incorporated into a revised Consulting Agreement."

51. Relying upon the false representations made by Razor and attempting to finalize the terms into agreements, Consultants spent the entire week in Berlin mapping out everything from inventory projections, website updates, product updates, and a range of operational procedures. As a result, all involved agreed to follow the new structure and Consultants understood the structure would be put forth in amended agreements to replace the APA and Consulting Agreements.

52. Interestingly, however, at no point during their time in Berlin were Plaintiffs provided access to the raw data and financials of KBK. Plaintiffs were told that once the parties agreed upon an amended APA and amended Consulting Agreements, Plaintiffs would gain full access to everything. This is despite the fact that Plaintiffs already had such rights under the current APA and Consulting Agreements.

53. Upon information and belief, the representations made in Berlin were merely a delay tactic to keep the dispute at bay while a capital raise was being undertaken by Razor. Promises of a revised APA were also just further delay tactics to avoid delivering the financials and providing the raw data that was required under the Consulting Agreements and under the APA as well. Due to the manner KBK revenue had been diverted by Razor, and with the absence of any meaningful inventory purchases, the revelation of the actual state of affairs during the short time that Razor had been at the helm at KBK would be damaging to Razor's then pending acquisitions,

capital raise and other transactions that Razor had in the works.

H. Delays and Subterfuge after Berlin Meeting.

54. Upon the return from Berlin in early September 2022, Plaintiffs operated in good faith to finalize the terms of the expected amended APA and expected amended Consulting Agreements. The agreements, main points and action items from the Berlin meeting were summarized in an email from Price dated September 10, 2022. A true and correct copy of such email is attached hereto as **Exhibit F**. In order to re-calculate the Earn-Out Payment, know the actual EBITDA and financial information, the historical numbers since the execution of the APA and the Consulting Agreements were absolutely necessary. From the outset, Plaintiffs were refused any such information; nor would Razor provide an organizational chart to assist in ensuring all were on the same page. Upon information and belief, Plaintiffs now understand that Razor had concerns about whether this information would be consistent with what had been given to investors.

55. Despite the APA requiring the delivery of financials on November 16, 2022, Razor continued to delay in the production of such information. When financial information was finally provided, it was painfully incomplete and inaccurate. It was not consistent with the reporting requirements of the APA and further, Razor stated that all of the numbers provided were “under investigation”. To date, no actual figures have

been provided.

56. In spite of several calls and meetings which included Plaintiffs' attorneys, Razor continued to delay meetings, not provide documents it represented it would provide and then finally rejected all of the terms to which it had agreed during the meeting in Berlin. Razor continued to refuse to purchase inventory, continued to refuse to allow the Consultants the operational control to which they were entitled and continued to refuse to provide Plaintiffs the information that is squarely within their rights under the APA. Moreover, Razor's assertions made to Plaintiffs that there was a lack of funds to purchase inventory rang hollow in the face of public articles demonstrating large capital raises, and other articles which specifically referenced the financial stability of KBK. While representing to investors or third parties that Razor was profitable and doing well, and that KBK was doing well, Razor claimed to Plaintiffs that KBK was a struggling brand and that Razor could not commit to any investments in inventory. In fact, Razor refused to commit to investing any portion of KBK revenue back into the purchase of inventory for KBK. Such acts breached the APA. Furthermore, upon information and belief, disparaging and slanderous statements were made by principals of Razor regarding Plaintiffs in support of the direct attempts to deny Plaintiffs access to fundamental information and in contravention of the APA and Consulting Agreements.

I. Razor's Unauthorized Fundraising with Consultants' Images and Likeness.

57. Plaintiffs also noticed that during this time, Razor's focus was more on fundraising rather than running any of the actual businesses it owned. The content that Consultants filmed exclusively for the KBK website while in Berlin was discovered on another website, without the consent of Consultants, falsely implying that Consultants were a part of Razor and not solely consultants for the KBK brand. Under the Consulting Agreement, Defendants could not use the Consultants' name in connection with the promotion of its business, products or services without the express prior written consent of Consultants. *See Exhibit C* at para. 2.11.

58. Plaintiffs never gave any consent to be used in fundraising campaigns or to mislead investors. Further, when Plaintiffs asked for information as to any materials that had been disseminated with the name, image or likeness of Consultants, Razor wholly refused to provide any information. Similarly, when Plaintiffs asked for the financials Razor had provided to investors, Razor refused.

J. Consulting Agreement Payments.

59. Moreover, Razor was also in breach of the Consulting Agreements by failing to pay the amounts due to the Consultants thereunder for several months. In fact, throughout the term of the Consulting Agreement not a single payment had been timely made. In addition, had Defendants not made performance of the Consulting

Agreements impossible by interfering with and barring access to information required to perform the services contracted for, Consultants would have been able to receive the remainder of the payments due under the Consulting Agreements.

60. Due to the intentional interference making performance of the Consulting Agreements impossible, when the Consulting Agreements were terminated, a demand for payment was also included for the nonpayment of the fees due under the Consulting Agreement. A true and correct copy of the Consulting Agreement Termination Letter is attached hereto as **Exhibit G**. After the Consulting Agreement Termination Letter, though some additional payments were made, Consultants both remain due payment for the month of February, 2023, as well as reimbursements from the Berlin trip that Razor agreed to reimburse in writing but has failed to do so to date. Consultants are also due the remainder that would have been due under the Consulting Agreements because it was Defendants' breaches that caused the early termination.

K. Damages.

61. The damage caused to the value of the APA by all of the breaches is substantial. By way of example only, such calculations must take into account a litany of damages: five times increase in return rate orders; damages to vendor relationships; damages to customer relationships; sabotage of prospective business relationships; lost contracts with large gyms and lost sponsorships; damaged social media profile, images

and review; the EBITDA reduction; the termination of the Google Exclusive Team relationship; the fundamental destruction of the network and infrastructure damages; waste, fraud, and attorney's fees and costs.

62. Business relationships that Plaintiffs had nurtured for years have been harmed and damaged, some irreparably, due to the business practices of both Factory 14 and Razor. Further, the breaches of the Consulting Agreements that gave full operational control and would have allowed the Plaintiffs to realize the \$20 Million Projection and the ongoing and continued breach of such agreements thereafter cost the viability of such \$20 Million Projection in annual revenue.

63. Even in instances where Razor has already admitted fault through a written apology, the revenue lost is substantial, which in turn damages the EBITDA and Earn-Out Payment. Razor's continued refusal to refund client's funds after making several false representations has further harmed Plaintiffs' reputation.

64. Plaintiffs have suffered irreparable damages in this small network of buyers who purchase \$1 million+ in actual fitness equipment. The experience Razor has provided will make it almost impossible for Plaintiffs to do business in the future with these organizations. Further, upon information and belief, Defendants have made false disparaging statements about Plaintiffs to others prior to and since the termination of the agreements to cover up its own deficiencies.

65. Due to Defendants' conduct, Plaintiffs were forced to retain counsel to defend and enforce their rights. On or about February 17, 2023, counsel for Plaintiffs sent demand letters in accordance with *Chapter 38 of the Texas Civil Practice and Remedies Code*. True and correct copies of the Demand Letters are attached as **Exhibit G and H**. A response to the Demand Letters was received on March 31, 2023, which response is merely further delay, denying Razor is a party to the agreements and acknowledging that the financial information has yet to be provided.

66. As of the date of filing this Petition, Plaintiffs have incurred attorney's fees, costs and expenses have continued and will continue to accrue. Plaintiffs have paid the costs of Court and filing fees related to this case. Plaintiffs hereby request that the Court take judicial notice of the filing fees and costs of service paid and requests that any judgment include such amounts.

L. Conditions Precedent.

67. All conditions precedent to filing have been met.

VI. CAUSES OF ACTION

FIRST CAUSE OF ACTION:
FRAUD AND FRAUDULENT INDUCEMENT

68. Plaintiffs re-allege and incorporate paragraphs 1 - 68 as if fully set forth herein.

69. The conduct of Defendants constitutes fraud and fraud in the inducement in that Defendants made material misrepresentations, partial disclosures and omissions as set forth herein with knowledge of the falsity and with the intent that Plaintiffs rely thereon which representations Plaintiffs relied upon to their detriment, resulting in damages sought to be recovered herein.

70. The misrepresentations, omissions and partial disclosures were false when made and Defendants either knew the representations were false when made or made them recklessly without any knowledge of its truth.

71. Defendants made each misrepresentation, omission and partial disclosure with the intention that it be relied upon by Plaintiffs.

72. Plaintiffs in fact relied upon the misrepresentations, omissions and/or partial disclosures of Defendants which reliance proximately and directly resulted in damage to Plaintiffs.

73. Plaintiffs' reliance on the truth of the misrepresentations, omissions and/or partial disclosure was reasonable.

74. As a result of such reasonable reliance, Plaintiffs were injured and suffered pecuniary, actual, consequential and foreseeable damages, including out of pocket damages and loss, pecuniary loss damages, as well as consequential damages including loss of profits and loss of going concern.

75. Plaintiffs are entitled to recover from Defendants all damages foreseeable and directly traceable to the fraud that resulted from the misrepresentations, including all pecuniary loss, lost profits, lost opportunity, loss of the value of Plaintiffs' business enterprise value and foreseeable profits from the other business opportunities lost as a result of the fraudulent misrepresentation.

76. Plaintiffs are entitled to recover punitive damages from Defendants for its egregious fraudulent conduct.

SECOND CAUSE OF ACTION:
BUSINESS DISPARAGEMENT AND DEFAMATION

77. Plaintiffs re-allege and incorporate paragraphs 1 - 76 as if fully set forth herein.

78. Defendants published false and disparaging information about Plaintiffs, with malice, without privilege and that resulted in special damages to Plaintiffs. Plaintiffs seek to recover lost income, lost profits and all other special damages to which they are entitled.

79. Further, Defendants published discrete facts in a manner that created a substantially false and defamatory impression by omitting material facts or juxtaposing facts in a misleading way.

THIRD CAUSE OF ACTION:
BREACH OF CONTRACT

80. Plaintiffs re-allege and incorporate paragraphs 1 - 79 as if fully set forth herein.

81. The APA and the Consulting Agreements constitute valid contracts pursuant to which Plaintiffs performed and/or tendered performance.

82. Upon purchasing Factory 14, Defendant Razor became clothed with the obligation of performing the contractual duties contained in the APA and the Consulting Agreements, which it undertook and wholly failed to perform.

83. Defendants breached the contracts with Plaintiffs.

84. Plaintiffs sustained damages as a result of Defendants' breaches.

FOURTH CAUSE OF ACTION:
DECLARATORY JUDGMENT THAT NONCOMPETE AGREEMENTS
ARE NOT ENFORCEABLE

85. Plaintiffs re-allege and incorporate paragraphs 1 -84 as if fully set forth herein.

86. Pursuant to Tex. Civ. P. & Rem. Code §37.001, et seq., the Court may declare rights, statutes, and legal relations whether or not further relief is or could be claimed, and before or after breach of contract.

87. Plaintiffs seek judgment declaring that the non-compete provisions of the

parties' agreements are non-enforceable as a matter of law and also in light of the termination of the Consulting Agreements and breaches of the APA.

88. Plaintiffs also seek attorney's fees and costs pursuant to the Texas Declaratory Judgment Act.

FIFTH CAUSE OF ACTION:
UNJUST ENRICHMENT

89. Plaintiffs re-allege and incorporate paragraphs 1 - 88 as if fully set forth herein.

90. Plaintiffs would show that Defendants would be unjustly enriched due to the reduction of the Earn-Out Payment based upon the erroneous financials and siphoning of funds from the KBK brand. Plaintiffs will show that without relief from this cause of action Defendants will receive the benefit of Plaintiffs' money by fraud, duress, or taking undue advantage. In the alternative, Plaintiff would show that Defendants would be unjustly enriched to the extent of the value payments received due to Defendants' wrongful conduct. Plaintiff will show that without relief from this cause of action Defendants will receive the benefit that should be that of Plaintiffs by fraud and taking undue advantage.

SIXTH CAUSE OF ACTION:
TEXAS THEFT LIABILITY ACT

91. Plaintiffs re-allege and incorporate paragraphs 1 - 90 as if fully set forth

herein.

92. Consultants would show that during the times in question Consultants had a right to possess the special deposits segregated to the KBK brand in order to manage logistics, inventory, supply chain management, and providing business planning services, which is personal property capable of conversion because the funds were specifically designated as the KBK brand's revenue and for expenses, and that Defendants unlawfully appropriated such assets to other brands, with the intent to deprive Plaintiffs of their Earn-Out Payment under the APA. As a result of Defendants' action, Plaintiffs have sustained damages of lost profits, lost income, lost earnings, and lost revenue. Further, Plaintiffs have incurred injury to their reputation.

93. Consultants would further show that during the times in question, Consultants rightfully owned, possessed, and had a right to possess certain amounts of money that were segregated for the purposes the KBK brand, that Defendants unlawfully appropriated the funds earmarked for the KBK brand with the intent to deprive Plaintiffs. As a result of Defendants' action, Plaintiffs have sustained damages of lost product, lost revenue, lost profits, lost earnings, lost income, and injury to its reputation.

SEVENTH CASE OF ACTION:
NEGLIGENCE

94. Plaintiffs re-allege and incorporate paragraphs 1 - 93 as if fully set forth herein.

95. Defendants owed a legal duty to Plaintiffs and their breach of such duty proximately caused injury to Plaintiffs which resulted in damages including lost income, lost profits, lost revenue, and lost value. The breach also damaged Plaintiffs' business reputation.

96. Plaintiffs seeks damages within the jurisdictional limits of this Court.

EIGHTH CAUSE OF ACTION:
QUANTUM MERUIT

97. Plaintiffs re-allege and incorporate paragraphs 1 - 96 as if fully set forth herein.

98. In the alternative, Defendants accepted benefits from Plaintiffs without compensating Plaintiffs and are liable to Plaintiffs under *quantum meruit*.

VII. EXEMPLARY DAMAGES

99. Plaintiffs incorporate by reference Paragraphs 1 - 98 as if fully set forth herein.

100. Plaintiffs would show that Defendants acted with malice towards Plaintiffs or acted recklessly with total disregard for the rights of Plaintiffs and Plaintiffs

hereby sue Defendants for punitive damages in an amount to be determined by a jury or the court. To the extent these acts and/or actions of the Defendants are of an intentional or malicious nature, they are sufficient to remove this case from the punitive damages cap set forth in Sections 41.007 and 41.008 of the *Texas Civil Practice & Remedies Code*.

VIII. ATTORNEY'S FEES

101. Plaintiffs incorporate by reference Paragraphs 1 - 100 as if fully set forth herein.

102. Plaintiffs were required to obtain legal counsel to prepare and prosecute this lawsuit. Plaintiffs retained the law firm of Sheils Winnubst, PC, to represent them in this action and have agreed to pay the firm reasonable and necessary attorney's fees. Accordingly, Plaintiffs ask the Court to render a judgment against Defendants for reasonable and necessary attorney's fees incurred in this proceeding which Plaintiffs are entitled to recover pursuant to Chapter 37 and 38 of the *Texas Civil Practice & Remedies Code*.

IX. ACCOUNTING

103. Plaintiffs incorporate by reference Paragraphs 1 - 102 as if fully set forth herein.

104. As noted above, the parties are the owners of interests in KBK. Yet, by reason of Defendants' acts and omissions complained of the exact nature and extent of the Earn-Out Payment cannot be determined without an accounting of the transactions of Factory 14 and Razor in their entirety (not solely limited to KBK) and the books and records thereof. Accordingly, Plaintiffs move for an accounting with regard to each of the Defendants, as well as with regard to all books and records that were relied upon in preparing any Earn-Out Payment calculation. Such an accounting is necessary since there is no adequate remedy at law and in order to establish the value of the interests of the Plaintiffs and the extent of the damages incurred.

X. PRAYER

WHEREFORE, PREMISES CONSIDERED, Plaintiffs IL VENTURES, LLC - A KETTLEBELL KING SERIES, and CHAD PRICE, JAY PERKINS and NEHEMIAH HEARD, individuals, request that upon citation, notice and hearing, the Court enter a judgment awarding all relief specified herein against Defendants, jointly and severally, and such other and further relief to which Plaintiffs may show themselves justly entitled, either at law or in equity.

Respectfully submitted,

SHEILS WINNUBST, PC

By: /s/ Latrice Andrews
Mark D. Winnubst
State Bar No. 214781200
Latrice Andrews
State Bar No. 24063984

1100 Atrium II
1701 N. Collins Boulevard
Richardson, Texas 75080
Telephone No.: (972) 644-8181
Telecopier No.: (972) 644-8180
Email: latrice@sheilswinnubst.com

ATTORNEYS FOR PLAINTIFFS

Factory 14 Acquisitions S.à r.l. | 16, Rue des Primevères | L-2351 Luxembourg | Luxembourg

Chad Price, Jay Perkins and Nehemiah Heard
Kettlebell Kings LLC
9300 S Interstate 35, Ste. A500, Box 530
Austin, Texas 78748

Luxembourg, 27 August 2021

RE: The potential acquisition of Kettlebell Kings LLC (the "**Brand**" or "**Kettlebell Kings**"), by Factory 14 Acquisitions S.à r.l. or a member of its group (the "**Buyer**", "**Factory 14**" or "**we**") from its owners (the "**Sellers**"). Buyer and Sellers are referred to collectively as the "**Parties**".

Dear Chad, Jay and Nehemiah,

Many thanks for the constructive discussions to date, which have enabled us to better understand Kettlebell Kings. This letter (the "**Letter**") is intended to summarise the principal terms of a proposal being considered by Factory 14 regarding its potential acquisition of Kettlebell Kings (the "**Transaction**").

We view Kettlebell Kings as an attractive investment opportunity with significant value creation potential. We are impressed by the achievements of the Brand to date. You have succeeded in building a best-in-class kettlebell brand providing the most reviewed kettlebells in the world. Offering high-quality kettlebells at a fair price you have converted your brand in the market leader. We are convinced that we can support Kettlebell Kings in maintaining and expanding its position while conserving the values and philosophy you have embraced. We are committed to further growing Kettlebell Kings and to continue providing the same level of quality and service its customers have come to expect.

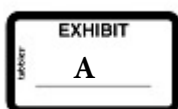
1. Consideration

Factory 14 is valuing Kettlebell Kings at **USD5.0 million** (the "**Purchase Price**"), to be paid in cash at closing. The Purchase Price assumes an inventory level of USD500 thousand at closing, with the Purchase Price to be adjusted for any inventory excess or deficit at closing.

Additionally, Factory 14 proposes to make three subsequent earn-out payments during a period of 36 months after closing (the "**Earn-out**"):

- First tranche: 200% on any incremental EBITDA over LTM EBITDA during the first year after closing, to be paid 12 months after closing.
- Second tranche: 200% on any incremental EBITDA generated during the second year after closing, to be paid 24 months after closing.
- Third tranche: 200% on any incremental EBITDA generated during the third year after closing, to be paid 36 months after closing.

The Purchase Price is based on the following assumptions:



- i. Chad Price and Jay Perkins intend to stay involved in the management of the Brand for three years after closing. For this they will receive a total compensation package of USD200 thousand per year for the first two years after closing and USD150 thousand in the third year, paid on a monthly basis (for the avoidance of doubt, this includes both Mr. Price and Mr Perkins' compensation). This salary will not be deducted from the EBITDA for the purposes of the earn-out calculations.
- ii. the Brand owns all tangible and intangible assets (incl. operating rights, leases, licenses, brands, trademarks, intellectual property and process and technical know-how) necessary to conduct the business and no IP infringements are discovered during due diligence;
- iii. the Brand's LTM Revenue and LTM Adjusted EBITDA for July 2020 – June 2021 was USD5.9 million and USD936 thousand, respectively. The LTM Adjusted EBITDA excludes the following one-off costs:
 - (i) Expedited Shipping Fees paid to Expeditors
 - (ii) One-off services from Web Mechanix, Conversion Advocates, Bamboo Creative, Hubspot
 - (iii) Professional & legal fees for the set-up of NetSuite, financial systems, accounting, trademarks and contracts from PARO, Harley Luplow, Emerge Tech, Loomis Law Firm, Carsten Calhoun Law Firm, Sheils Winnubst Law Firm, JAG Accounting
 - (iv) Owner draws
- iv. all actual reported financial figures of the Brand as per 2020 and 2021 are correct; these figures are based on local accounting standards and methods, to be confirmed during due diligence;
- v. the change of ownership will not have a negative impact on any third party or customer relationships of the Brand; there are no material lagging change of control clauses.

2. Transaction Structure and Financing

The Transaction will be executed through Factory 14 Acquisitions S.à r.l., or a designated affiliate of the Buyer's group. The final structure will be determined after due diligence and tax advice. The Consideration shall be paid in cash.

3. Conditions Precedent

The proposed sale and purchase of the Brand is subject to:

- i. the Parties agreeing the terms of and entering into a legally binding agreement for the sale and purchase of the Brand; and
- ii. the Buyer being:
 - satisfied as to the outcome of its highly focused due diligence exercises; and
 - reasonably satisfied as to there being no suit, action or proceeding pending or threatened (including trademark or patent) before any court or governmental body whereby an unfavourable judgment, decree or order would prevent the carrying out of the transaction contemplated by this Letter, declare it unlawful or cause such transaction to be rescinded.

4. Due Diligence

The Buyer and its accountants, tax and legal counsel and any other advisors employed by the Buyer will, during the term of this Letter, be permitted to conduct a review of the commercial, financial, legal, tax and other matters of the Brand. Due diligence investigation will include, but will not be limited to, a complete review of the financial, legal, tax, technical, environmental, intellectual property and labour records and agreements of the Brand, as applicable, and any other matters as Buyer's accountants, tax

and legal counsel and other advisors deem relevant. The Buyer and its advisors shall be granted reasonable access to all required information.

We can act fast, always depending on the availability of the Sellers and access to all relevant information. Together with our advisors, we will be able to perform a highly focused and efficient due diligence upon short notice and we envisage signing within six weeks of receiving access to all relevant information.

5. Other Terms

Factory 14's obligation to close the proposed Transaction will be subject to customary conditions, including:

- i. the Buyer's satisfactory completion of due diligence;
- ii. all corporate bodies of the Buyer and Brand whose approval of the Transaction must be obtained pursuant to statutory or law or articles of association approving the Transaction;
- iii. the Parties' execution of the definitive purchase agreement and any ancillary agreements under the law of incorporation of Kettlebell Kings;
- iv. the receipt of any relevant regulatory approvals and third party consents, on terms satisfactory to the Buyer;
- v. the Sellers entering into restrictive covenants, in a form acceptable to the Buyer, agreeing not to, for a period of four years after closing: (i) compete in any business which competes with the business carried on by the Brand as of completion, being the sale of Kettlebells, (ii) knowingly hire or solicit any contractor or employee of the Brand and Buyer or encourage any such contractor or employee to leave such employment or service agreement, as applicable, and (iii) entice away any supplier of the Brand for a period of 24 months from completion; and
- vi. there being no material adverse change in the business, results of operations, prospects, condition (financial or otherwise) or assets of the Brand prior to closing the Transaction.

6. Warranties and Limitations

The Sellers provide the Buyer with customary warranties relating to the Brand and its business typical of a transaction of this size and nature and on terms to be agreed by the Parties.

The Sellers's liability under the warranties will be subject to customary limitations and customary set-off provisions, in terms to be agreed by the Parties.

7. Exclusivity

During the period starting on the date of signing this Letter by the Sellers until the earlier of (a) the date falling 60 days from the date of this Letter, or such other date as agreed in writing by the Parties, or (b) the date on which discussions regarding the proposed acquisition are terminated by mutual agreement, (the "**Exclusivity Period**"), the Sellers shall (and shall procure that none of his respective agents or employees shall), directly or indirectly:

- i. enter into or be involved in any discussion or negotiation with any person except the Buyer relating to a direct or indirect sale of any of the material assets of the Brand (except in the usual course of business); or
- ii. make available any information relating to the Brand to any person except the Buyer (except in the usual course of business).

8. Expenses

The Parties will each pay their own transaction expenses, including the fees and expenses of investment bankers and other advisors, incurred in connection with the proposed Transaction.

9. Governing Law

This Letter (and any dispute, controversy, proceedings or claim of whatever nature arising out of or in any way relating to this Letter or its formation, including any non-contractual disputes or claims) shall be construed in accordance with the laws of New York, USA. The courts of New York City shall have exclusive jurisdiction.

The definitive asset purchase and transfer agreement and the ancillary agreements ("**Transaction Documents**") shall be drafted by the Buyer in English. The laws of the state of incorporation of Kettlebell Kings shall apply to the Transaction Documents. The Buyer shall provide a draft of the asset purchase and transfer agreement to the Sellers latest 30 days prior to the end of the Exclusivity Period.

10. Confidentiality

This Letter is confidential to the Parties and their representatives and is subject to the confidentiality agreement entered into between the Buyer and the Sellers, which continues in full force and effect.

11. Expiry date

This Letter expires if not signed by the Sellers on or prior to 11:59 p.m. local time in Austin, Texas on 30th of August 2021.

12. Non-Binding Letter

This Letter reflects the intention of the Parties, but for the avoidance of doubt neither this Letter nor its acceptance shall give rise to any legally binding or enforceable obligation on any Party, except with regard to paragraphs 7 through 12 hereof. No contract or agreement providing for any transaction involving the Brand shall be deemed to exist between the Sellers and Buyer and any of its affiliates unless and until a final definitive purchase agreement has been executed and delivered.

We believe to be distinctively equipped to move Kettlebell Kings to the next level. With shareholders with a long-standing history in growing and internationalizing businesses including one of the most important media groups in Europe, Factory 14 is committed to making the necessary resources available to facilitate the Brand's growth strategy going forward.

We believe that our offer is financially attractive and provides the highest degree of transaction certainty for the Sellers ensuring an efficient execution of the Transaction.

Please do not hesitate to contact us should you have any questions regarding this Letter.

Yours sincerely,

Factory 14 Acquisitions S.à r.l.

Name: Guilherme Steinbruch

Title: Director

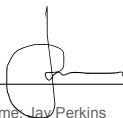
Name: Marcos Ramírez Gundelach

Title: Director

Acknowledged and agreed:



Name: Chad Price



Name: Jay Perkins



Name: Nehemiah Heard



ASSET PURCHASE AGREEMENT

BY AND AMONG

IL VENTURES, LLC – KETTLEBELL KINGS SERIES

("SELLER")

AND

**Mr. Chad Price, Mr. Jay Perkins and Mr. Nehemiah Heard
("FOUNDERS"),**

AND

Factory 14 UK Acquisition VI Ltd

("BUYER"),

DATED AS OF

November 1, 2021

ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT (this “**Agreement**”) is made and entered into as of November 1, 2021 by and between:

- A. **IL Ventures, LLC – Kettlebell Kings Series**, a separate series of a Texas series limited liability company formed under the laws of the state of Texas, U.S.A., with the registered address of 16475 Dallas Parkway, Suite 400, Addison, Texas 75230 (“**Seller**”);
- B. **Mr. Chad Price**, a national of U.S.A., residing at the address of 1801 Veneer, Austin, TX 78748, who is the ultimate owner of a 33.33% membership interest in the Seller and is a manager of the Seller (“**Mr. Price**”); **Mr. Jay Perkins**, a national of U.S.A., residing at the address of 2908 South 5th, #A, Austin, TX 78704, who is the ultimate owner of 33.33% of a membership interest in the Seller and is a manager of the Seller (“**Mr. Perkins**”); and **Mr. Nehemiah Heard**, a national of U.S.A., residing at the address of 4200 Scotland, #136, Houston, TX 77007, who is the ultimate owner of a 33.34% membership interest in Seller and is a manager of the Seller (“**Mr. Heard**” and all jointly referred as “**Founders**”); and
- C. **Factory 14 UK Acquisition VI Ltd**, a limited liability company incorporated under the laws of England and Wales, with the registered address of 11 Laura Place, Bath, BA2 4BL, United Kingdom (“**Buyer**”) (each a “**Party**” and, collectively, the “**Parties**”)

RECITALS

WHEREAS, Seller is engaged in the business of selling kettlebells, sports equipment and activewear through e-commerce (the “**Business**”);

WHEREAS, Seller is one of two separate series of IL Ventures, LLC, a Texas series limited liability company (“**IL Ventures**”); the second series is IL Ventures, LLC – Living.Fit Series (“**Living.Fit**”), which is engaged in the Living.Fit Business;

WHEREAS, the Buyer desires to purchase from Seller, and Seller and the Founders desire to sell to Buyer, certain specifically selected assets of the Seller used and/or useful in the operation of the Business, and Buyer desires to assume from Seller, and Seller and Founders desire to assign to Buyer, certain specifically enumerated liabilities and obligations of Seller with respect to the operation of the Business, in each case for the consideration and in accordance with the terms and conditions of this Agreement; and

WHEREAS, Buyer, the Founders and Seller desire to enter into this Agreement for the purpose of setting forth their mutual understandings and agreements with respect to the foregoing; and

WHEREAS, capitalized terms used but not defined in the context of the Section in which such terms first appear shall have the meanings set forth in Section 1.01.

NOW, THEREFORE, in consideration of the mutual representations, warranties, covenants and agreements contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Article I. DEFINITIONS.

Section 1.01 Certain Defined Terms.

Section 1.02 For purposes of this Agreement:

“Acquired Assets” has the meaning set forth in Section 2.01.

“Acquisition Proposal” means (i) the sale of any equity or any assets (other than in the ordinary course of business) of Seller, (ii) any acquisition, divestiture, merger, equity exchange, consolidation, redemption, financing, or similar transaction involving Seller or, with respect to Seller, Founders (iii) any similar sale or acquisition transaction or business combination involving Seller or, with respect to Seller, Founders.

“Actual Inventory Value” means the at-cost value of the items, goods, and materials held by the Seller for sale (including in transit or production), in the market to earn a profit.

“Affiliate” means, with respect to any Person, any other Person which directly or indirectly controls, is controlled by, or is under common control with such Person. For the purposes of this definition, “control” (including the terms “controlled by” and “under common control with”), with respect to the relationship between or among two or more Persons, shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the affairs or management of a Person, whether through the ownership of voting securities, by agreement or otherwise.

“Agreement” has the meaning set forth in the preamble.

“Ancillary Agreements” means the Assignment and Assumption Agreement, the Intellectual Property Assignment Agreement and the Consulting Agreements.

“Anticorruption Laws” has the meaning set forth in Section 3.13.

“Assignment and Assumption Agreement” has the meaning set forth in Section 2.07.

“Business” has the meaning set forth in the recitals. Notwithstanding any provision herein to the contrary, in no event shall the Business include the Living.Fit Business.

“Business Day” means any day other than a Saturday, Sunday, and those legal public holidays specified in 5 U.S.C. § 6103(a), as amended from time to time.

“Buyer” has the meaning set forth in the preamble.

“Buyer Indemnatee” has the meaning set forth in Section 7.03.

“Buyer Warranty Breach” has the meaning set forth in Section 7.03.

“CARES Act” means the Coronavirus Aid, Relief, and Economic Security Act (Pub. L. 116-136) and any administrative or other guidance published with respect thereto by any Governmental Entity.

“Closing Payment” has the meaning set forth in Section 2.04.

“Closing” has the meaning set forth in Section 2.07.

“Closing Date” has the meaning set forth in Section 2.07.

“Competing Business” means the manufacturing, marketing or selling of kettlebells or related kettlebell training equipment anywhere in the world. Notwithstanding any provision herein to the contrary, in no event shall the Living.Fit Business constitute a Competing Business.

"Code" means the Internal Revenue Code of 1986, as amended, and the rules and regulations promulgated thereunder.

"Consideration" shall mean the Closing Payment, the Actual Inventory Value, and the Earn-out Payment, collectively.

"Consulting Agreements" has the meaning set forth in Section 2.06.

"Contract" means any legally binding contract, subcontract, agreement, license, sublicense, lease, sublease, instrument, indenture, promissory note, or other written or oral and legally binding commitment or undertaking.

"COVID-19" means SARS-Cov-2 or COVID-19, and any evolutions or mutations thereof of related or associated epidemics, pandemics, or disease outbreaks.

"COVID-19 Measures" means any quarantine, shelter in place, stay at home, workforce reduction, social distancing, shut down, closure, sequester, or any other Law, directive, guidelines, or recommendations by any Governmental Authority in connection with or in response to COVID-19.

"Default" means any breach or violation of, default under, contravention of, or conflict with, any contract, Law, Order, or Permit, any occurrence of any event that with the passage of time or the giving of notice or both would constitute a breach or violation of, default under, contravention of, or conflict with, any contract, Law, Order, or Permit, or any occurrence of any event that with or without the passage of time or the giving of notice would give rise to a right of any Person to exercise any remedy or obtain any relief under, terminate or revoke, suspend, cancel, or modify or change the current terms of, or renegotiate, or to accelerate the maturity or performance of, or to increase or impose any liability under, any contract, Law, Order, or Permit.

"Disclosure Schedule" means the disclosure schedule attached to this Agreement as Appendix 1.

"Earn-out Payment" has the meaning given in Section 2.04.

"Earn Out Payment Calculations" has the meaning given in Section 2.04.

"EBITDA" means the definition given in Exhibit 1 of Appendix 2.

"Exchange Act" has the meaning set forth in Section 3.04.

"Excluded Assets" has the meaning set forth in Section 2.02.

"FCPA" has the meaning set forth in Section 3.13.

"Financial Statement Date" has the meaning set forth in Section 3.04.

"Financial Statements" has the meaning set forth in Section 3.04.

"First Amendment" has the meaning set forth in Section 2.07.

"Founders" has the meaning set forth in recitals.

"Fundamental Representations" has the meaning set forth in Section 7.01.

"GAAP" means United States generally accepted accounting principles and practices in effect from time to time applied consistently throughout the periods involved.

"Governmental Authority" means the government of the United States or any other nation, or of any political subdivision thereof, whether national, state, local, domestic, foreign, or international governmental or judicial, legislative, executive, administrative or regulatory authority, tribunal, agency, authority, instrumentality, regulatory, body, court, central bank or other entity or commission, or other governmental, quasi-governmental or regulatory authority or agency, domestic, foreign, or international exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government (including any supra-national bodies such as the European Union or the European Central Bank).

"IL Ventures" has the meaning set forth in the above recitals.

"Indebtedness" of any Person means, without duplication, (a) the principal of, accrued and unpaid interest and any premium or penalty in respect of (i) Indebtedness of such Person for money borrowed and (ii) Indebtedness evidenced by notes, debentures, bonds or other similar instruments the payment of which such Person is responsible or liable for; (b) all liabilities of such Person issued or assumed as the deferred purchase price of property (but excluding trade accounts payable incurred in the ordinary course); (c) all liabilities in respect of letters of credit and bank guarantees; (d) all liabilities for capitalized leases; (e) the amount of any net payments due upon settlement of outstanding hedges, swaps or similar arrangements; and (f) all obligations of the type referred to in clauses (a) through (e) of any Person the payment of which such Person is responsible or liable for, directly or indirectly, as obligor, guarantor or surety.

"Indemnatee" has the meaning set forth in Section 7.04.

"Indemnitor" has the meaning set forth in Section 7.04.

"Intellectual Property" means and includes (i) patents, applications for patents (including divisions, provisionals, continuations, continuations in-part and renewal applications), and any renewals, extensions or reissues thereof, in any jurisdiction; (ii) inventions, discoveries, and ideas, whether patentable or not in any jurisdiction; (iii) trademarks, service marks, brand names, certification marks, trade dress, assumed names, domain names, trade names and other indications of origin, the goodwill associated with the foregoing and registrations in any jurisdiction of, and applications in any jurisdiction to register, the foregoing, including any extension, modification or renewal of any such registration or application; (iv) nonpublic information, trade secrets, know-how, formulae, processes, procedures, research records, records of invention, test information, market surveys, and confidential information, whether patentable or not in any jurisdiction and rights in any jurisdiction to limit the use or disclosure thereof by any Person; (v) writings and other works, whether copyrightable or not in any jurisdiction, and any renewals or extensions thereof; (vi) any similar intellectual property or proprietary rights; (vii) software, including all types of computer software programs, operating systems, application programs, software tools, firmware (including all types of firmware, firmware specifications, mask works, circuit layouts and hardware descriptions) and software imbedded in equipment, including both object code and source code, and all written or electronic data, documentation and materials that explain the structure or use of software or that were used in the development of software, including software specifications, or are used in the operation of the software (including logic diagrams, flow charts, procedural diagrams, error reports, manuals and training materials, look-up tables and databases), whether patentable or not in any jurisdiction and rights in any jurisdiction to limit the use or disclosure thereof and registrations thereof in any jurisdiction, and applications in any jurisdiction to register, the foregoing, including any extension, modification or renewal of any such registration or application; and (viii) any claims or causes of action (pending, threatened or which could be filed) arising out of any infringement or misappropriation of any of the foregoing.

"Intellectual Property Assets" has the meaning set forth in Section 2.01.

"Intellectual Property Assignment Agreement" has the meaning set forth in Section 2.07.

"Inventories" has the meaning set forth in Section 2.01

"IRS" means the Internal Revenue Service of the United States of America.

"Knowledge" of Seller or Founders with respect to any fact or matter means:

- a) an individual will be deemed to have "Knowledge" of a particular fact or matter: (i) if such individual has actual knowledge of such fact or matter or (ii) if such individual could reasonably have acquired actual knowledge of such fact or matter in the ordinary course of performance of his duties as an officer of the Seller after inquiry, with respect to such fact or matter; and
- b) Seller will be deemed to have "Knowledge" of a particular fact or matter only if any individual who, as of a given time of determination, is a Founder.

"Law" has the meaning set forth in Section 3.10.

"Liabilities" means, with respect to any Person, any liability or obligation of such Person of any kind, character, or description, whether known or unknown, absolute or contingent, accrued or unaccrued, disputed or undisputed, liquidated or unliquidated, secured or unsecured, joint or several, due or to become due, vested or unvested, executory, determined, determinable or otherwise, and whether or not the same is required to be accrued on the financial statements of such Person.

"Lien" means, with respect to any property or asset, all pledges, liens, mortgages, charges, claims, encumbrances, hypothecations, options, rights of first refusal, rights of first offer, and security interests of any kind or nature whatsoever.

"LTM EBITDA" means US\$935,978.

"Living.Fit" has the meaning set forth in the above Recitals.

"Living.Fit Assets" means all right, title, and interest in and to the assets necessary to conduct or otherwise associated with the operation of the Living.Fit Business, including the Living.Fit Products and the other assets listed in Section 1.01.

"Living.Fit Business" means the business of developing, marketing, offering, selling, and providing Living.Fit Products (including products based upon and derivatives or improvements of Living.Fit Products), including through e-commerce. For the avoidance of doubt, the Living.Fit Business does not include any manufacture or sale of any product under the "Kettlebell Kings" brand or any exercise equipment other than the equipment listed in Section 1.01 of the Disclosure Schedule.

"Living.Fit Products" means the following products or product lines: (i) physical training, exercise, and nutritional services, including courses, plans, programs, tutorials, workshops, informationals, and certifications (including, but not limited to, those conducted live and in-person or through live-stream or recorded media) and (ii) all exercise equipment, apparel, videos, digital media, materials, and other products listed in Section 1.01 of the Disclosure Schedule under the Section heading "Living.Fit Products."

"Losses" means actual out-of-pocket losses, damages, liabilities, costs or expenses, including court fees and

reasonable attorneys' fees.

"Material Adverse Effect" means any state of facts, change, development, event, effect, condition, occurrence, action or omission that, individually or in the aggregate, has or could be reasonably expected to have, a material adverse effect on any aspect of the business, prospects, assets, properties, financial condition, results of operations or prospects of the Business, the ability of Buyer to operate the Business and Assets after the Closing on substantially the same basis as theretofore operated by Seller, or Seller's ability to consummate the transaction contemplated by this Agreement; provided, however, that "Material Adverse Effect" shall not include any event, occurrence, fact, condition or change, directly or indirectly, arising out of or attributable to any action required or permitted by this Agreement or any action taken (or omitted to be taken) with the written consent of or at the written request of Buyer.

"Material Contract" has the meaning set forth in Section 3.12.

"Medicare" has the meaning ascribed to such term in the CARES Act.

"Non-Solicitation Period" has the meaning set forth in Section 5.01.

"Order" has the meaning set forth in Section 3.10.

"Parties" has the meaning set forth in the preamble.

"Party" has the meaning set forth in the preamble.

"Perkins Note" has the meaning set forth in Section 2.03.

"Permits" has the meaning set forth in Section 3.10.

"Permitted Liens" means (a) Liens for Taxes not yet due and payable or being contested in good faith by appropriate procedures; (b) mechanics', carriers', workmen's, repairmen's, or other like Liens arising or incurred in the ordinary course of business; (c) Liens securing indebtedness that will be retired in full by Seller or its Affiliates on or prior to the Closing Date and (d) other imperfections of title or Liens, if any, that have not had, and would not reasonably be expected to interfere in any material respect with the Business or result in any payment to third parties in excess of USD\$ 5,000 in the aggregate.

"Person" means an individual, partnership, corporation, business trust, limited liability company, series of a limited liability company, limited liability partnership, joint stock company, trust, unincorporated association, joint venture or other entity or a Governmental Authority.

"Proceeding" has the meaning set forth in Section 3.10.

"Product" means (A) any product or service that the Seller is manufacturing, marketing, selling or developing on the date of this Agreement and (B) any other product or service that the Seller has marketed, sold, or developed at any time during the three-year period immediately prior to the date of this Agreement. Notwithstanding any provision herein to the contrary, Products do not include Living.Fit Products.

"Release" means any release, spill, leaking, dumping, pouring, emitting, emptying, pumping, discharge, injection, escaping, leaching, dispersal, disposal of or migration into or through the environment or within any building, structure, or facility.

"Representative" means Persons acting, directly or indirectly, on behalf of another Person, including such Person's officers, directors, employees, representatives, agents, independent accountants, investment bankers, and counsel.

"Restricted Period" has the meaning set forth in Section 5.01.

"Retained Liabilities" has the meaning set forth in Section 2.03.

"Retaining Party" has the meaning set forth in Section 2.03.

"SBA Loan" has the meaning set forth in Section 2.03.

"Seller" has the meaning set forth in preamble.

"Seller Employers" has the meaning set forth in Section 3.07.

"Seller Indemnitee" has the meaning set forth in Section 7.02.

"Seller Warranty Breach" has the meaning set forth in Section 7.02.

"Specifically Assumed Contracts" has the meaning set forth in Section 2.01.

"Specifically Assumed Liabilities" has the meaning set forth in Section 2.03.

"Subsidiary" of any Person means any corporation, partnership, limited liability company, joint venture or other legal entity of which such Person (either above or through or together with any other subsidiary), owns, directly or indirectly, more than fifty percent (50%) of the shares or other equity interests the holders of which are generally entitled to vote for the election of the board of directors or other governing body of such corporation or other legal entity.

"Tax(es)" means any and all U.S. federal, state, local and non-U.S. taxes, assessments and other governmental charges, duties (including stamp duty), impositions and liabilities, including capital gains tax, taxes based upon or measured by gross receipts, income, profits, sales, use and occupation, and value added, ad valorem, transfer, franchise, withholding, payroll, recapture, employment, escheat, excise and property taxes as well as public imposts, fees and social security charges (including health, unemployment, workers' compensation and pension insurance), together with all interest, penalties, and additions imposed by a Governmental Authority with respect to such amounts.

"Tax Returns" has the meaning set forth in Section 3.09.

"Threshold Amount" has the meaning set forth in Section 7.05.

"Transfer Taxes" means all sales, use, transfer and all other non-income taxes, and any fees incurred in connection with the purchase and sale of the Acquired Assets.

Year 1 means the 12-month period commencing on the Closing Date and ending on the first anniversary of the Closing Date.

Year 2 means the 12-month period commencing on first anniversary of the Closing Date and ending on the second anniversary of the Closing Date.

Year 3 means the 12-month period commencing on second anniversary of the Closing Date and ending on the third anniversary of the Closing Date.

Year 1 EBITDA means the cumulative EBITDA of Buyer (and any successor or assign (whether direct or indirect, by purchase, merger, consolidation, or otherwise) to all or substantially all of the business or assets of Buyer) generated in Year 1 (converted to US Dollars).

Year 2 EBITDA means the cumulative EBITDA of Buyer (and any successor or assign (whether direct or indirect, by purchase, merger, consolidation, or otherwise) to all or substantially all of the business or assets of Buyer) generated in Year 2 (converted to US Dollars).

Year 3 EBITDA means the cumulative EBITDA of Buyer (and any successor or assign (whether direct or indirect, by purchase, merger, consolidation, or otherwise) to all or substantially all of the business or assets of Buyer) generated in Year 3 (converted to US Dollars).

Year 1 Incremental EBITDA means Year 1 EBITDA minus LTM EBITDA, with a floor of nil.

Year 2 Incremental EBITDA means Year 2 EBITDA minus the greater of Year 1 EBITDA and LTM EBITDA, with a floor of nil.

Year 3 Incremental EBITDA means Year 3 EBITDA minus the greater of Year 2 EBITDA, Year 1 EBITDA and LTM EBITDA, with a floor of nil.

Article II. PURCHASE AND SALE OF ASSETS.

Section 2.01 Purchase and Sale of Assets.

Upon the terms and subject to the conditions set forth in this Agreement, on the Closing Date, Seller shall sell, transfer, assign, convey, and deliver to Buyer, and Buyer shall purchase and acquire from Seller, the Acquired Assets of the Seller, free and clear of all Liens other than Permitted Liens. **"Acquired Assets"** means all right, title, and interest in and to all of the assets of Seller used and/or useful in the operation of the Business and shall include all of Seller's rights, title, and interests in and to such assets, which assets include for the avoidance of doubt the below listed assets in a) to k) as follows and only exclude the Excluded Assets:

- a) all tangible personal property (whether as owner, lessor, lessee or otherwise), including, without limitation, all machinery, equipment, instruments, wiring, tools, molds, tooling, dies, fixtures, material handling equipment, and packaging equipment;
- b) all Intellectual Property, associated goodwill, related licenses and sublicenses (in each case, whether granted or obtained), and other rights, remedies against infringements of, in each case, that is owned by Seller and Founders and used in connection with the Business, and rights to protection of interests in Intellectual Property under the Laws of all jurisdictions, including without limitation those listed in Section 2.01(b) of the Disclosure Schedule (**"Intellectual Property Assets"**);
- c) the Contracts and all associated rights of Seller (the **"Specifically Assumed Contracts"**) listed in Section 2.01(c) of the Disclosure Schedule;
- d) to the extent freely transferable, all approvals, Permits, licenses, orders, registrations, certificates, variances, and similar rights obtained by, on behalf of, or for the benefit of Seller from any Governmental Authority;
- e) all books, records, ledgers, files, documents, financial and accounting records, machinery and equipment maintenance files, customer lists, customer purchasing histories, price lists, distribution lists, email lists, supplier lists, production data, quality control records and

procedures, customer complaints and inquiry files, correspondence with any Governmental Authority, operation manuals and procedures, sales material and records (including pricing history, total sales, terms and conditions of sale, sale and pricing policies and practices), strategic plans, lists, plats, drawings, specifications, creative materials, advertising, marketing and promotional materials, studies, reports, and other printed or written materials (collectively "**Records**") used and/or useful in the operation of the Business;

- f) all prepaid expenses; all choses in action, causes of action, claims, and demands of Seller (whether known or unknown, matured or unmatured, accrued or contingent), including rights to returned or repossessed goods and rights as an unpaid vendor; rights of recovery, rights of warranty and indemnity, rights to product liability insurance proceeds, rights of set-off and rights of recoupment; all security deposits, utility deposits and other deposits; all marketing and advertising materials, all supplies and miscellaneous assets; the Uniform Product Code Symbols of Seller; and the use of any telephone numbers that are used in the operation of the Business;
- g) all inventories of Seller, wherever located (including inventories purchased but not yet received by Seller), including all finished goods, work in process, raw materials, spare parts and all other materials and supplies to be used or consumed by Seller in the production of finished goods ("**Inventories**");
- h) all claims and causes of action of Seller against third parties relating to the Acquired Assets, whether choate or inchoate, known or unknown, contingent or noncontingent;
- i) all insurance benefits, including rights and proceeds, arising from or relating to the Acquired Assets or the Specifically Assumed Liabilities prior to the Closing, unless expended in accordance with this Agreement;
- j) those rights relating to deposits and prepaid expenses and claims for refunds and rights to offset (excluding items related to payment of Taxes); and
- k) all of Seller's rights under warranties, indemnities, and all similar rights against third parties to the extent related to the Acquired Assets.

Section 2.02 Excluded Assets. Notwithstanding anything to the contrary contained in Section 2.01 or elsewhere in this Agreement, the following assets of Seller (and its Affiliates) (the "**Excluded Assets**") are excluded from the Acquired Assets and shall be retained by Seller and remain the property of Seller following the Closing:

- a) all cash and cash equivalents as of the Closing Date;
- b) all accounts receivable;
- c) all Contracts that are not Specifically Assumed Contracts;
- d) the limited liability company seals, organizational documents, minute books, membership interest transfer books, Tax Returns, books of account or other records having to do with the organization of Seller or IL Ventures, all employee-related or employee benefit-related files or records, other than personnel files of Transferred Employees, and any other books and records which Seller is prohibited from disclosing or transferring to Buyer under applicable Law and is required by applicable Law to retain;
- e) all Records used and/or useful in connection with the operation of the Living.Fit Business and any other Records not included in Section 11.01(e);
- f) all Tax assets (including duty and Tax refunds and prepayments) of Seller or any of its Affiliates;
- g) the rights which accrue or will accrue to Seller under this Agreement and the Ancillary Agreements;
- h) Living.Fit Products and Living.fit Assets;
- i) all claims, causes of action, demands, rights of setoff, warranties, indemnities, defenses, and similar rights to the extent related to any of the foregoing Excluded Assets, the Retained

- Liabilities, or the Living.Fit Business; and
- j) any other assets identified on Section 2.02 of the Disclosure Schedule.

Section 2.03 Assumption of Liabilities.

- (a) Assumed Liabilities. At the Closing, Buyer shall assume and agree to pay, perform, and discharge when due in accordance with their respective terms, only the following Liabilities of the Seller (the “**Specifically Assumed Liabilities**”):
 - (i) All Liabilities arising under Specifically Assumed Contracts, but only to the extent that such Liabilities thereunder are required to be performed after the Closing Date and do not relate to any failure to perform, improper performance, warranty, or other breach, default, or violation by Seller on or prior to the Closing;
 - (ii) Liabilities in respect of Taxes (as defined below) for which Buyer is responsible; and
 - (iii) any warranty or other obligations to provide service on, or to repair or replace, any products manufactured or sold by Seller as they only relate and are connected to the Acquired Assets (and not any Excluded Assets) prior to the Closing Date.

For the avoidance of doubt, Buyer shall not assume or be liable for any Liabilities of Seller arising at or prior to the Closing.

- (b) Retained Liabilities. Notwithstanding anything to the contrary contained in this Section or elsewhere in this Agreement, Seller shall maintain sole responsibility of, and solely shall retain, pay, perform, and discharge, all liabilities of Seller other than the Specifically Assumed Liabilities, including the following (collectively, the “**Retained Liabilities**”):
 - (i) any Liability related to the Excluded Assets;
 - (ii) any Liability for Taxes (other than Liabilities pursuant to Section 2.03(a)(ii)), including (i) any Taxes arising as a result of Seller's operation of its Business or ownership of the Acquired Assets prior to the Closing, (ii) any Taxes that will arise as a result of the sale of the Acquired Assets pursuant to this Agreement, (iii) any employment Taxes paid or to be paid by Seller for any reason whatsoever, (iv) any taxes related to appendix 1 section 3.09 with regards to Texas franchise tax return applicable to the Business for 2020 due on November 15, 2021, and (v) any deferred Taxes of any nature;
 - (iii) any Liability under any Contract that is not a Specifically Assumed Contract;
 - (iv) any Liability under any employee benefit plans or relating to payroll, vacation, sick leave, workers' compensation, unemployment benefits, pension benefits, employee stock option or profit-sharing plans, healthcare plans or benefits or any other employee plans or benefits of any kind for Seller's employees or former employees or both, including any Liability with respect to the payment of bonuses for any reason;
 - (v) any Liability under any employment, severance, retention or termination agreement with any employee of Seller or any of its Affiliates;
 - (vi) any Liability of Seller to any stockholder or Affiliate of Seller, other than Liabilities incurred in the ordinary course of business;
 - (vii) any Liability to indemnify, reimburse or advance amounts to any officer, director, employee, or agent of Seller, other than Liabilities incurred in the ordinary course of business (and Liabilities for indemnification under this Agreement);
 - (viii) any Liability for wages, remuneration, compensation (including any equity grants, bonuses or commissions due any employee arising in connection with the transactions contemplated

hereby), benefits, severance or other accrued obligations (i) associated with any current or former employee, consultant, director or other service provider of any Seller or any Affiliate of any Seller who does not become a Transferred Employee (or any dependent or beneficiary thereof), and (ii) with respect to any Transferred Employee, arising solely in connection with his or her service to Seller or any Affiliate of Seller prior to the date hereof, and

- (ix) any claim of an unfair labor practice, or any claim under any state unemployment compensation or worker's compensation Law or regulation or under any federal or state employment Law or other Law or regulation relating to employment, discrimination, classification or other matters relating to current or former employees, consultants, directors or other service providers (including any service providers), in any case, with respect to (i) any individual who does not become a Transferred Employee (or any dependent or beneficiary thereof), and (ii) any Transferred Employee, arising solely in connection with his or her service to Seller or any Affiliate of the Seller prior to the date hereof; "Transferred Employee" means each employee of Seller or its Affiliates who commences employment with Buyer or an Affiliate thereof, whether upon or following the Closing;
- (x) any Liability to distribute to or otherwise apply to any of Seller's members all or any part of the consideration received hereunder;
- (xi) any Liability arising out of any Proceeding pending as of the Closing;
- (xii) any Liability arising out of any Proceeding commenced after the Closing, but only to the extent arising out of or relating to any occurrence or event happening prior to the Closing;
- (xiii) any Liability arising out of or resulting from Seller's compliance or noncompliance with any Law or Order of any Governmental Authority;
- (xiv) any Liability of Seller under this Agreement or any other document executed in connection with the transactions contemplated hereby, including any Liability of Seller for expenses incurred by Seller or its Affiliates in connection with this Agreement and any Liability of Seller for any bonuses, commissions, or incentive payments paid or payable to any Person by reason of the consummation of the transactions contemplated hereby;
- (xv) any Liability of Seller based upon Seller's acts or omissions occurring after the Closing;
- (xvi) any Liability of Seller arising under that certain loan from the U.S. Small Business Administration, Loan No. 3201217205 (the "**SBA Loan**"), any Liability of Seller under that certain Future Receivables Sale and Merchant Cash Agreement with Wayflier Financial, LLC ("**WayFlier Agreement**"), any working capital facility between Seller and PayPal ("**PayPal Credit Facility**"), and that certain Promissory Note by Seller to Mr. Perkins dated September 15, 2021 in the original principal amount of \$142,104.60 (the "**Perkins Note**", and collectively with the SBA Loan and PayPal Credit Facility, the "**Seller's Credit Facilities**").

Notwithstanding any provision herein to the contrary: (A) within fifteen (15) days following Seller's receipt of the Closing Payment, Seller or its Affiliates shall have repaid in full the outstanding balances of the Seller's Credit Facilities; and (B) while such repayment is not a condition precedent to Buyer's obligations to make the deliveries required under Section 2.07(b), Closing shall not be deemed to have occurred until Seller delivers evidence of repayment of the Seller's Credit Facilities to Buyer, and if Seller fails to timely deliver such evidence, the documents delivered under Section 2.07 shall be null and void, and Seller shall return to Buyer the Closing Payment.

Section 2.04 Purchase Price and Earn-Out

The Consideration to be paid by Buyer to Seller for the Acquired Assets and Specifically Assumed Liabilities shall consist of three elements, payable as follows:

- a) **Closing Payment.** At the Closing or within ten (10) Business Days thereafter, Buyer shall pay Seller US\$4,500,000 (the "**Closing Payment**") by wire transfer of immediately available funds in accordance with the wire transfer instructions set forth below.
- b) **Actual Inventory Value.** Within twenty (20) Business Days following the Closing Buyer shall pay Buyer an amount (in US Dollars) equal to the sum of (x) \$24,000, plus (y) the value of the Inventories included in the Acquired Assets calculated in accordance with the provisions set forth in Appendix 2 attached hereto (the "**Actual Inventory Value**"), by wire transfer of immediately available funds in accordance with the wire transfer instructions set forth below.
- c) **Earn-out Payment.** Buyer shall pay to Seller the following earn-out payments (each, an "**Earn-out Payment**"; collectively, the "**Earn-Out Payments**"), by wire transfer of immediately available funds in accordance with the wire transfer instructions set forth below:
 - i. **First instalment of the Earn-Out Payment:** In the event the Year 1 Incremental EBITDA is greater than \$0, Buyer shall pay Seller an amount (in US Dollars) equal to two hundred percent (200%) of such Year 1 Incremental EBITDA;
 - ii. **Second instalment of the Earn-Out Payment:** In the event the Year 2 Incremental EBITDA is greater than \$0, Buyer shall pay Seller an amount (in US Dollars) equal to two hundred percent (200%) of any Year 2 Incremental EBITDA; and
 - iii. **Third instalment of the Earn-Out Payment:** In the event the Year 3 Incremental EBITDA is greater than \$0, Buyer shall pay Seller an amount (in US Dollars) equal to two hundred percent (200%) on any Year 3 Incremental EBITDA.

No later than fifteen (15) Business Days after the one-year anniversary, two-year anniversary and three-year anniversary, respectively, of the Closing, the Buyer shall deliver to the Seller the calculations of the Earn-Out Payment for such year then ended and the earn-out calculations made pursuant to clauses i-iii above for such year (collectively, the "**Earn Out Payment Calculations**"), together with Buyer's financial statements covering the entire year in question, which financial statements shall: (A) have been prepared in accordance with past business practices in effect from time to time, applied on a consistent basis throughout the period involved; (B) fairly present the financial condition of the business of Buyer as of the respective dates they were prepared and the results of the operations of the Business for the periods indicated; and (C) shall be accompanied by a written statement from Buyer certifying the matters stated in the above clauses (A) and (B). The Earn-Out Payment Calculations shall be prepared in accordance with Exhibit 3a of Appendix 2 and shall be paid within fifteen (15) business days post reception of such calculations.

The Purchase Price, the Actual Inventory Value, and the Earn Out Payment shall be paid by the Buyer for the Seller's benefit to:

Bank Name: Chase Bank
 Address: 175 Yale Street, Houston, TX 77007
 Beneficiary Name: IL Ventures, LLC
 Account Number: 325375258
 Swift: CHASUS33
 Fedwire routing number: 111000614

Section 2.05 The Founders' Post-Closing Consulting Engagement

The Founders (who own a substantial interest in Seller and benefit, directly or indirectly, from the transactions contemplated hereby), excluding Mr. Heard, agree to enter into a consulting agreement ("**Consulting Agreement**"), substantially in the form set forth in Appendix 5. In the event that Mr. Price or Mr. Perkins, in the performance of their respective services under the Consulting Agreements, (a) commit any gross misconduct affecting the business of Buyer or (b) is convicted of any criminal offence which brings or is

reasonably likely to bring Buyer into disrepute (each, a "**Forfeiture Event**"), then all future Earn-Out Payments (i.e., those Earn-Out Payments that have not yet been earned by Seller as of the date of such Forfeiture Event) that could thereafter be earned by Seller pursuant to Section 2.04(c), shall be reduced by fifty percent (50%). In the event that both Mr. Price and Mr. Perkins commit or suffer to exist a Forfeiture Event, then all future Earn-Out Payments (determined as of the date that the last of Mr. Price or Mr. Perkins commits or suffers to exist a Forfeiture Event) that could thereafter be earned by Seller pursuant to Section 2.04(c) shall be forfeited in their entirety.

Section 2.06 Closing Date.

The closing of the transactions contemplated by this Agreement (the "**Closing**") shall take place by portable document format (pdf) email and exchange of documents, or by other agreed upon electronic means at 6:00 p.m., CET, on November 1, 2021 or on another date not later than November 1, 2021, as the Parties may mutually agree. The date and time at which the Closing occurs is referred to as the "**Closing Date**."

Section 2.07 Closing Deliverables.

At the Closing:

- a) Seller shall deliver to Buyer:
 - i. **Bill of Sale, Assignment and Assumption Agreement.** Seller shall deliver a bill of sale, assignment and assumption agreement in the form set forth in Appendix 3 (the "**Assignment and Assumption Agreement**"), duly executed by Seller, pursuant to which (A) Seller shall transfer and assign all of the Acquired Assets to Buyer, and (B) Buyer shall assume all Specifically Assumed Liabilities;
 - ii. **Intellectual Property Assignment.** Seller, the Founders, and the designated third parties affiliated with the Seller and Founders, shall deliver assignments of all Intellectual Property Assets and separate assignments of all registered Marks, Patents and Copyrights substantially in the form set forth in Appendix 4 (the "**Intellectual Property Assignment Agreement**"), duly executed by Seller the Founder, and the designated third parties affiliated with the Seller and Founder; and
 - iii. **Consulting Agreements.** Each of Mr. Price and Mr. Perkins shall deliver to the Buyer, the relevant duly signed Consulting Agreement;
 - iv. **Corporate Resolutions.** A copy of the resolution(s) passed by the members and managers of the Seller authorizing the terms of this Agreement, the execution by the Seller of this Agreement and all other documents ancillary to it or the transactions contemplated herein, and authorizing the relevant signatory or signatories to execute this Agreement and any such other documents on the Seller's behalf;
 - v. First Amendment to Contribution Agreement and Marketing and Revenue Sharing Agreement in the form approved by the parties ("**First Amendment**"), duly executed by Seller and its Affiliates who are signatories thereto; and
 - vi. such other documents as may be reasonably necessary to consummate the transaction contemplated by this Agreement as reasonably requested by Buyer or its counsel.
- b) Buyer shall deliver to Seller or cause to be delivered to Seller:

- i. **Closing Payment.** Buyer shall deliver the Closing Payment by wire transfer to the Seller in accordance with Section 2.04(a);
- ii. **Assignment and Assumption Agreement.** Buyer shall deliver the Assignment and Assumption Agreement, duly executed by Buyer.
- iii. **Intellectual Property Assignment Agreement.** Buyer shall deliver the Intellectual Property Assignment Agreement, duly executed by Buyer.
- iv. **Consulting Agreements.** The Buyer shall deliver to the Founders the duly signed Consulting Agreement;
- v. First Amendment duly executed by Buyer; and
- vi. such other documents as may be reasonably necessary to consummate the transactions contemplated by this Agreement as reasonably requested by Seller or its counsel.

Section 2.08 Third-Party Consents.

To the extent that Seller's rights under any of the Specifically Assumed Contracts or any other Specified Acquired Asset may not be assigned to Buyer without the consent of another Person which has not been obtained, this Agreement shall not constitute an agreement to assign the same if an attempted assignment would constitute a breach or be unlawful, and Seller, at its sole expense, shall use commercially reasonable efforts to obtain any such required consent(s) as promptly as possible. If any such consent shall not be obtained or if any attempted assignment would be ineffective or would impair Buyer's rights under the Specified Acquired Asset in question so that Buyer would not in effect acquire the benefit of all such rights, Seller, to the maximum extent permitted by Law shall act after the Closing as Buyer's agent in order to obtain for it without cost to Buyer the benefits thereunder and shall cooperate, to the maximum extent permitted by Law, with Buyer in any other reasonable arrangement designed to provide such benefits to Buyer.

Section 2.09 Allocation of Consideration.

The Consideration and the Assumed Liabilities shall be allocated among the Acquired Assets for all purposes (including Tax and financial accounting) as shown on the allocation schedule set forth on Section 2.09 of the Disclosure Schedules (the "**Allocation Schedule**"). The Allocation Schedule shall be prepared in accordance with Section 1060 of the Code. Buyer and Seller shall file Tax Returns in a manner consistent with the Allocation Schedule.

Article III. REPRESENTATIONS AND WARRANTIES OF SELLER AND THE FOUNDERS.

Seller and the Founders hereby jointly and severally represent and warrant to Buyer as of the date hereof and as of the Closing as follows:

Section 3.01 Organization and Series Power.

Seller is a series of a limited liability company duly organized, validly existing and in good standing under the Laws of the State of Texas and has all organizational power and authority necessary to own or lease its properties and assets and to carry on the Business as currently conducted. Seller is duly qualified or licensed to do business and is in good standing in each of the jurisdictions in which the character of the properties owned or held under lease by it or the nature of the Business makes such qualification necessary, except where the failure to be so licensed, qualified or in good standing would not have a Material Adverse Effect.

Section 3.02 Authorization.

Seller has the requisite organizational power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby and to perform its obligations hereunder. The execution, delivery and performance by Seller of this Agreement, and the consummation by Seller of the transactions contemplated hereby, have been duly and validly authorized by Seller's members and managers, and no other proceedings on the part of Seller are necessary to authorize this Agreement or to consummate the transactions contemplated hereby or to perform its obligations hereunder. This Agreement has been duly and validly executed and delivered by Seller, and (assuming due authorization, execution and delivery by Buyer) this Agreement constitutes the legal, valid and binding agreement of Seller, enforceable against Seller in accordance with its terms, except to the extent that enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium and similar Laws, now or hereafter in effect, affecting creditors' rights generally and by general principles of equity. Upon the execution and delivery by Seller of any other document to which Seller is a party in connection with this Agreement, other than this Agreement, each of such other documents will (assuming due authorization, execution and delivery of same by Buyer) constitute the legal, valid and binding obligation of Seller, enforceable against Seller in accordance with its terms, except to the extent that enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium and similar Laws, now or hereafter in effect, affecting creditors' rights generally and by general principles of equity.

Section 3.03 Non-Contravention; Filings and Consents.

- a) Except as set forth on Section 3.03 of the Disclosure Schedule, the Seller is not subject to and is not a party to any charter or bylaw, or mortgage, Lien (other than Permitted Liens), lease, agreement, contract, instrument, law, rule, regulation, Order, judgment or decree, or any other restriction of any kind or character that is or may be reasonably expected to have a Material Adverse Effect or would require the consent of any third party to the transactions contemplated hereby (other than consents that have been or will be obtained at or prior to Closing).
- b) The execution, delivery and performance by Seller of this Agreement and the consummation by Seller of the transactions contemplated hereby do not and will not (with or without notice or lapse of time, or both):
 - i. contravene, conflict with, or result in any violation or breach of any provision of the certificate of formation or company agreement applicable to Seller;
 - ii. contravene, conflict with or result in a violation or breach of any provision of any Law or Order;
 - iii. require any consent or approval (other than consents or approvals that have or will be obtained at or prior to Closing) under, violate, conflict with, result in any breach of or any loss of any benefit under, or constitute a change of control or Default under, or result in termination or give to others any right of termination, vesting, amendment, acceleration or cancellation of any Contract to which Seller is a party, or by which its properties or assets may be bound or affected or any Governmental Authority affecting, or relating in any way to the Business; or
 - iv. result in the imposition or creation of any Lien (other than a Permitted Lien) on, or with respect to, any of the Acquired Assets;

in each case except where such contravention, conflict, violation, breach, or failure would not have a Material Adverse Effect.
- c) The execution, delivery and performance of this Agreement by Seller and the consummation of the transactions contemplated hereby by Seller do not and will not require any consent, approval, authorization or permit of, action by, filing with or notification to, any other Person or Governmental Authority, except as set forth in Section 3.03 of the Disclosure Schedule or with

respect to any such consent, approval, or authorization has been or will be obtained prior to Closing.

Section 3.04 Financial Statements.

- a) The unaudited financial statements of the Business consisting of a balance sheet for the period ending July 31, 2021 and the related statements of profit and loss for the 7-month period then ended (the “**Financial Statements**”) are included in Section 3.04 of the Disclosure Schedule.
- b) Subject to the disclosures set forth in the Disclosure Schedule, the Financial Statements present fairly in all material respects the financial condition of Seller as at the end of the covered periods and the results of its operations for the covered periods covered thereby. The Financial Statements were prepared using consistent and sound accounting practices throughout the covered periods, subject to year-end audit adjustments.
- c) Except as and to the extent disclosed or reserved against in the Financial Statements, Seller has no Liabilities of any kind other than (x) executory obligations under Seller agreements that are not required to be set forth in the Financial Statements in accordance with consistent and sound accounting practices for the periods and dates presented, (y) Liabilities incurred in connection with the transactions contemplated by this Agreement and the other Transaction Documents, and (z) Liabilities incurred in the ordinary course of business since July 31, 2021 (the “**Financial Statement Date**”) and Liabilities incurred pursuant to the Wayflyer Agreement or in connection with the Restructure Transaction (as defined in the Disclosure Schedule) since the Financial Statement Date.

Section 3.05 Absence of Certain Changes.

To the Knowledge of Seller and Founders, no event has occurred since the Financial Statement Date which has had, individually or in the aggregate, a Material Adverse Effect on the Business, other than events, occurrences, and transactions disclosed herein or in the Disclosure Schedule. Since the Financial Statement Date, except as set forth in Section 3.05 of the Disclosure Schedule, Seller has conducted the Business only in the ordinary course of business consistent with past practice, except for actions taken in respect of this Agreement and Seller, to the best of its knowledge has not taken any action that, if taken after the date hereof without the consent of Buyer, would constitute a breach of any Laws.

Section 3.06 Intellectual Property.

- a) Seller owns, or is licensed or otherwise has the right to use (in each case, without payments to third parties and free and clear of any Liens), all Intellectual Property necessary for or material to the conduct of the Business as currently conducted and such rights are not subject to termination by any third party. Section 3.06 of the Disclosure Schedule sets forth a true and complete list of all issued patents, registered trademarks, registered trade names, registered service marks, registered copyrights and in each case applications therefor, and domain names and applications therefor, if any, owned by or licensed to Seller and used in the Business as of the date of this Agreement. All issued patents, patent applications, registered trademarks, trade names and service marks and, in each case, applications therefor, registered copyrights and applications therefor and domain names and applications therefor owned by Seller and used in the Business have been duly registered and/or filed, as applicable, with or issued by each applicable Governmental Authority in each applicable jurisdiction (as designated in Section 3.06 of the Disclosure Schedule), all necessary affidavits of continuing use that are due as of the Closing Date have been filed, and all necessary maintenance fees that are due as of the Closing Date have been paid to continue all such rights in effect. Seller has made available to Buyer complete and correct

copies of all license agreements relating to Intellectual Property used in the Business to or by which Seller is a party or bound.

- b) To the Knowledge of Seller and Founders, none of Seller nor any of its products or services has infringed upon or otherwise violated, or is infringing upon or otherwise violating, the Intellectual Property rights of any Person. Except as listed on Section 3.06 of the Disclosure Schedule, there is no suit, claim, action, investigation or proceeding pending or, to the Knowledge of Seller or Founders, threatened with respect to, Seller has not been notified in writing of, any possible infringement or other violation by Seller or any of its products or services of the Intellectual Property rights of any Person, and to the Knowledge of Seller and Founders, there is no valid basis for any such claim, other than as set forth in Section 3.06 of the Disclosure Schedule. Except as set forth in Section 3.06 of the Disclosure Schedule, to the Knowledge of Seller and Founders, there is no investigation pending or threatened with respect to any possible infringement or other violation by Seller or any of its products or services of the Intellectual Property rights of any Person.
- c) Other than as disclosed in Section 3.06 of the Disclosure Schedule, to the Knowledge of Seller or Founders, no Person nor any product or service of any Person is infringing upon or otherwise violating any Intellectual Property rights of Seller.
- d) The execution and delivery of this Agreement, the consummation of the transactions contemplated by this Agreement and compliance with this Agreement do not and will not conflict with, or result in any violation of or Default under, or give rise to any right, license or encumbrance relating to, any Intellectual Property owned or used by Seller or with respect to which Seller now has or has had any agreement with any third party, or any right of termination, cancellation or acceleration of any Intellectual Property right or obligation set forth in any agreement to or by which Seller is a party or bound, or the loss or encumbrance of any Intellectual Property or material benefit related thereto, or result in the creation of any Lien (other than Permitted Liens) in or upon any Intellectual Property Assets.
- e) Seller has taken reasonable measures to maintain the confidentiality of its confidential information and trade secrets included in the Intellectual Property Assets.
- f) None of the former or current members of management or key personnel of Seller, including all former and current employees, agents, consultants, and independent contractors who have contributed to or participated in the conception and development of Intellectual Property owned, intended to be owned or used by Seller, have a valid claim against Seller in connection with the involvement of such Persons in the conception and development of any Intellectual Property owned, intended to be owned, or used by Seller, and to the Knowledge of Seller and Founders, no such claim has been asserted or threatened. To the Knowledge of Seller or Founders, none of the current employees of Seller has any patents issued or applications pending for any device, process, design or invention of any kind now used or needed by Seller in furtherance of the Business as currently conducted, which patents or applications have not been assigned to Seller.

Section 3.07 Labor and Employment Matters.

- a) Section 3.07 of the Disclosure Schedule contains a complete list of Persons who, as of the date of this Agreement, regularly perform services for the Business as employees, independent contractors and/or consultants to the Seller or any of its Affiliates.
- b) No independent contractor or employee of Seller is bound by any Contract that purports to limit the ability of such Person to engage in any activity, services, duties, or practice on behalf of the Business (other than pursuant to Contracts that will be terminated as of the Closing Date), and, to the Knowledge of Seller and Founders, there is no legal restriction impeding Buyer from engaging such employees, independent contractors and/or consultants, effective as of the Closing.

- c) Seller is not delinquent in payments to any employees, independent contractors and/or consultants for the Business for wages, salaries, commissions, bonuses, fees, or other compensation for any services performed.
- d) Except as set forth in Section 3.07 of the Disclosure Schedule, Seller has never sponsored, maintained, administered or contributed to any employee benefit plans as defined in Section 3 of the Employee Retirement Security Act of 1974 (93 P.L. 406) nor any collective bargaining, stock purchase, stock option, employment compensation, deferred compensation, pension, retirement, post-retirement, employment, consulting, severance, termination, change-in-control, separation, retention, vacation, sickness, life or other insurance, welfare, fringe benefit or incentive bonus contract, agreement, plan, program, policy, payroll practice or arrangement.

Section 3.08 Litigation.

- a) Except as listed in Section 3.08 of the Disclosure Schedules, there is no complaint, claim, action, suit, litigation, proceeding or governmental or administrative investigation pending or, to the Knowledge of Seller or Founders, threatened against or affecting Seller, the Business, or any of the Acquired Assets, including in respect of the transactions contemplated hereby that, individually or in the aggregate, would reasonably be expected to have a Material Adverse Effect. Seller is not subject to any outstanding Order (i) that prohibits Seller from conducting the Business as now conducted or proposed to be conducted or (ii) that would, individually or in the aggregate, have had or would reasonably be expected to have had a Material Adverse Effect.
- b) Except as listed in Section 3.08 of the Disclosure Schedules, to the Knowledge of Seller and Founders, no event has occurred or circumstance exists that is reasonably likely to give rise to or serve as a basis for the commencement of any complaint, claim, action, suit, litigation, proceeding or governmental or administrative investigation that, individually or in the aggregate, would reasonably be expected to have a Material Adverse Effect.

Section 3.09 Tax Matters.

- a) Seller has timely filed all federal, state, local and foreign Tax Returns, extensions, estimates, information statements and reports relating to any and all Taxes of Seller or its operations (the “**Tax Returns**”) required to be filed by Law by Seller as of the date hereof. All such Tax Returns not otherwise extended are true, correct and complete, and Seller has timely paid all Taxes attributable to Seller that were due and payable, except with respect to matters contested in good faith.
- b) To the Knowledge of Seller and Founders, as of the date of this Agreement, there are no pending sales, use or other tax dispute relating to the Acquired Assets or the Business, including the nature and amount of the controversy, the respective positions of the parties as to any material amounts claimed to be due thereunder, and the current status thereof.
- c) Other than as set forth on Section 3.09 of the Disclosure Schedule, there is no tax sharing agreement, tax allocation agreement, tax indemnity obligation or similar written or unwritten agreement, arrangement, understanding or practice with respect to Taxes (including any advance pricing agreement, closing agreement or other arrangement relating to Taxes) that will require any payment by Seller.
- d) Except as set forth in Section 3.09 of the Disclosure Schedule, Seller (i) has not been a member of an affiliated group within the meaning of Section 1504(a) of the Code or any similar group defined under a similar provision of state, local or foreign law and (ii) has no liability for Taxes of any Person other than Seller and its Subsidiaries under Treas. Reg. ss. 1.1502-6 (or any similar provision of state, local or foreign law), as a transferee or successor by contract or otherwise.
- e) Seller has withheld (and timely paid to the appropriate Governmental Authority) proper and accurate amounts of Taxes required to be paid in connection with amounts paid or owing for any

employee of the Seller for all periods through the date hereof in compliance with all Tax withholding provisions of applicable federal, state, local and foreign Laws.

- f) No claim or investigation is pending, or to Seller's or Founders' Knowledge, threatened, by any state, local, or other jurisdiction alleging that Seller, with respect to the Business, has a duty to file Tax Returns and pay Taxes or is otherwise subject to the taxing authority of any jurisdiction other than those jurisdictions in which Seller has filed and paid Taxes nor has Seller received any notice or questionnaire from any such jurisdiction which suggests or asserts that Seller, with respect to the Business, may have a duty to file such returns and pay such Taxes, or otherwise is subject to the taxing authority of such jurisdiction.
- g) There are outstanding no agreements or waivers extending the statutory period of limitations applicable to any Tax return or report. Seller is not delinquent in the payment of any Tax or in the filing of any Tax return, and, to the Knowledge of Seller and Founders, no deficiencies for any Tax have been threatened, claimed, proposed or assessed against Seller. Seller has not consented to extend the time in which any amount of Taxes may be assessed or collected by any Governmental Authority, which extension is still outstanding.
- h) There are no extension, deferrals, or delays in place under the CARES Act or otherwise as a result of COVID-19 with respect to any Taxes owing by Seller as of the date of this Agreement.

Section 3.10 Compliance with Laws; Permits.

- a) As of the date of this Agreement, the Seller is not in conflict with or in Default under, and no event or occurrence has occurred which would result in a Default (with notice, lapse of time or both), with respect to or in violation of any (i) statute, law, ordinance, rule, regulation or requirement of a Governmental Authority (each, a "**Law**"), including any COVID-19 Measure, or (ii) Order, judgment, writ, decree, or injunction issued by any court, agency or other Governmental Authority (each, an "**Order**") applicable to Seller or by which any property or asset of Seller is bound or affected, including any COVID-19 Measure.
- b) The Seller has not received any written notice:
 - i. of any Default or violation as described in clause (a) above;
 - ii. of any administrative, civil or criminal investigation or audit by any Governmental Authority relating to Seller; or
 - iii. from any Governmental Authority alleging that Seller is not in compliance with any Law or Order.
 - iv. Seller has all Permits, licenses, authorizations, consents, approvals from Governmental Entities required to conduct the Business as currently conducted ("**Permits**") and such Permits are valid and in full force and effect. Seller is in compliance with the terms of such Permits, and, as of the date of this Agreement, has not received written notice from any Governmental Authority threatening to revoke, or indicating that it is investigating whether to revoke, any such Permit.

Section 3.11 Real Property.

The Seller has not owned and does not own or lease any real property.

Section 3.12 Material Contracts.

- a) Section 3.12 of the Disclosure Schedule contains a complete and accurate list as of the date hereof of the following Contracts to which Seller is a party or which bind or affect its properties or assets ("**Material Contracts**"):

- i. any Contract or group of related Contracts for the purchase or lease of services, products, materials, supplies, goods, equipment, or other assets providing for either (A) annual payments related to the Business in excess of US\$1,000, including any and all purchase orders; or (B) give rise to anticipated receipts by the counterparty to the Contract of more than US\$5,000 in any calendar year, in each case that cannot be terminated on more than 90 days' notice without payment of a penalty in excess of US\$5,000;
 - ii. any Contract involving the obligation of Seller relating to the Business to sell products or services pursuant to which the aggregate payments to become due exceeds US\$5,000 annually;
 - iii. any Contract relating to the acquisition or disposition of the Business (whether by merger, stock sale, asset sale, or otherwise);
 - iv. any Contract relating to any swap, forward, futures, warrant, option or other derivative transaction;
 - v. any Contract appointing any agent to act on behalf of the Seller with respect to the Business or any power of attorney;
 - vi. any option, license, franchise or similar Contract;
 - vii. any employment, severance, retention, change in control, or similar Contract with any current or former director, officer or employee related to the Business in respect of which Buyer has or could reasonably be expected to have ongoing payment obligations after the Closing Date;
 - viii. any Contract with a Governmental Authority;
 - ix. any Contract containing provisions that limit the ability of the Business to compete in any business or with any Person or in any geographic area, or to sell, supply or distribute any services or products related to the Business (including any non-compete, exclusivity, "most-favored-nation" or similar requirements) or pursuant to which any benefit or right is required to be given or lost, or any penalty or detriment is incurred, as a result of so competing or engaging;
 - x. any Contract that provides for or governs the formation, creation, operation, management or control of any strategic partnership, joint venture, joint development, or similar arrangement or partnership; and
 - xi. any Contract that relates to Indebtedness having an outstanding principal amount in excess of US\$1,000 in connection with which the aggregate actual contingent obligations of Seller under such contract are greater than US\$5,000.
- b) Seller has made available to Buyer true, correct and complete copies of each Material Contract, including any and all amendments or restatements thereto. Each Material Contract is valid and binding on Seller that is a party thereto and, to the Knowledge of Seller or Founders, each other party thereto, and is in full force and effect and enforceable in accordance with its terms, except to the extent enforceability may be subject to applicable bankruptcy, insolvency, reorganization, moratorium or other similar Laws, now or hereafter in effect, relating to creditors' rights generally, and to general equitable principles, and unless expired or terminated in accordance with its terms. Seller and, to the Knowledge of Seller or Founders, each other party to each Material Contract, have performed and complied with all obligations required to be performed or complied with by them under each Material Contract. There is no Default under any Material Contract by Seller or, to the Knowledge of Seller or Founders, by any other party, and no event has occurred that with the lapse of time or the giving of notice or both would constitute a Default thereunder by Seller or, to the Knowledge of Seller or Founders, by any other party thereto,.

Section 3.13 Anticorruption; Antiboycott Laws.

- a) Seller, including its Representatives, have not, directly or indirectly, taken any action that would cause Seller to be in violation of the Foreign Corrupt Practices Act of 1977, as amended (the “FCPA”), or any other anticorruption or anti-bribery Laws applicable to Seller (collectively with the FCPA, the “**Anticorruption Laws**”). Seller, including its Representatives, have not, directly or indirectly, corruptly given, loaned, paid, promised, offered or authorized payment of money or anything of value to any "foreign official" as defined in the FCPA or, in violation of Law, to any other government official, to secure any improper advantage or to obtain or retain business for any Person or to achieve any other purpose prohibited by the Anticorruption Laws. Seller has established and implemented reasonable internal controls and procedures intended to ensure compliance with the Anticorruption Laws.
- b) Seller has been in compliance with: (i) all Laws or regulations regarding the importation of goods, including any import laws and specifically the U.S. import laws administered by U.S. Customs and Border Protection; and (ii) all other applicable Laws, including the Export Administration Regulations administered by the U.S. Department of Commerce.
- c) Neither Seller nor any of its applicable Affiliates, nor to the Knowledge of Seller or Founders, any officer or director of any of the foregoing Persons, is (i) a person or entity with whom U.S. persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control of the Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons List) or under any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), regulation, or other governmental action, (ii) a “specially designated global terrorist” or other person listed in Appendix A to Chapter V of 31 C.F.R., as the same has been from time to time updated and amended, or (iii) a person either (A) included within the term “designated national” as defined in the Cuban Assets Control Regulations, 31 C.F.R Part 515 or (B) designated under Sections 1(a), 1(b), 1(c) or 1(d) of Executive Order No. 13224, 66 Fed. Reg. 49079 (published September 25, 2001) or a person similarly designated under any related enabling legislation or any other similar executive orders.

Section 3.14 Insurance.

Seller maintains policies of insurance, including property, fire, products liability, directors' and officers' liability and other casualty and liability insurance, that is in form and amount as may be required under the terms of any Contract to which Seller is a party. Section 3.14 of the Disclosure Schedule sets forth a complete and correct list of all insurance policies and fidelity bonds maintained by Seller as of the date of this Agreement. There is no claim pending under any of such policies or bonds as to which coverage has been questioned, denied or disputed. There is no threatened termination of, or pending material premium increase with respect to, any such policies or bonds.

Section 3.15 Suppliers.

Section 3.15 of the Disclosure Schedule sets forth a correct and complete list of the top 10 suppliers of Seller (or all suppliers, if total is less than 10) for the 12-month period beginning July 1, 2020 and ending June 30, 2021, and indicates with respect to each the name, email address and dollar volume of business with Seller (including the primary categories, based on purchases or sales, of products bought or sold). Seller is not required to provide any material bonding or other financial security arrangements in connection with its transactions with any customer or supplier. Since the Financial Statement Date, Seller has not received any notice that any supplier listed in Section 3.15 of the Disclosure Schedule has ceased or intends to cease its business relationship with, or materially reduced its sales to, the Seller.

Section 3.16 Sufficiency of Assets.

- a) The Acquired Assets are sufficient for the continued conduct of the Business after the Closing in substantially the same manner as conducted prior to the Closing and constitute all of the rights, property, and assets necessary to conduct the Business as presently conducted.
- b) The Seller owns good and transferable title to all of the Acquired Assets, free and clear of any Liens (other than Permitted Liens).

Section 3.17 Product Warranty, Recalls, and Product Liability.

Section 3.17 of the Disclosure Schedule sets forth the aggregate annual cost to the Business of performing product warranty obligations for each of the previous six (6) fiscal years and the current fiscal year through 30th June 2021. Since the Financial Statement Date, the Seller has not changed the scope of its contractual obligations for standard warranties with respect to the return, repair or replacement of products manufactured or sold in the Business. Set forth in Section 3.17 of the Disclosure Schedule is a list of all contractual warranty obligations (excluding implied warranties arising under applicable Law, including, without limitation, any warranties of merchantability or fitness for a particular purpose), which are still in force for products of the Business and where Seller has, after the issuance of the warranty, either (i) postponed the commencement of the warranty period; (ii) extended the duration of the warranty period; or (iii) changed the terms of the warranty, including without limitation the available remedies. None of the products currently manufactured or sold in the Business has been or currently is the subject of any campaign for replacement, field fix, retrofit, modification or recall.

Section 3.18 [Intentionally Left Blank].

Section 3.19 Inventories.

Except as listed in Section 3.19 of the Disclosure Schedule, all items included in the Inventories consist of a quality and quantity usable and, with respect to finished goods, saleable, in the ordinary course of business of Seller, except for obsolete, damaged, and defective items and items of below-standard quality that have been written off or written down to net realizable value in the balance sheets contained in the Financial Statements or for which adequate reserves have been established. Seller is not in possession of any inventory not owned by Seller, including goods already sold. Inventories now on hand that were purchased after the date of the balance sheet contained in the Financial Statements were purchased in the ordinary course of business of Seller at a cost not materially exceeding market prices prevailing at the time of purchase. The quantities of each item of Inventories (whether raw materials, work-in-process or finished goods) are not excessive but are reasonable in the present circumstances of Seller.

Section 3.20 Solvency.

- a) Seller is not now insolvent and will not be rendered insolvent by any of the transactions contemplated hereby. As used in this Section, "insolvent" means that the sum of the debts, other known liabilities, and a reasonable estimate of the amount of all contingent liabilities of Seller exceeds the present fair saleable value of Seller's assets.
- b) Immediately after giving effect to the consummation of the transactions contemplated hereby: (i) Seller will be able to pay its liabilities (including a reasonable estimate of the amount of all contingent liabilities) as they become due in the usual course of its business; and (ii) taking into account all pending and threatened litigation, final judgments against Seller in actions for money damages are not reasonably anticipated to be rendered at a time when, or in amounts such that, Seller will be unable to satisfy any such judgments promptly in accordance with their terms (taking into account the maximum probable amount of such judgments in any such actions and the earliest reasonable time at which such judgments might be rendered) as well as all other

obligations of Seller. From and after Closing (after receipt of the Closing Payment and Actual Inventory Amount), the cash available to Seller, after taking into account all other anticipated uses of the cash, will be sufficient to pay all such debts (including a reasonable estimate of the amount of all contingent liabilities) and judgments promptly in accordance with their terms. No transfer of property is being made and no obligation is being incurred in connection with the transactions contemplated hereby with the intent to hinder, delay or defraud either present or future creditors of Seller.

Section 3.21 Title to Assets.

Seller has, and will transfer to Buyer on the Closing Date, good and valid title to all of the Acquired Assets free and clear of all Liens other than Permitted Liens.

Section 3.22 Related Party Transactions.

Except as set forth in Section 3.22 of the Disclosure Schedule, no officer, director or manager of Seller or any of its Subsidiaries, or, to Seller's and Founders' Knowledge, any entity in which any of the foregoing Persons owns greater than 5% of the equity interests of such entity, is a party to any Contract related to the Business pursuant to which Seller is a party or by which any of its assets are bound.

Section 3.23 CARES Act.

Except as set forth in Section 3.23 of the Disclosure Schedule, the Seller has not (a) obtained a Paycheck Protection Program Loan pursuant to Section 1102 of the CARES Act, (b) applied for loan forgiveness pursuant to Section 1106 of the CARES Act, (c) deferred payment of the employer portion of the United States Federal Insurance Contributions Act and Medicare Tax pursuant to Section 2302 of the CARES Act, (d) claimed the employee retention credit pursuant to Section 2301 of the CARES Act, or (e) had employees teleworking from a state other than their regular work location on a regular and consistent basis as part of any COVID-19 Measure.

Section 3.24 Full Disclosure.

No representation or warranty of Seller in this Agreement or in any exhibit, certificate, or schedule attached contains, or on the Closing Date will contain, any untrue statement of material fact or omits, or on the Closing Date will omit, to state any fact necessary in order to make the statements contained therein, in light of the circumstances in which they are made, not misleading. All such statements, representations, warranties, exhibits, certificates, and schedules shall be true and complete in all material respects on and as of the Closing Date as though made on that date. Seller and Founders do not have Knowledge of any fact that has specific application to Seller (other than general economic or industry conditions, or matters disclosed in this Agreement or any exhibit or appendix attached thereto, including the Disclosure Schedule) and that may materially adversely affect the assets, business, prospects, financial condition or results of operations of Seller.

Article IV. REPRESENTATIONS AND WARRANTIES OF BUYER.

Buyer hereby represents and warrants to Seller as of the date hereof and as of the Closing Date as follows:

Section 4.01 Organization.

Buyer is a corporation duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation and has the requisite corporate power to carry on its business as now conducted.

Section 4.02 Authority for this Agreement.

Buyer has all necessary corporate power and authority to enter into this Agreement and the Ancillary Agreements to which it is a signatory and to consummate the transactions contemplated hereby and thereby. The execution and delivery by Buyer of this Agreement and the Ancillary Agreements to which it is a signatory, and the consummation by Buyer of the transactions contemplated hereby and thereby have been duly and validly authorized by all necessary corporate action on the part of Buyer and no other corporate or other proceedings on the part of Buyer are necessary to authorize this Agreement and the Ancillary Agreements or to consummate the transactions contemplated hereby or thereby. This Agreement and the other documents to be delivered by Buyer at Closing have been duly executed and delivered by Buyer and, assuming due authorization, execution, and delivery of this Agreement by Seller, constitutes a legal, valid, and binding agreement of Buyer, enforceable in accordance with its terms against Buyer, except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium, or other similar Laws relating to creditors' rights generally and by general principles of equity.

Section 4.03 Consents and Approvals.

The execution and delivery of this Agreement and the Ancillary Agreements by Buyer and the consummation by Buyer of the transactions contemplated hereby and thereby require no consent, approval, authorization, or filing with or notice to any Governmental Authority, other than any actions or filings the absence of which are not reasonably likely to prevent, materially delay or materially impair the ability of Buyer to consummate the transactions contemplated by this Agreement or the Ancillary Agreements.

Section 4.04 Non-Contravention.

The execution, delivery and performance by Buyer of this Agreement and the Ancillary Agreements and the consummation of the transactions contemplated hereby and thereby do not and will not (with or without notice or lapse of time or both) (i) contravene, conflict with, or result in any violation or breach of any provision of the certificate of incorporation or bylaws of Buyer; (ii) contravene, conflict with or result in a violation or breach of any Law or Order; or (iii) require any consent or approval under, violate, conflict with, result in any breach of any loss of any benefit under, or constitute a change of control or Default under, or result in termination or give to others any right of termination, vesting, amendment, acceleration or cancellation of any Contract to which Buyer is a party, or by which its properties or assets may be bound or affected, with such exceptions, in the case of each of this Section, as would not reasonably be expected to prevent, materially delay or materially impair the ability of Buyer to consummate the transactions contemplated by this Agreement or the Ancillary Agreements.

Section 4.05 No Brokers

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

Section 4.06 Sufficiency of Funds; Solvency.

- a) Buyer has sufficient cash on hand or other sources of immediately available funds to enable it to make payment of the Consideration and consummate the transactions contemplated by this Agreement.
- b) Immediately after giving effect to the transactions contemplated hereby, Buyer shall be solvent and shall: (a) be able to pay its debts as they become due; (b) own property that has a fair saleable value greater than the amounts required to pay its debts (including a reasonable estimate of the amount of all contingent liabilities); and (c) have adequate capital to carry on its business. No transfer of property is being made and no obligation is being incurred in connection with the transactions contemplated hereby with the intent to hinder, delay or defraud either present or future creditors of Buyer or Seller. In connection with the transactions contemplated hereby, Buyer has not incurred, nor plans to incur, debts beyond its ability to pay as they become absolute and matured.

Section 4.07 Legal Proceedings.

There are no actions, suits, claims, investigations or other legal proceedings pending or, to Buyer's knowledge, threatened against or by Buyer or any Affiliate of Buyer that challenge or seek to prevent, enjoin or otherwise delay the transactions contemplated by this Agreement.

Article V. COVENANTS.**Section 5.01 Non-Competition and Non-Solicitation.**

- a) During the period commencing with the Closing and ending on the four anniversary of the Closing Date (the "**Restricted Period**"), Seller and Founders shall not, and shall cause its Affiliates not to, directly or indirectly, engage in, own, be employed by, consult with, or otherwise render services to any Person who is engaged in any Competing Business;
- b) During the Restricted Period, Seller and Founders shall not, and shall cause its Affiliates not to, directly or indirectly:
 - i. induce or attempt to induce or encourage others to induce or attempt to induce, any Person who is, or during the Restricted Period, becomes an employee, independent contractor and/or consultant with Buyer to terminate such Person's employment with Buyer; or
 - ii. induce or attempt to induce or encourage others to induce or attempt to induce any Person who is a customer of Buyer to cease doing business with Buyer or any of its Affiliates, reduce the amount of business that it does (or, but for that inducement or encouragement, would do) with Buyer or any of its Affiliates, or otherwise materially alter their relationship with Buyer or any of its Affiliates or to place their business with any Person engaged in the Competing Business (other than Buyer and its Affiliates).

If Seller is in breach of either subsection (i) or subsection (ii) above, then the time periods set forth in those subsections shall be extended by the length of time during which Seller is in breach of any of those provisions.

- c) Seller and Founders acknowledge and agree that Buyer would be irreparably damaged if this Section 5.01 is not complied with in accordance with their specific terms or are otherwise breached and that monetary damages may not be sufficient to compensate Buyer for such

damage. Accordingly, it is agreed that Buyer shall be entitled to an injunction or injunctions to prevent breaches of this Section 5.01 and shall have the right to specifically enforce this Section and its terms and provisions against Seller and the Founders in addition to any other remedy to which Buyer may be entitled under this Agreement, at law or in equity.

- d) It is the intent of the Parties that each provision of this Section be adjudicated valid and enforced to the fullest extent permissible under the laws and public policies of each jurisdiction in which adjudication of the validity or enforcement of this Section is sought. In furtherance of the foregoing, each provision of this Section shall be severable from each other provision, and any provision of this Section that is prohibited or unenforceable in any jurisdiction shall be subject to the following: (i) if the prohibited or unenforceable provision is contrary to or conflicts with any requirement of any statute, rule or regulation in effect in the jurisdiction, then the requirement shall be incorporated into, or substituted for, the prohibited or unenforceable provision to the minimum extent necessary to make the provision valid or enforceable; (ii) the Governmental Authority or arbitrator considering the matter is authorized to (or, if that Governmental Authority or arbitrator is unwilling or fails to do so, then the Parties shall) amend the unenforceable provision to the minimum extent necessary to make the provision valid or enforceable, and the Parties consent to the entry of an order amending the provision to that extent for that purpose; and (iii) if any unenforceable provision cannot be or is not reformed and made valid or enforceable under this Section, then the prohibited or unenforceable provision shall be ineffective in that jurisdiction to the minimum extent necessary to make the remainder of this Section valid or enforceable in that jurisdiction. Any application of the foregoing provisions to any provision of this Section shall not (x) affect the validity or enforceability of any other provision of this Agreement or (y) prevent the prohibited or unenforceable provision from being adjudicated valid or enforced as written in any other jurisdiction.
- e) Seller agrees that during the Restricted Period it will not, either on its own account or directly or indirectly in conjunction with or on behalf of any other Person, disparage or otherwise speak or write negatively about Buyer or the Products or cause any other person to disparage or speak or write negatively about Buyer or the Products.
- f) Notwithstanding any provision herein to the contrary, Seller and Founders shall be permitted to engage in any activities necessary to perform their obligations under any Contract existing at the Closing Date that is not assumed by Buyer pursuant to this Agreement, and such activities shall not constitute a breach of this Section 5.01. By way of illustration, if Seller is obligated under a Contract to deliver kettlebells to a buyer after Closing, and such Contract is not a Specifically Assumed Contract, Seller may deliver said kettlebells after Closing without breaching this Section 5.01.

Section 5.02 Access to Information.

- a) Commencing on the Closing Date and continuing for so long as a Party maintains books, records, files, and other information that is subject to this Section, during normal business hours following reasonable prior notice, such Party will permit the other Party and its accountants, counsel, and other Representatives to have reasonable access to and examine and make copies of all books and records relating to the Business and all other books and records of a Party which are reasonably requested by the other Party and are reasonably necessary or useful in connection with: (i) any Tax inquiry, audit, investigation or dispute with a third party; (ii) any Proceeding by any Governmental Authority or any dispute with any third party reasonably requiring access to any such books and records; (iii) with respect to Seller, for Seller to review and confirm the calculation of the Year 1 Incremental EBITDA, Year 2 Incremental EBITDA, and Year 3 Incremental EBITDA, and all Earn-Out Payments paid or required to be paid in connection with the foregoing; or (iv) with respect to Buyer, transactions or events occurring prior to the Closing and that relate to the Acquired Assets; provided, however, that a Party may restrict the foregoing access to the

extent that (A) any Law requires such Party to restrict or prohibit access to any such properties or information, or (B) the disclosure of such information to the other Party or its Representatives would violate confidentiality obligations owed to a third party and such confidentiality obligations were in effect prior to the execution and delivery of this Agreement, or (C) such restriction is required to comply with any COVID-19 Measures. The Party requesting access to any such books and records or other information shall bear all of the out of pocket costs and expenses (including attorney's fees but excluding reimbursement for salaries and employee benefits) reasonably incurred in connection with providing access to and copies of such books and records or other information.

- b) Buyer and Seller will direct their respective employees (without substantial disruption of employment) to render any assistance that Buyer or Seller may reasonably request in any examination in accordance with this Section.
- c) Neither Buyer nor Seller will destroy any books, records, files or other information or data that are subject to this Section until the expiration of the applicable regulatory record retention period under applicable Laws (giving effect to any and all extensions or waivers) without giving at least twenty (20) days' prior written notice to the other Party (the "Retaining Party"). Upon receipt of such notice, the Retaining Party may (i) cause to be delivered to it the books and records intended to be destroyed, at its expense or (ii) notify the Party intending to destroy the books and records that it will pay the cost of storing and maintaining such books and records (including any necessary costs of moving such books and records to a location under control of the Retaining Party and the costs of reviewing and removing from such books and records any information that the Retaining Party is not entitled to receive).
- d) Any investigation pursuant to this Section shall be conducted in such manner as not to interfere unreasonably with the conduct of the business of the Party whose records are to be inspected pursuant this Section.
- e) Information obtained by Buyer pursuant to Section shall not prejudice any of Buyer's rights or remedies under this Agreement. Information obtained by Seller pursuant to Section shall not prejudice any of Seller's rights or remedies under this Agreement.
- f) After the Closing Date, Buyer shall retain for a period consistent with Buyer's record-retention policies and practices those records of Seller delivered to Buyer. Seller shall have the right to retain copies of any and all such records for all legitimate purposes of Seller, including preparation of financial statements and Tax Returns. Buyer also shall provide reasonable access thereto, during normal business hours and on at least three days' prior written notice, to enable them to prepare financial statements or tax returns or deal with tax audits. Seller shall keep and maintain until at least the five (5) year anniversary of the Closing Date all books and records necessary for the proper calculation of the Year 1 Incremental EBITDA, Year 2 Incremental EBITDA, and Year 3 Incremental EBITDA, and all Earn-Out Payments paid or required to be paid in connection with the foregoing.

Section 5.03 Efforts to Closing; Government Filings.

Subject to the terms and conditions of this Agreement, each of Seller, Founders and Buyer shall use commercially reasonable efforts to take, or cause to be taken, all actions and to do, or cause to be done, and to assist and cooperate with the other Party in doing, all things necessary, proper or advisable under applicable Law to consummate transactions contemplated by this Agreement, including (i) the obtaining of all necessary actions or nonactions, waivers, consents and approvals from Governmental Authorities and the making of all necessary registrations and filings (including filings with Governmental Authorities, if any) and the taking of all reasonable steps as may be necessary to obtain an approval or waiver from, or to avoid an action or proceeding by, any Governmental Authorities, (ii) the delivery of required notices to, and the obtaining of required consents or waivers from, third parties, and (iii) the execution and delivery of any additional instruments necessary to consummate the transactions contemplated hereby and to fully carry out the purposes of this

Agreement.

Section 5.04 Public Announcements.

Buyer and Seller shall consult with each other before issuing any press release or making any other public statement with respect to this Agreement or the transactions contemplated hereby and shall not issue any such press release or make any such other public statement without the consent of the other Party, which shall not be unreasonably withheld, conditioned, or delayed.

Section 5.05 Notification of Certain Matters.

Except as prohibited by Law, Seller shall promptly notify Buyer in writing of:

- a) any inaccuracy of any representation or warranty contained in this Agreement of which Seller becomes aware prior to Closing that could reasonably be expected to cause the conditions set forth in Article VI hereof not to be satisfied;
- b) any notice or other communication received by Seller prior to Closing from any Person alleging that notice to or consent of such Person is required in connection with the transactions contemplated by this Agreement;
- c) any notice or other communication received by Seller prior to Closing from any customer, distributor or reseller to the effect that such customer, distributor or reseller is terminating or otherwise materially adversely modifying its relationship with the Business as a result of the transactions contemplated by this Agreement;
- d) any material notice or other material communication received by Seller prior to Closing from any Governmental Authority in connection with the transactions contemplated by this Agreement, and a copy of any such notice or communication shall be furnished to Buyer;
- e) any filing or notice made by Seller prior to Closing with any Governmental Authority in connection with the transactions contemplated by this Agreement, and a copy of any such filing; and
- f) any actions, suits, claims, investigations or Proceedings commenced prior to Closing or, to the knowledge of Seller or Founders, threatened prior to Closing against, relating to or involving or otherwise affecting the Business or the Acquired Assets or that relate to the consummation of the transactions contemplated by this Agreement.

Section 5.06 No Negotiation.

Except as otherwise contemplated in this Agreement, Seller and Founders shall not, and directly or indirectly, take (and the Seller shall not authorize any of its Representatives or, to the extent within Seller's control, other Affiliates to take) any action to (a) encourage, solicit, initiate, or facilitate any Acquisition Proposal with respect to Seller, (b) enter into any agreement with respect to any Acquisition Proposal relating to Seller or enter into any agreement requiring it to abandon, terminate or fail to consummate the transactions contemplated by this Agreement, or (c) participate in any way in negotiations with, or furnish any information to, any Person in connection with, or the making of any proposal that constitutes an Acquisition Proposal with respect to Seller. Upon execution of this Agreement, Seller shall, and shall cause its Representatives to, cease immediately and cause to be terminated any and all existing discussions or negotiations with any Persons conducted heretofore with respect to an Acquisition Proposal other than in connection with the transactions contemplated hereby. The Parties obligations under this Section V.06 shall terminate upon the Closing or the termination of this Agreement, whichever occurs first.

Section 5.07 Payment of All Taxes Resulting from Sale of Assets by Seller.

All transfer, documentary, sales, use, stamp, registration, value-added and other such Taxes and fees

(including any penalties and interest) incurred in connection with this Agreement and the transactions contemplated hereby shall be borne and paid by Buyer when due. Seller shall, at its own expense, timely file any Tax Return or other document with respect to such Taxes or fees (and Buyer shall cooperate with respect thereto as necessary). Buyer shall, at its own expense, timely file any Tax Return or other document with respect to such Taxes or fees (and Seller shall cooperate with respect thereto as necessary). Under no circumstances shall this Section be interpreted to (a) obligate Seller to pay the income Taxes of any of its members, (b) create any rights, as a third-party beneficiary or otherwise, in favor of any person or entity other than Buyer or Seller, or (c) require Buyer to pay any income or capital gain taxes allocated to Seller as a result of the transactions contemplated by this Agreement.

Section 5.08 Payment of Other Retained Liabilities.

Seller shall pay, or make adequate provision for the payment, in full all of the Retained Liabilities. Buyer shall pay, discharge, and perform when due all Specifically Assumed Liabilities.

Section 5.09 Post-Closing Transfers.

If at any time or from time to time after the Closing Date, (i) Seller or Founders, on the one hand, or Buyer, on the other, shall receive or otherwise possess any asset (including cash) that should belong to Buyer, on the one hand, or Seller, on the other, pursuant to this Agreement, such Person shall promptly transfer, or cause to be transferred, such asset to the Person so entitled thereto. Prior to any such transfer in accordance with this Section, the Person receiving or possessing such asset shall hold such asset in trust for such other Person. Without limiting the foregoing, in the event that any Buyer or Seller receives payment in respect of any accounts receivable of the other party, such receiving party shall deliver such payments to an account designated in writing by the other party by wire transfer of immediately available funds.

Section 5.10 Reports and Returns.

After the Closing, Seller shall prepare and timely file all reports and returns required by Laws relating to the business of Seller as conducted using the Acquired Assets for the period up to and including the Closing Date.

Section 5.11 Customer and Other Business Relationships.

After the Closing, Seller and Founders will cooperate with Buyer in its efforts to continue and maintain for the benefit of Buyer those business relationships of Seller existing prior to the Closing and relating to the Business, including relationships with lessors, employees, regulatory authorities, licensors, customers, suppliers and others. Seller will refer to Buyer all inquiries relating to the Business. Seller shall not, and shall use reasonable efforts to be sure that none of its officers, employees, agents or stockholders shall, take any action that would tend to diminish the value of the Acquired Assets after the Closing or that would interfere with the Business, including disparaging the name of the Business.

Article VI. CLOSING AND CLOSING CONDITIONS.

Section 6.01 Conditions Precedent to Obligations of Buyer.

The obligations of Buyer under this Agreement to proceed with the Closing shall be subject to the satisfaction by Seller on or prior to the Closing Date of each of the following conditions precedent:

- a) **Accuracy of Representations and Warranties.** The representations and warranties of Seller set forth in this Agreement shall be true and correct in all respects on and as of the Closing Date with the same force and effect as though made on and as of that date (except for such representations

and warranties that are made as of a specific date, which representations and warranties shall be true and correct as of such date.

- b) **Performance and Compliance.** Seller shall have performed or complied in all material respects with each covenant and agreement to be performed or complied with by it under this Agreement on or prior to the Closing Date.
- c) **Litigation.** There shall be no pending or threatened action by or before any Governmental Entity or arbitrator (i) seeking to restrain, prohibit or invalidate any of the transactions contemplated by this Agreement or (ii) seeking monetary relief against Buyer by reason of the consummation of these transactions, and there shall not be in effect any order, writ, judgment, injunction or decree issued by any Governmental Entity by which Buyer or any of its properties or assets is bound that has that effect.
- d) **Material Adverse Effect.** No event shall have occurred or condition come into existence that constitutes or, with the giving of notice or the passage of time or both, is likely to constitute a Material Adverse Effect.
- e) **Accuracy of Schedules.** Examination by Buyer shall not have disclosed any material inaccuracy in the Disclosure Schedule.
- f) **Condition of Acquired Assets.** On the Closing Date, all of the Acquired Assets shall be in substantially the same condition as at the close of business on the date hereof, except for ordinary use and wear thereof.
- g) **Maintenance of Owned Intellectual Property.** All maintenance and renewal fees for all Intellectual Property owned by Seller shall have been paid in a timely manner, and all requisite acts, preparations and filings of all applications, responses, affidavits and all other documents shall have been taken in a timely manner in the course of prosecution and maintenance of the Intellectual Property owned by Seller.
- h) **Maintenance of Licensed Intellectual Property.** To the Knowledge of Seller and Founders, all maintenance and renewal fees for all Intellectual Property licensed by Seller shall have been paid in a timely manner, and all requisite acts, preparations and filings of all applications, responses, affidavits and all other documents shall have been taken in a timely manner in the course of prosecution and maintenance of the Intellectual Property licensed by Seller.
- i) **Document Deliverables.** Seller shall have provided duly executed copies of all Ancillary Agreements and other agreements, certificates, instruments of transfer, and other documents required to be delivered by Seller pursuant to Section 2.07(a).

Section 6.02 Conditions Precedent to Obligations of Seller.

The obligations of Seller under this Agreement to proceed with the Closing shall be subject to the satisfaction by Buyer on or prior to the Closing Date of each of the following conditions precedent:

- a) **Accuracy of Representations and Warranties.** The representations and warranties of Buyer set forth in this Agreement shall be true and correct on and as of the Closing Date with the same force and effect as though made on and as of that date.
- b) **Performance and Compliance.** Buyer shall have performed or complied in all material respects with each covenant and agreement to be performed or complied with by it under this Agreement on or prior to the Closing Date.
- c) **Consents and Approvals.** Buyer shall have obtained or made each consent, authorization, approval, exemption, filing, registration or qualification required to be obtained or made by it in connection with the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated by this Agreement.
- d) **Litigation.** There shall be no pending action by or before any Governmental Entity or arbitrator seeking to restrain, prohibit or invalidate any of the transactions contemplated by this Agreement, and there shall not be in effect any Governmental Order that has that effect.

- e) **Ancillary Agreement.** Buyer shall have provided duly executed copies of all Ancillary Agreements and other agreements (and all other deliverables) required pursuant to be delivered by Buyer pursuant to Section 2.07(b).

Article VII. INDEMNIFICATION.

Section 7.01 Survival.

All representations and warranties made in this Agreement shall survive the Closing until the second anniversary of the Closing Date, or, other than (i) the representations and warranties set forth in Section 3.01 (Organization and Corporate Power), Section 3.03 (Non-Contravention; Filings and Consents), Section 4.01 (Organization), Section 4.02 (Authority for this Agreement), Section 4.05 (No Brokers), and Section 4.08 (Independent Investigation) (the representations and warranties referred to in the foregoing clause, collectively, the “**Fundamental Representations**”), which shall survive for a period of 10 years, and (ii) the representations and warranties set forth in (Tax Matters), and Section 3.06 (Intellectual Property), which shall survive until sixty (60) days following the expiration of the applicable statute of limitations. Each of the covenants and agreements made in this Agreement to be performed prior to the Closing shall survive the Closing for a period of eighteen (18) months following the Closing Date, and each of the covenants and agreement made in this Agreement to be performed following the Closing shall survive the Closing until they are fully performed or terminate in accordance with their respective terms or, if no period for termination is so provided, for a period of three (3) years following the Closing.

Section 7.02 Indemnification by Seller.

Except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of Buyer or any other Buyer Indemnitee, or a breach of any representation, warranty, covenant, or agreement by the Buyer under this Agreement or an Ancillary Agreement, and subject to Sections 7.04 – 7.07, Seller and the Founders shall jointly and severally defend, indemnify and hold harmless Buyer and its respective directors, officers, employees and agents (each a “**Buyer Indemnitee**”) from and against any and all Losses that arise out of or in connection with:

- a) any misrepresentation or breach of warranty under Article III;
- b) any default by Seller or the Founders in the performance or observance of any of its covenants or agreements under this Agreement;
- c) any Retained Liabilities (collectively points a-c, “**Seller’s Breach**”).

Subject to Sections 7.04 – 7.07, any indemnification to be paid as a result of a Seller’s Breach shall be first set-off against any potential Earn-Out Payment. If such set-off is not sufficient, subject to Sections 7.04 – 7.07, the Seller and the Founders shall be jointly and severally liable for any further indemnification amounts due to Seller’s Breach.

Section 7.03 Indemnification by Buyer.

Buyer shall defend, indemnify and hold harmless Seller and the Founders, and their respective Affiliates and its and their respective officers, managers, members, employees, and agents (each a “**Seller Indemnitee**”) from and against any and all Losses that arise out of or in connection with:

- a) any misrepresentation or breach of warranty under Article IV (a “**Buyer Warranty Breach**”);
- b) any default by Buyer in the performance or observance of any of its covenants or agreements under this Agreement; and
- c) any Specifically Assumed Liabilities.

Section 7.04 Representation, Settlement and Cooperation.

If any Person entitled to indemnification under Section 7.02 or 7.03 ("**Indemnatee**") receives notice of the assertion or commencement of any action, suit, claim, investigation, or other legal proceeding made or brought by any Person who is not a Party or an Affiliate of a Party or Representative of the foregoing (a "**Third-Party Claim**") against such Indemnatee with respect to which a Person is obligated provide indemnification under Section 7.02 or 7.03 ("**Indemnitor**"), then the Indemnatee shall give prompt notice thereof (but in any event not later than ten (10) calendar days) to the applicable Indemnitor; *provided, however*, that the failure to so notify the Indemnitor shall not relieve the Indemnitor of its obligations under this Article VII, but instead shall reduce those obligations by the amount of Losses or increased costs and expenses attributable to the failure to give notice; provided that failure to timely provide such notice shall relieve the Indemnitor of its indemnification obligations under this Article VII to the extent the Indemnitor forfeits rights or defenses by reason of such failure. Such notice by the Indemnitor 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 Losses that have been or may be sustained by the Indemnatee. The Indemnitor shall have the right to participate in, or by giving written notice to the Indemnatee, to assume the defense of the Third-Party Claim described in the indemnification notice at the Indemnitor's expense and by the Indemnitor's own counsel, and the Indemnatee shall cooperate in good faith in such defense. In the event that the Indemnitor assumes the defense of any Third-Party Claim, the Indemnatee shall be entitled to participate in the defense of such Third-Party Claim, with its counsel and at its own cost and expense. If the Indemnitor does not assume the defense of such Third-Party Claim, the Indemnatee may, but shall not be obligated to, defend against such Third-Party Claim in such manner as it may deem appropriate, including settling such claim, after giving notice of it to the Indemnitor, on such terms as the Indemnatee may deem appropriate. The Indemnitor shall not settle any Third-Party Claim without the Indemnatee's prior written consent (which consent shall not be unreasonably withheld or delayed), but such consent shall only be required if (1) the settlement does not completely and unconditionally release the Indemnitor from all Losses with respect to such Third-Party Claim, (2) the settlement contains any admissions of wrongdoing by the Indemnatee, (3) the settlement imposes injunctive or other equitable relief against the Indemnatee or any covenants or other restrictions affecting the Indemnatee's future activities, or (4) the settlement encumbers any of the assets of any Indemnatee.

Section 7.05 Indemnification Limitations.

Notwithstanding any provision of this Agreement to the contrary, the indemnification provided for in Sections 7.02 and 7.03 shall be subject to the following limitations:

- a) The Indemnitor shall not be liable to the Indemnatee for indemnification under Section 7.02 or 7.03, as the case may be, until the aggregate amount of all Losses in respect of indemnification under such Section 7.02 or 7.03 (as applicable) exceeds \$10,000 (the "**Threshold Amount**"), in which event the Indemnitor shall only be required to pay or be liable for Losses in excess of the Threshold Amount.
- b) In no event shall Seller and Founders aggregate liability under this Article VII exceed the amount of the Consideration actually received by Seller.
- c) Payments by Indemnatee pursuant to Section 7.02 or 7.03 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 Indemnatee in respect of any such claim. The Indemnatee 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.

- d) Payments by an Indemnitor pursuant to Section 7.02 or 7.03 in respect of any Losses shall be reduced by an amount equal to any Tax benefit realized or reasonably expected to be realized as a result of such Losses by the Indemnitee.
- e) In no event shall any Indemnitor be liable to any Indemnitee for loss of future revenue or income.
- f) Each Indemnitee shall take, and cause its Affiliates to take, all reasonable steps to mitigate any Losses 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 Losses.
- g) Seller and Founders shall not be liable under this Article VII for any Losses based upon or arising out of any inaccuracy in or breach of any of the representations or warranties of Seller or Founders contained in this Agreement if Buyer had knowledge of such inaccuracy or breach prior to the Closing.

Section 7.06 [Intentionally Left Blank]

Section 7.07 Exclusive Remedy.

Except for: (a) any equitable remedies which the Parties may pursue; (b) actions based on fraud; (c) for enforcement actions of any kind or nature regarding the terms and provisions of this Article VII; and (d) payments of Consideration required under this Agreement, the indemnification under this Section shall be the Parties' sole and exclusive remedy, each against another, with respect to matters arising under this Agreement.

Section 7.08 [Intentionally Left Blank].

Article VIII. MISCELLANEOUS.

Section 8.01 Entire Agreement; Assignment; Amendments.

This Agreement (including the appendixes to this Agreement), together with the Ancillary Agreements, constitute the entire agreement and supersede all oral agreements and understandings and all written agreements prior to the date hereof between or on behalf of the Parties with respect to the subject matter hereof. This Agreement shall not be assigned by any Party by operation of law or otherwise without the prior written consent of the other Party hereto. This Agreement may be amended only by a writing signed by each of the Parties, and any amendment shall be effective only to the extent specifically set forth in that writing.

Section 8.02 Severability; Expenses; Further Assurances.

If any term, condition or other provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or incapable of being enforced by any rule of Law or public policy, all other terms, conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated by this Agreement is not affected in any manner materially adverse to any Party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated by this Agreement be consummated as originally contemplated to the fullest extent possible. Except as otherwise specifically provided in this Agreement, each Party shall be responsible for the expenses it may incur in connection with the negotiation, preparation, execution, delivery,

performance and enforcement of this Agreement. The Parties shall from time to time do and perform any additional acts and execute and deliver any additional documents and instruments that may be required by Law or reasonably requested by any Party to establish, maintain or protect its rights and remedies under, or to effect the intents and purposes of, this Agreement.

Section 8.03 Notices.

All notices and other communications pursuant to this Agreement must be in writing and will be deemed to have been duly delivered and received (i) four Business Days after being sent by registered or certified mail, return receipt requested, postage prepaid; (ii) one Business Day after being sent for next Business Day delivery, fees prepaid, via a reputable nationwide overnight courier service; (iii) if sent by e-mail in portable document format (PDF) or similar electronic attachment (A) on a Business Day before 5:00 p.m. in the time zone of the receiving Party, when transmitted and the sender has received confirmation of receipt by the recipient and (B) on a day other than a Business Day or after 5:00 p.m. in the time zone of the receiving Party, and the sender has received confirmation of receipt by the recipient, on the following Business Day; or (iv) immediately upon delivery by hand or by fax (with a written or electronic confirmation of delivery), in each case to the intended recipient as set forth below:

If to Seller or Founders, to:

IL Ventures, LLC – Kettlebell Kings Series

9300 S-IH 35, Suite A500, Box 530, Austin, Texas 78748

E-mail: jay@kettlebellkings.com, chad@kettlebellkings.com, and bubba@kettlebellkings.com

Attn: Jay Perkins, Chad Price, and Bubba Heard

With a copy to (which shall not constitute notice):

Geary, Porter & Donovan, P.C.

16475 Dallas Parkway, Suite 400, Addison, Texas 75001

Email: cgregg@gpd.com

Attn: Casen D. Gregg

If to Buyer, to:

Factory 14 UK Acquisition VI Ltd.

11 Laura Place Bath, United Kingdom, BA2 4BL

Attention: Marcos Ramirez

E-mail: legal@factory14.com

Section 8.04 Governing Law. No Jury Trial.

- a) This Agreement, and any dispute arising out of, relating to, or in connection with this Agreement, shall be governed by and construed in accordance with the Laws of the State of Texas.
- b) EACH PARTY TO THIS AGREEMENT HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY SUIT, ACTION OR OTHER PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER, RELATING TO OR IN CONNECTION WITH THIS AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. EACH PARTY HERETO CERTIFIES THAT (I) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF ANY ACTION, SUIT OR PROCEEDING, SEEK TO ENFORCE THE FOREGOING WAIVER, (II) EACH PARTY UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (III) EACH PARTY MAKES THIS WAIVER VOLUNTARILY AND (IV) EACH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

Section 8.05 Descriptive Headings.

The descriptive headings herein are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Agreement.

Section 8.06 Parties in Interest.

This Agreement shall be binding upon and inure solely to the benefit of the Parties, and nothing in this Agreement, express or implied, is intended to confer upon any other Person any rights or remedies of any nature whatsoever under or by reason of this Agreement.

Section 8.07 Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement. At the Closing, signature pages of counterparts may be exchanged by electronic transmittal of scanned images thereof, in each case subject to appropriate customary confirmations in respect thereof by the signatory for the Party providing a scanned image and that Party's closing counsel.

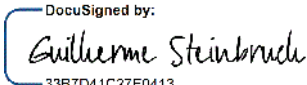
Section 9.9. Interpretation.

The words "hereof," "herein," "hereby," "herewith" and words of similar import shall, unless otherwise stated, be construed to refer to this Agreement as a whole and not to any particular provision of this Agreement, and article, section, paragraph, exhibit and schedule references are to the articles, sections, paragraphs, exhibits and schedules of this Agreement unless otherwise specified. Whenever the words "include," "includes" or "including" are used in this Agreement they shall be deemed to be followed by the words "without limitation." The words describing the singular number shall include the plural and vice versa, words denoting either gender shall include both genders and words denoting natural Persons shall include all Persons and vice versa. The phrases "the date of this Agreement," "the date hereof," "of even date herewith" and terms of similar import, shall be deemed to refer to the date set forth in the preamble to this Agreement. Any reference in this Agreement to a date or time shall be deemed to be such date or time in New York City, unless otherwise specified. 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 shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Person by virtue of the authorship of any provision of this Agreement.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed on its behalf by its officers thereunto duly authorized, all at or on the date and year first above written.

[Signature Page to Follow]

Factory 14 UK Acquisition VI Ltd

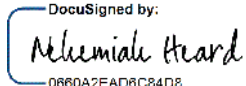
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Name: Guilherme Steinbruch
Title: Director

By: 
DocuSigned by:
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Name: Marcos Ramirez
Title: Director

Chad Price, as Founder

DocuSigned by:
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Nehemiah Heard, as Founder

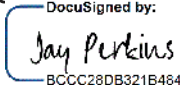

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**IL Ventures, LLC – Kettlebell Kings Series,
a separate series of a Texas limited liability company**

By: 
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Name: Chad Price
Title: Manager

By: 
DocuSigned by:
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Name: Jay Perkins
Title: Manager

By: 
DocuSigned by:
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Name: Nehemiah Heard
Title: Manager

Jay Perkins, as Founder

DocuSigned by:
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APPENDIX 1

DISCLOSURE SCHEDULE

This Disclosure Schedule (this "**Schedule**") has been prepared in connection with that certain Asset Purchase Agreement (the "**Agreement**") dated effective as of November 1, 2021, by and between IL Ventures, LLC – Kettlebell Kings Series, a separate series of a Texas limited liability company ("**Seller**"), and Factory 14 UK Acquisition VI Ltd. a limited liability company organized under the laws of England and Wales ("**Buyer**"). Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Agreement.

The representations and warranties of Seller and Founders in the Agreement are made subject to the exceptions and qualifications set forth herein. This Schedule is qualified in its entirety by reference to specific provisions of the Agreement, and are not intended to constitute, and shall not be construed as constituting, separate representations or warranties of Seller.

The section numbers used herein refer to the Sections in the Agreement. Headings and subheadings have been inserted herein for convenience of reference only and shall not have the effect of amending or changing the express description hereof as set forth in the Agreement.

The inclusion of any information (including dollar amounts) in any section of this Schedule shall not be deemed to be an admission or acknowledgment by Seller or Founders that such information is required to be listed in such section or is material to or outside the ordinary course of the business of Seller, nor shall such information be deemed to establish a standard of materiality (and the actual standard of materiality may be higher or lower than the matters disclosed by such information). In addition, matters reflected in this Schedule are not necessarily limited to matters required by the Agreement to be reflected in the Disclosure Schedule. Any such additional matters are set forth for informational purposes only and do not necessarily include (and shall not be deemed to include) other matters of a similar nature. The information contained in this Schedule is disclosed solely for purposes of the Agreement, and no information contained herein or therein shall be deemed to be an admission by any party hereto to any third party of any matter whatsoever (including, without limitation, any violation of applicable law or breach of contract).

Any information disclosed in this Schedule under any section number shall be deemed to be disclosed and incorporated in the Schedule under any other section to the extent the relevance of such information to such other section would be reasonably apparent to a reader of such information.

Section 1.01 - Living.Fit Assets

1. Living.Fit Products

<u>Name</u>	<u>UPC</u>	<u>SKU</u>
1.5 Inch - 50 Foot Braided Battle Rope	692193832935	BR-15IN-BR
1.5 Inch - 50 Foot Canvas Covered Battle Rope for Outdoors	692193832966	BR-15IN-CC
2 Inch - 50 Foot Braided Battle Rope	692193834304	BR-2IN-BR

2 Inch - 50 Foot Canvas Covered Battle Rope for Outdoors	692193832973	BR-2IN-CC
3 Inch - 50 Foot Braided Battle Rope	692193834311	BR-3IN-BR
3 Inch - 50 Foot Canvas Covered Battle Rope for Outdoors	692193832980	BR-3IN-CC
Battle Rope Anchor Set	692193832225	BR-AS
5 LB Dumbbell Pair	742521118535	DB-HX5LB
10 LB Dumbbell Pair	742521118542	DB-HX10LB
15 LB Dumbbell Pair	742521118559	DB-HX15LB
20 LB Dumbbell Pair	742521118566	DB-HX20LB
25 LB Dumbbell Pair	742521118573	DB-HX25LB
30 LB Dumbbell Pair	742521118580	DB-HX30LB
35 LB Dumbbell Pair	742521118597	DB-HX35LB
40 LB Dumbbell Pair	742521118603	DB-HX40LB
45 LB Dumbbell Pair	742521118610	DB-HX45LB
50 LB Dumbbell Pair	742521118627	DB-HX50LB
55 LB Dumbbell Pair	742521118634	DB-HX55LB
60 LB Dumbbell Pair	742521118641	DB-HX60LB
65 LB Dumbbell Pair	742521118658	DB-HX65LB
70 LB Dumbbell Pair	742521118665	DB-HX70LB
75 LB Dumbbell Pair	742521118672	DB-HX75LB
80 LB Dumbbell Pair	742521118689	DB-HX80LB
85 LB Dumbbell Pair	742521118696	DB-HX85LB
90 LB Dumbbell Pair	742521118702	DB-HX90LB

95 LB Dumbbell Pair	742521118719	DB-HX95LB
100 LB Dumbbell Pair	742521118726	DB-HX100LB
5 LB Slam Ball	742521118733	SB-5LB
10 LB Slam Ball	742521118740	SB-10LB
15 LB Slam Ball	742521118757	SB-15LB
20 LB Slam Ball	742521118764	SB-20LB
25 LB Slam Ball	742521118771	SB-25LB
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40 LB Slam Ball	742521118801	SB-40LB
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80 LB Slam Ball	742521118887	SB-80LB
85 LB Slam Ball	742521118894	SB-85LB
90 LB Slam Ball	742521118900	SB-90LB
95 LB Slam Ball	742521118917	SB-95LB
100 LB Slam Ball	742521118924	SB-100LB

Red - Resistance Level 10 - 35 Lbs	692193833734	SRBred
Black - Resistance Level 30 - 60 Lbs	692193833741	SRBblack
Purple - Resistance Level 40 - 80 Lbs	692193833758	SRBpurple
Green - Resistance Level 50 - 125 Lbs	692193833765	SRBgreen
Blue - Resistance Level 60 - 175 Lbs	692193833772	SRBblue
Red - Resistance Level 70 - 200 Lbs	692193833789	SRBorange
Full Set	692193832232	SRBall
Heavy Jump Rope	742521118511	BR-JR
Speed Rope	692193833796	SR
Mini Band Full Set	742521118474	MB-FS
Loop Band Full Set	742521118498	LB-FS
Exercise Ball	742521118504	GB-55CM
Exercise Sliders	742521118481	SL-C
Gym Mat	650971464495	FM-R
Kettlebell Origins	650971464570	DP-KO
Double Gain	650971464587	DP-DG
Double Gain 2	650971464594	DP-DG2
Flow Strong	650971464600	DP-FS
Kettlebell Fundamentals Course	650971464617	DP-KFC
Live Streaming Course CEUS Available	650971464624	DP-KBLS
Turbo Fat Loss	650971464631	DP-TFL
Band Shred	650971464648	DP-BANDS
Kettlebell & Battle Ropes – The Ultimate Workout Combo	650971464655	DP-BRKPG

Battle Ropes Fundamentals Course	650971464662	BR-VC4
Battle Rope + Fundamentals Course Starter Kit	650971464679	BR-15IN-BR-SK
Stretching Mobility & Active Release	650971464686	DP-SMAR
Kettlebell Workout Fuel Combo	650971464693	KW-F
Nutrition For Health	650971464709	DP-NFH
General Wellness + Active Recovery	650971464716	DP-GWAR
<u>10 Minutes To Transform</u>		DP-10TR
Kettlebell Fundamentals Certification		DP-KF
Advanced Kettlebell Certification		KB-VC2D
Battle Rope Fundamentals Certification		BR-VC4
Advanced Battle Rope Certification		DP-BR-A
Live Streaming Fundamentals Certification		LS-KBF
Live Streaming Advanced Certification		LS-KBA
Live Streaming Battle Ropes Fundamentals		
Live Streaming Battle Ropes Advanced		

Product	SKU/Name in Netsuite
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LF t-shirt	Living.Fit Logo Men's Tank top
LF t-shirt	Living.Fit Logo Men's Tank top PF_5ba85c532bb18V1
LF t-shirt	Living.Fit Logo Men's Tank top PF_5ba85c532bb18V2
LF t-shirt	Living.Fit Logo Men's Tank top PF_5ba85c532bb18V3
LF t-shirt	Living.Fit Logo Men's Tank top PF_5ba85c532bb18V4
LF t-shirt	Living.Fit Logo Men's Tank top PF_5ba85c532bb18V5

LF t-shirt	Living.Fit Logo Men's Tank top PF_5ba85c532bb18V6
LF t-shirt	Living.Fit Logo Men's Tank top PF_5ba85c532bb18V7
LF t-shirt	Living.Fit Logo Men's Tank top PF_5ba85c532bb18V8
LF t-shirt	Living.Fit Logo Men's Tank top PF_5ba85c532bb18V9
LF t-shirt	Living.Fit Logo Men's Tank top PF_5ba85c532bb18V10
LF t-shirt	Living.Fit Logo Men's Tank top PF_5ba85c532bb18V11
LF t-shirt	Living.Fit Logo Men's Tank top PF_5ba85c532bb18V12
LF t-shirt	Living.Fit Logo Men's Tank top PF_5ba85c532bb18V13
LF t-shirt	Living.Fit Logo Men's Tank top PF_5ba85c532bb18V14
LF t-shirt	Living.Fit Logo Men's Tank top PF_5ba85c532bb18V15
LF t-shirt	Living.Fit Logo Men's Tank top PF_5ba85c532bb18V16
LF t-shirt	Living.Fit Logo Men's Tank top PF_5ba85c532bb18V17
LF t-shirt	Living.Fit Logo Men's Tank top PF_5ba85c532bb18V18
LF t-shirt	Living.Fit Logo Men's Tank top PF_5ba85c532bb18V19
LF t-shirt	Living.Fit Logo Men's Tank top PF_5ba85c532bb18V20
LF t-shirt	Living.Fit Logo Men's Tank top PF_5ba85c532bb18V21
LF t-shirt	Living.Fit Logo Men's Tank top PF_5ba85c532bb18V22
LF t-shirt	Living.Fit Logo Men's Tank top PF_5ba85c532bb18V23
LF t-shirt	Living.Fit Logo Men's Tank top PF_5ba85c532bb18V24
LF t-shirt	Living.Fit Logo Men's Tank top PF_5ba85c532bb18V25
LF t-shirt	Living.Fit Logo Men's Tank top PF_5ba85c532bb18V26
LF t-shirt	Living.Fit Logo Men's Tank top PF_5ba85c532bb18V27
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LF t-shirt	Living.Fit Logo Men's Tank top PF_5ba85c532bb18V29
LF t-shirt	Living.Fit Logo Men's Tank top PF_5ba85c532bb18V30
LF t-shirt	Living.Fit Silver
LF t-shirt	Living.Fit Silver SKU-1AD48A81
LF t-shirt	Living.Fit Silver SKU-CC3CC3B2
LF t-shirt	Living.Fit Silver SKU-0AE7CB99
LF t-shirt	Living.Fit Silver SKU-5D69A2C6
LF t-shirt	Living.Fit Silver SKU-765C66A0
LF t-shirt	Living.Fit Silver SKU-16A89340
LF t-shirt	Living.Fit Unisex Triblend Short Sleeve T-Shirt
LF t-shirt	Living.Fit Unisex Triblend Short Sleeve T-Shirt PF_5cb7df1e2157aV1
LF t-shirt	Living.Fit Unisex Triblend Short Sleeve T-Shirt PF_5cb7df1e2157aV2
LF t-shirt	Living.Fit Unisex Triblend Short Sleeve T-Shirt PF_5cb7df1e2157aV3
LF t-shirt	Living.Fit Unisex Triblend Short Sleeve T-Shirt PF_5cb7df1e2157aV4
LF t-shirt	Living.Fit Unisex Triblend Short Sleeve T-Shirt PF_5cb7df1e2157aV5
LF t-shirt	Living.Fit Unisex Triblend Short Sleeve T-Shirt PF_5cb7df1e2157aV6
LF t-shirt	Living.Fit Unisex Triblend Short Sleeve T-Shirt PF_5cb7df1e2157aV7
LF t-shirt	Living.Fit Unisex Triblend Short Sleeve T-Shirt PF_5cb7df1e2157aV8
LF t-shirt	Living.Fit Unisex Triblend Short Sleeve T-Shirt PF_5cb7df1e2157aV9

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LF t-shirt	Living.Fit Unisex Triblend Short Sleeve T-Shirt PF_5cb7df1e2157aV52
LF t-shirt	Living.Fit Unisex Triblend Short Sleeve T-Shirt PF_5cb7df1e2157aV53
LF t-shirt	Living.Fit Unisex Triblend Short Sleeve T-Shirt PF_5cb7df1e2157aV54
LF t-shirt	Living.Fit Unisex Triblend Short Sleeve T-Shirt PF_5cb7df1e2157aV55
LF t-shirt	Living.Fit Unisex Triblend Short Sleeve T-Shirt PF_5cb7df1e2157aV56
LF t-shirt	Living.Fit Unisex Triblend Short Sleeve T-Shirt PF_5cb7df1e2157aV57
LF t-shirt	Living.Fit Unisex Triblend Short Sleeve T-Shirt PF_5cb7df1e2157aV58
LF t-shirt	Living.Fit Unisex Triblend Short Sleeve T-Shirt PF_5cb7df1e2157aV59
LF t-shirt	Living.Fit Unisex Triblend Short Sleeve T-Shirt PF_5cb7df1e2157aV60
LF t-shirt	Living.Fit Unisex Triblend Short Sleeve T-Shirt PF_5cb7df1e2157aV61
LF t-shirt	Living.Fit Unisex Triblend Short Sleeve T-Shirt PF_5cb7df1e2157aV62
LF t-shirt	Living.Fit Unisex Triblend Short Sleeve T-Shirt PF_5cb7df1e2157aV63
LF t-shirt	Living.Fit Unisex Triblend Short Sleeve T-Shirt PF_5cb7df1e2157aV64
LF t-shirt	Living.Fit Unisex Triblend Short Sleeve T-Shirt PF_5cb7df1e2157aV65
LF t-shirt	Living.Fit Logo Joggers
LF t-shirt	Living.Fit Logo Joggers PF_5cc345eb52859V1
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LF t-shirt	Living.Fit Logo Joggers PF_5cc345eb52859V3
LF t-shirt	Living.Fit Logo Joggers PF_5cc345eb52859V4
LF t-shirt	Living.Fit Logo Joggers PF_5cc345eb52859V5
LF t-shirt	Living.Fit Logo Joggers PF_5cc345eb52859V6
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LF t-shirt	Living.Fit Logo Joggers PF_5cc345eb52859V14
LF t-shirt	Living.Fit Logo Joggers PF_5cc345eb52859V15
LF t-shirt	Living.Fit Ropes & Bell Joggers
LF t-shirt	Living.Fit Ropes & Bell Joggers PF_5cc346467e873V1
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LF t-shirt	Living.Fit Ropes & Bell Joggers PF_5cc346467e873V4
LF t-shirt	Living.Fit Ropes & Bell Joggers PF_5cc346467e873V5
LF t-shirt	Living.Fit Classic Short sleeve t-shirt
LF t-shirt	Living.Fit Classic Short sleeve t-shirt PF_5ce9cc1c90a4dV1
LF t-shirt	Living.Fit Classic Short sleeve t-shirt PF_5ce9cc1c90a4dV2
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LF t-shirt	Living.Fit Classic Short sleeve t-shirt PF_5ce9cc1c90a4dV5

LF t-shirt	Living.Fit Classic Short sleeve t-shirt PF_5ce9cc1c90a4dV6
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LF t-shirt	Living.Fit Classic Short sleeve t-shirt PF_5ce9cc1c90a4dV65
LF t-shirt	Living.Fit Classic Unisex Tank Top
LF t-shirt	Living.Fit Classic Unisex Tank Top PF_5ce9ccc116784V1
LF t-shirt	Living.Fit Classic Unisex Tank Top PF_5ce9ccc116784V2
LF t-shirt	Living.Fit Classic Unisex Tank Top PF_5ce9ccc116784V3
LF t-shirt	Living.Fit Classic Unisex Tank Top PF_5ce9ccc116784V4
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LF t-shirt	Living.Fit Classic Unisex Tank Top PF_5ce9ccc116784V40
LF t-shirt	Living.Fit Classic Unisex Tank Top PF_5ce9ccc116784V41
LF t-shirt	Living.Fit Classic Unisex Tank Top PF_5ce9ccc116784V42
LF t-shirt	Living.Fit Classic Dark Short sleeve t-shirt
LF t-shirt	Living.Fit Classic Dark Short sleeve t-shirt PF_5ce9cd717c0a6V1
LF t-shirt	Living.Fit Classic Dark Short sleeve t-shirt PF_5ce9cd717c0a6V2
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LF t-shirt	Living.Fit Classic Dark Short sleeve t-shirt PF_5ce9cd717c0a6V20
LF t-shirt	Living.Fit Classic Dark Short sleeve t-shirt PF_5ce9cd717c0a6V21
LF t-shirt	Living.Fit Classic Dark Short sleeve t-shirt PF_5ce9cd717c0a6V22

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LF t-shirt	Living.Fit Classic Dark Short sleeve t-shirt PF_5ce9cd717c0a6V65
LF t-shirt	Living.Fit Classic Dark Short sleeve t-shirt PF_5ce9cd717c0a6V66
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LF t-shirt	Living.Fit Classic Dark Short sleeve t-shirt PF_5ce9cd717c0a6V68
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LF t-shirt	Living.Fit Classic Dark Short sleeve t-shirt PF_5ce9cd717c0a6V79
LF t-shirt	Living.Fit White Text Short sleeve t-shirt
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LF t-shirt	Living.Fit White Text Short sleeve t-shirt PF_5ce9d0beb60d7V40
LF t-shirt	Living.Fit White Text Short sleeve t-shirt PF_5ce9d0beb60d7V41
LF t-shirt	Living.Fit White Text Short sleeve t-shirt PF_5ce9d0beb60d7V42
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LF t-shirt	Living.Fit White Text Short sleeve t-shirt PF_5ce9d0beb60d7V44
LF t-shirt	Living.Fit White Text Short sleeve t-shirt PF_5ce9d0beb60d7V45
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LF t-shirt	Living.Fit White Text Short sleeve t-shirt PF_5ce9d0beb60d7V51
LF t-shirt	Living.Fit White Text Short sleeve t-shirt PF_5ce9d0beb60d7V52
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LF t-shirt	Living.Fit White Text Unisex Tank Top PF_5ce9d112252e8V3
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LF Hat	Living.Fit Badge Hat
LF Hat	Living.Fit Badge Hat PF_5ce9d60075f9cV1
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LF Hat	Living.Fit Badge Hat PF_5ce9d60075f9cV3
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LF sticker	Living.Fit Bubble-free stickers
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LF sticker	Living.Fit Knowledge Bubble-free stickers
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LF sticker	Living.Fit Knowledge Bubble-free stickers PF_5cf31882552eaV3
LF sticker	All Living.Fit Bubble-free stickers
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LF sticker	All Living.Fit Bubble-free stickers PF_5cf3199ad47a1V2
LF sticker	All Living.Fit Bubble-free stickers PF_5cf3199ad47a1V3
LF Shirt	Official Living.Fit Kettlebell Certification Shirt - Blue Logo
LF Shirt	Official Living.Fit Kettlebell Certification Shirt - Blue Logo 5E58403C5901E_9526
LF Shirt	Official Living.Fit Kettlebell Certification Shirt - Blue Logo 5E58403C5901E_4011
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LF Shirt	Official Kettlebell Certification Shirt - White Logo
LF Shirt	Official Kettlebell Certification Shirt - White Logo 5E58419542C2E_9526
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LF Shirt	Official Kettlebell Certification Shirt - White Logo 5E58419542C2E_8452
LF Shirt	Official Kettlebell Certification Shirt - White Logo 5E58419542C2E_8453
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LF Shirt	Official Kettlebell Certification Shirt - White Logo 5E58419542C2E_9740
LF Shirt	Official Kettlebell Certification Shirt - White Logo 5E58419542C2E_9741
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LF Shirt	Official Kettlebell Certification Shirt - White Logo 5E58419542C2E_9743
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LF Shirt	Official Kettlebell Certification Shirt - White Logo 5E58419542C2E_9745
LF Shirt	Official Kettlebell Certification Shirt - White Logo 5E58419542C2E_9746
LF Shirt	Official Kettlebell Certification Shirt - White Logo 5E58419542C2E_4141

LF Shirt	Official Kettlebell Certification Shirt - White Logo 5E58419542C2E_4142
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LF Shirt	Official Kettlebell Certification Shirt - White Logo 5E58419542C2E_4144
LF Shirt	Official Kettlebell Certification Shirt - White Logo 5E58419542C2E_4145
LF Shirt	Official Kettlebell Certification Shirt - White Logo 5E58419542C2E_5304
LF Shirt	Official Kettlebell Certification Shirt - White Logo 5E58419542C2E_5319
LF Shirt	Official Kettlebell Certification Shirt - White Logo 5E58419542C2E_8523
LF Shirt	Official Kettlebell Certification Shirt - White Logo 5E58419542C2E_8524
LF Shirt	Official Kettlebell Certification Shirt - White Logo 5E58419542C2E_8525
LF Shirt	Official Kettlebell Certification Shirt - White Logo 5E58419542C2E_8526
LF Shirt	Official Kettlebell Certification Shirt - White Logo 5E58419542C2E_8527
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LF Shirt	Official Kettlebell Certification Shirt - White Logo 5E58419542C2E_8529
LF Shirt	Official Battle Ropes Certification Short-Sleeve Unisex T-Shirt
LF Shirt	Official Battle Ropes Certification Short-Sleeve Unisex T-Shirt 5E587A15F0DB7_9526
LF Shirt	Official Battle Ropes Certification Short-Sleeve Unisex T-Shirt 5E587A15F0DB7_4011
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LF Shirt	Official Battle Ropes Certification Short-Sleeve Unisex T-Shirt 5E587A15F0DB7_4013
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LF Shirt	Official Battle Ropes Certification Short-Sleeve Unisex T-Shirt 5E587A15F0DB7_4031
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LF Shirt	Official Battle Ropes Certification Short-Sleeve Unisex T-Shirt 5E587A15F0DB7_6948
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LF Shirt	Official Battle Ropes Certification Short-Sleeve Unisex T-Shirt 5E587A15F0DB7_6952

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LF Shirt	3/4 sleeve raglan shirt Official Certification Shirt
LF Shirt	3/4 sleeve raglan shirt Official Certification Shirt 5E595A996D965_8312
LF Shirt	Long sleeve t-shirt Official Certification Shirt
LF Shirt	Long sleeve t-shirt Official Certification Shirt 5E595B11CD53B_986
LF Shirt	Long sleeve t-shirt Official Certification Shirt 5E595B11CD53B_994
LF Shirt	Long sleeve t-shirt Official Certification Shirt 5E595B11CD53B_1002
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LF Shirt	Long sleeve t-shirt Official Certification Shirt 5E595B11CD53B_1018
LF Shirt	Unisex Hoodie Official Certification Logo
LF Shirt	Unisex Hoodie Official Certification Logo 5E595B97ABC51_5530
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LF Shirt	Unisex Hoodie Official Certification Logo 5E595B97ABC51_5615
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LF Shirt	Unisex Hoodie Official Certification Logo 5E595B97ABC51_5545
LF Shirt	Women's Racerback Tank Official Certification Logo
LF Shirt	Women's Racerback Tank Official Certification Logo 5E595C2ED58F4_6651
LF Shirt	Women's Racerback Tank Official Certification Logo 5E595C2ED58F4_6652
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LF Shirt	Women's Racerback Tank Official Certification Logo 5E595C2ED58F4_6680
LF Shirt	Official Battle Rope Certification Short-Sleeve Unisex T-Shirt
LF Shirt	Official Battle Rope Certification Short-Sleeve Unisex T-Shirt 5E59B4E16EF7C_9527

[illegible]

LF Shirt	Official Battle Rope Certification Short-Sleeve Unisex T-Shirt 5E59B4E16EF7C_4115
LF Shirt	Official Battle Rope Certification Short-Sleeve Unisex T-Shirt 5E59B4E16EF7C_9564
LF Shirt	Official Battle Rope Certification Short-Sleeve Unisex T-Shirt 5E59B4E16EF7C_8460
LF Shirt	Official Battle Rope Certification Short-Sleeve Unisex T-Shirt 5E59B4E16EF7C_8461
LF Shirt	Official Battle Rope Certification Short-Sleeve Unisex T-Shirt 5E59B4E16EF7C_8462
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LF Shirt	Official Battle Rope Certification Unisex Hoodie
LF Shirt	Official Battle Rope Certification Unisex Hoodie 5E59B58C8052B_5530
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LF Shirt	Official Battle Ropes Women's Racerback Tank 5E59B5E8A1F41_6679
LF Shirt	Official Battle Ropes Women's Racerback Tank 5E59B5E8A1F41_6680
digital workout and time with instructor	KB-FC
LF Shirt	Living.Fit Short-Sleeve Unisex T-Shirt-A
LF Shirt	Living.Fit Short-Sleeve Unisex T-Shirt-A PF_5b4bd01ca9740V1
LF Shirt	Living.Fit Short-Sleeve Unisex T-Shirt-A PF_5b4bd01ca9740V2
LF Shirt	Living.Fit Short-Sleeve Unisex T-Shirt-A PF_5b4bd01ca9740V3
LF Shirt	Living.Fit Short-Sleeve Unisex T-Shirt-A PF_5b4bd01ca9740V4
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LF Shirt	Living.Fit Short-Sleeve Unisex T-Shirt-A PF_5b4bd01ca9740V6
LF Shirt	Living.Fit Short-Sleeve Unisex T-Shirt-A PF_5b4bd01ca9740V7

LF Shirt	Living.Fit Short-Sleeve Unisex T-Shirt-A PF_5b4bd01ca9740V8
LF Shirt	Living.Fit Short-Sleeve Unisex T-Shirt-A PF_5b4bd01ca9740V9
LF Shirt	Living.Fit Short-Sleeve Unisex T-Shirt-A PF_5b4bd01ca9740V10
LF Shirt	Living.Fit Short-Sleeve Unisex T-Shirt-A PF_5b4bd01ca9740V11
LF Shirt	Living.Fit Short-Sleeve Unisex T-Shirt-A PF_5b4bd01ca9740V12
LF Shirt	Living.Fit Short-Sleeve Unisex T-Shirt-A PF_5b4bd01ca9740V13
LF Shirt	Living.Fit Short-Sleeve Unisex T-Shirt-A PF_5b4bd01ca9740V14
LF Shirt	Living.Fit Short-Sleeve Unisex T-Shirt-A PF_5b4bd01ca9740V15
LF Shirt	Living.Fit Short-Sleeve Unisex T-Shirt-A PF_5b4bd01ca9740V16
LF Shirt	Living.Fit Short-Sleeve Unisex T-Shirt-A PF_5b4bd01ca9740V17
LF Shirt	Living.Fit Short-Sleeve Unisex T-Shirt-A PF_5b4bd01ca9740V18
LF Shirt	Living.Fit Short-Sleeve Unisex T-Shirt-A PF_5b4bd01ca9740V19
LF Shirt	Living.Fit Short-Sleeve Unisex T-Shirt-A PF_5b4bd01ca9740V20
LF Shirt	Living.Fit Short-Sleeve Unisex T-Shirt-A PF_5b4bd01ca9740V21
LF Shirt	Living.Fit Short-Sleeve Unisex T-Shirt-A PF_5b4bd01ca9740V22
LF Shirt	Living.Fit Short-Sleeve Unisex T-Shirt-A PF_5b4bd01ca9740V23
LF Shirt	Living.Fit Short-Sleeve Unisex T-Shirt-A PF_5b4bd01ca9740V24
LF Shirt	Living.Fit Short-Sleeve Unisex T-Shirt-A PF_5b4bd01ca9740V25
LF Shirt	Living.Fit Short-Sleeve Unisex T-Shirt-A PF_5b4bd01ca9740V26
LF Shirt	Living.Fit Short-Sleeve Unisex T-Shirt-A PF_5b4bd01ca9740V27
LF Shirt	Living.Fit Short-Sleeve Unisex T-Shirt-A PF_5b4bd01ca9740V28
LF Shirt	Living.Fit Short-Sleeve Unisex T-Shirt-A PF_5b4bd01ca9740V29
LF Shirt	Living.Fit Short-Sleeve Unisex T-Shirt-A PF_5b4bd01ca9740V30
LF Shirt	Living.Fit Short-Sleeve Unisex T-Shirt-A PF_5b4bd01ca9740V31
LF Shirt	Living.Fit Short-Sleeve Unisex T-Shirt-A PF_5b4bd01ca9740V32
LF Shirt	Living.Fit Short-Sleeve Unisex T-Shirt-A PF_5b4bd01ca9740V33
LF Shirt	Living.Fit Short-Sleeve Unisex T-Shirt-A PF_5b4bd01ca9740V34
LF Shirt	Living.Fit Short-Sleeve Unisex T-Shirt-A PF_5b4bd01ca9740V35
LF Shirt	Living.Fit Short-Sleeve Unisex T-Shirt-A PF_5b4bd01ca9740V36
LF Shirt	Living.Fit Short-Sleeve Unisex T-Shirt-A PF_5b4bd01ca9740V37
LF Shirt	Living.Fit Short-Sleeve Unisex T-Shirt-A PF_5b4bd01ca9740V38
LF Shirt	Living.Fit Short-Sleeve Unisex T-Shirt-A PF_5b4bd01ca9740V39
LF Shirt	Living.Fit Short-Sleeve Unisex T-Shirt-A PF_5b4bd01ca9740V40
LF Shirt	Living.Fit Short-Sleeve Unisex T-Shirt-A PF_5b4bd01ca9740V41
LF Shirt	Living.Fit Short-Sleeve Unisex T-Shirt-A PF_5b4bd01ca9740V42
LF Shirt	Living.Fit Short-Sleeve Unisex T-Shirt-A PF_5b4bd01ca9740V43
LF Shirt	Living.Fit Short-Sleeve Unisex T-Shirt-A PF_5b4bd01ca9740V44
LF Shirt	Living.Fit Short-Sleeve Unisex T-Shirt-A PF_5b4bd01ca9740V45
LF Shirt	Living.Fit Short-Sleeve Unisex T-Shirt-A PF_5b4bd01ca9740V46
LF Shirt	Living.Fit Short-Sleeve Unisex T-Shirt-A PF_5b4bd01ca9740V47
LF Shirt	Living.Fit Short-Sleeve Unisex T-Shirt-A PF_5b4bd01ca9740V48
LF Shirt	Living.Fit Short-Sleeve Unisex T-Shirt-A PF_5b4bd01ca9740V49

LF Shirt	Living.Fit Short-Sleeve Unisex T-Shirt-A PF_5b4bd01ca9740V50
LF Shirt	Living.Fit Short-Sleeve Unisex T-Shirt-A PF_5b4bd01ca9740V51
LF Shirt	Living.Fit Short-Sleeve Unisex T-Shirt-A PF_5b4bd01ca9740V52
LF Shirt	Living.Fit Short-Sleeve Unisex T-Shirt-A PF_5b4bd01ca9740V53
LF Shirt	Living.Fit Short-Sleeve Unisex T-Shirt-A PF_5b4bd01ca9740V54
LF Shirt	Living.Fit Short-Sleeve Unisex T-Shirt-A PF_5b4bd01ca9740V55
LF Shirt	Living.Fit Short-Sleeve Unisex T-Shirt-A PF_5b4bd01ca9740V56
LF Shirt	Living.Fit Logo Short-Sleeve Unisex T-Shirt-A
LF Shirt	Living.Fit Logo Short-Sleeve Unisex T-Shirt-A PF_5b4bd26813bd0V1
LF Shirt	Living.Fit Logo Short-Sleeve Unisex T-Shirt-A PF_5b4bd26813bd0V2
LF Shirt	Living.Fit Logo Short-Sleeve Unisex T-Shirt-A PF_5b4bd26813bd0V3
LF Shirt	Living.Fit Logo Short-Sleeve Unisex T-Shirt-A PF_5b4bd26813bd0V4
LF Shirt	Living.Fit Logo Short-Sleeve Unisex T-Shirt-A PF_5b4bd26813bd0V5
LF Shirt	Living.Fit Logo Short-Sleeve Unisex T-Shirt-A PF_5b4bd26813bd0V6
LF Shirt	Living.Fit Logo Short-Sleeve Unisex T-Shirt-A PF_5b4bd26813bd0V7
LF Shirt	Living.Fit Logo Short-Sleeve Unisex T-Shirt-A PF_5b4bd26813bd0V8
LF Shirt	Living.Fit Logo Short-Sleeve Unisex T-Shirt-A PF_5b4bd26813bd0V9
LF Shirt	Living.Fit Logo Short-Sleeve Unisex T-Shirt-A PF_5b4bd26813bd0V10
LF Shirt	Living.Fit Logo Short-Sleeve Unisex T-Shirt-A PF_5b4bd26813bd0V11
LF Shirt	Living.Fit Logo Short-Sleeve Unisex T-Shirt-A PF_5b4bd26813bd0V12
LF Shirt	Living.Fit Logo Short-Sleeve Unisex T-Shirt-A PF_5b4bd26813bd0V13
LF Shirt	Living.Fit Logo Short-Sleeve Unisex T-Shirt-A PF_5b4bd26813bd0V14
LF Shirt	Living.Fit Logo Short-Sleeve Unisex T-Shirt-A PF_5b4bd26813bd0V15
LF Shirt	Living.Fit Logo Short-Sleeve Unisex T-Shirt-A PF_5b4bd26813bd0V16
LF Shirt	Living.Fit Logo Short-Sleeve Unisex T-Shirt-A PF_5b4bd26813bd0V17
LF Shirt	Living.Fit Logo Short-Sleeve Unisex T-Shirt-A PF_5b4bd26813bd0V18
LF Shirt	Living.Fit Logo Short-Sleeve Unisex T-Shirt-A PF_5b4bd26813bd0V19
LF Shirt	Living.Fit Logo Short-Sleeve Unisex T-Shirt-A PF_5b4bd26813bd0V20
LF Shirt	Living.Fit Logo Short-Sleeve Unisex T-Shirt-A PF_5b4bd26813bd0V21
LF Shirt	Living.Fit Logo Short-Sleeve Unisex T-Shirt-A PF_5b4bd26813bd0V22
LF Shirt	Living.Fit Logo Short-Sleeve Unisex T-Shirt-A PF_5b4bd26813bd0V23
LF Shirt	Living.Fit Logo Short-Sleeve Unisex T-Shirt-A PF_5b4bd26813bd0V24
LF Shirt	Living.Fit Logo Short-Sleeve Unisex T-Shirt-A PF_5b4bd26813bd0V25
LF Shirt	Living.Fit Logo Short-Sleeve Unisex T-Shirt-A PF_5b4bd26813bd0V26
LF Shirt	Living.Fit Logo Short-Sleeve Unisex T-Shirt-A PF_5b4bd26813bd0V27
LF Shirt	Living.Fit Logo Short-Sleeve Unisex T-Shirt-A PF_5b4bd26813bd0V28
LF Shirt	Living.Fit Logo Short-Sleeve Unisex T-Shirt-A PF_5b4bd26813bd0V29
LF Shirt	Living.Fit Logo Short-Sleeve Unisex T-Shirt-A PF_5b4bd26813bd0V30
LF Shirt	Living.Fit Logo Short-Sleeve Unisex T-Shirt-A PF_5b4bd26813bd0V31
LF Shirt	Living.Fit Logo Short-Sleeve Unisex T-Shirt-A PF_5b4bd26813bd0V32
LF Shirt	Living.Fit Logo Short-Sleeve Unisex T-Shirt-A PF_5b4bd26813bd0V33
LF Shirt	Living.Fit Logo Short-Sleeve Unisex T-Shirt-A PF_5b4bd26813bd0V34

LF Shirt	Living.Fit Logo Short-Sleeve Unisex T-Shirt-A PF_5b4bd26813bd0V35
LF Shirt	Living.Fit Logo Short-Sleeve Unisex T-Shirt-A PF_5b4bd26813bd0V36
LF Shirt	Living.Fit Logo Short-Sleeve Unisex T-Shirt-A PF_5b4bd26813bd0V37
LF Shirt	Living.Fit Logo Short-Sleeve Unisex T-Shirt-A PF_5b4bd26813bd0V38
LF Shirt	Living.Fit Logo Short-Sleeve Unisex T-Shirt-A PF_5b4bd26813bd0V39
LF Shirt	Living.Fit Logo Short-Sleeve Unisex T-Shirt-A PF_5b4bd26813bd0V40
LF Shirt	Living.Fit Logo Short-Sleeve Unisex T-Shirt-A PF_5b4bd26813bd0V41
LF Shirt	Living.Fit Logo Short-Sleeve Unisex T-Shirt-A PF_5b4bd26813bd0V42
LF Shirt	Living.Fit Logo Short-Sleeve Unisex T-Shirt-A PF_5b4bd26813bd0V43
LF Shirt	Living.Fit Logo Short-Sleeve Unisex T-Shirt-A PF_5b4bd26813bd0V44
LF Shirt	Living.Fit Logo Short-Sleeve Unisex T-Shirt-A PF_5b4bd26813bd0V45
LF Shirt	Living.Fit Logo Short-Sleeve Unisex T-Shirt-A PF_5b4bd26813bd0V46
LF Shirt	Living.Fit Logo Short-Sleeve Unisex T-Shirt-A PF_5b4bd26813bd0V47
LF Shirt	Short-Sleeve Unisex T-Shirt Living.Fit-A
LF Shirt	Short-Sleeve Unisex T-Shirt Living.Fit-A PF_5b4bd74644808V1
LF Shirt	Short-Sleeve Unisex T-Shirt Living.Fit-A PF_5b4bd74644808V2
LF Shirt	Short-Sleeve Unisex T-Shirt Living.Fit-A PF_5b4bd74644808V3
LF Shirt	Short-Sleeve Unisex T-Shirt Living.Fit-A PF_5b4bd74644808V4
LF Shirt	Short-Sleeve Unisex T-Shirt Living.Fit-A PF_5b4bd74644808V5
LF Shirt	Short-Sleeve Unisex T-Shirt Living.Fit-A PF_5b4bd74644808V6
LF Shirt	Short-Sleeve Unisex T-Shirt Living.Fit-A PF_5b4bd74644808V7
LF Shirt	Short-Sleeve Unisex T-Shirt Living.Fit-A PF_5b4bd74644808V8
LF Shirt	Short-Sleeve Unisex T-Shirt Living.Fit-A PF_5b4bd74644808V9
LF Shirt	Short-Sleeve Unisex T-Shirt Living.Fit-A PF_5b4bd74644808V10
LF Shirt	Short-Sleeve Unisex T-Shirt Living.Fit-A PF_5b4bd74644808V11
LF Shirt	Short-Sleeve Unisex T-Shirt Living.Fit-A PF_5b4bd74644808V12
LF Shirt	Short-Sleeve Unisex T-Shirt Living.Fit-A PF_5b4bd74644808V13
LF Shirt	Short-Sleeve Unisex T-Shirt Living.Fit-A PF_5b4bd74644808V14
LF Shirt	Short-Sleeve Unisex T-Shirt Living.Fit-A PF_5b4bd74644808V15
LF Shirt	Short-Sleeve Unisex T-Shirt Living.Fit-A PF_5b4bd74644808V16
LF Shirt	Short-Sleeve Unisex T-Shirt Living.Fit-A PF_5b4bd74644808V17
LF Shirt	Short-Sleeve Unisex T-Shirt Living.Fit-A PF_5b4bd74644808V18
LF Shirt	Short-Sleeve Unisex T-Shirt Living.Fit-A PF_5b4bd74644808V19
LF Shirt	Short-Sleeve Unisex T-Shirt Living.Fit-A PF_5b4bd74644808V20
LF Shirt	Short-Sleeve Unisex T-Shirt Living.Fit-A PF_5b4bd74644808V21
LF Shirt	Short-Sleeve Unisex T-Shirt Living.Fit-A PF_5b4bd74644808V22
LF Shirt	Short-Sleeve Unisex T-Shirt Living.Fit-A PF_5b4bd74644808V23
LF Shirt	Short-Sleeve Unisex T-Shirt Living.Fit-A PF_5b4bd74644808V24
LF Shirt	Short-Sleeve Unisex T-Shirt Living.Fit-A PF_5b4bd74644808V25
LF Shirt	Short-Sleeve Unisex T-Shirt Living.Fit-A PF_5b4bd74644808V26
LF Shirt	Short-Sleeve Unisex T-Shirt Living.Fit-A PF_5b4bd74644808V27
LF Shirt	Short-Sleeve Unisex T-Shirt Living.Fit-A PF_5b4bd74644808V28

LF Shirt	Short-Sleeve Unisex T-Shirt Living.Fit-A PF_5b4bd74644808V71
LF Shirt	Short-Sleeve Unisex T-Shirt Living.Fit-A PF_5b4bd74644808V72
LF Shirt	Short-Sleeve Unisex T-Shirt Living.Fit-A PF_5b4bd74644808V73
LF Shirt	Short-Sleeve Unisex T-Shirt Living.Fit-A PF_5b4bd74644808V74
LF Shirt	Short-Sleeve Unisex T-Shirt Living.Fit-A PF_5b4bd74644808V75
LF Shirt	Short-Sleeve Unisex T-Shirt Living.Fit-A PF_5b4bd74644808V76
LF Shirt	Short-Sleeve Unisex T-Shirt Living.Fit-A PF_5b4bd74644808V77
LF Shirt	Short-Sleeve Unisex T-Shirt Living.Fit-A PF_5b4bd74644808V78
LF Shirt	Short-Sleeve Unisex T-Shirt Living.Fit-A PF_5b4bd74644808V79
LF Shirt	Short-Sleeve Unisex T-Shirt Living.Fit-A PF_5b4bd74644808V80
LF Shirt	Short-Sleeve Unisex T-Shirt Living.Fit-A PF_5b4bd74644808V81
LF Shirt	Short-Sleeve Unisex T-Shirt Living.Fit-A PF_5b4bd74644808V82
LF Shirt	Short-Sleeve Unisex T-Shirt Living.Fit-A PF_5b4bd74644808V83
LF Shirt	Short-Sleeve Unisex T-Shirt Living.Fit-A PF_5b4bd74644808V84
LF Shirt	Living.Fit Women's Racerback Tank-A
LF Shirt	Living.Fit Women's Racerback Tank-A PF_5b4d065d1a831V1
LF Shirt	Living.Fit Women's Racerback Tank-A PF_5b4d065d1a831V2
LF Shirt	Living.Fit Women's Racerback Tank-A PF_5b4d065d1a831V3
LF Shirt	Living.Fit Women's Racerback Tank-A PF_5b4d065d1a831V4
LF Shirt	Living.Fit Women's Racerback Tank-A PF_5b4d065d1a831V5
LF Shirt	Living.Fit Women's Racerback Tank-A PF_5b4d065d1a831V6
LF Shirt	Living.Fit Women's Racerback Tank-A PF_5b4d065d1a831V7
LF Shirt	Living.Fit Women's Racerback Tank-A PF_5b4d065d1a831V8
LF Shirt	Living.Fit Women's Racerback Tank-A PF_5b4d065d1a831V9
LF Shirt	Living.Fit Women's Racerback Tank-A PF_5b4d065d1a831V10
LF Shirt	Living.Fit Women's Racerback Tank-A PF_5b4d065d1a831V11
LF Shirt	Living.Fit Women's Racerback Tank-A PF_5b4d065d1a831V12
LF Shirt	Living.Fit Women's Racerback Tank-A PF_5b4d065d1a831V13
LF Shirt	Living.Fit Women's Racerback Tank-A PF_5b4d065d1a831V14
LF Shirt	Living.Fit Women's Racerback Tank-A PF_5b4d065d1a831V15
LF Shirt	Living.Fit Women's Racerback Tank-A PF_5b4d065d1a831V16
LF Shirt	Living.Fit Women's Racerback Tank-A PF_5b4d065d1a831V17
LF Shirt	Living.Fit Women's Racerback Tank-A PF_5b4d065d1a831V18
LF Shirt	Living.Fit Women's Racerback Tank-A PF_5b4d065d1a831V19
LF Shirt	Living.Fit Women's Racerback Tank-A PF_5b4d065d1a831V20
LF Shirt	Living.Fit Women's Racerback Tank-A PF_5b4d065d1a831V21
LF Shirt	Living.Fit Women's Racerback Tank-A PF_5b4d065d1a831V22
LF Shirt	Living.Fit Women's Racerback Tank-A PF_5b4d065d1a831V23
LF Shirt	Living.Fit Women's Racerback Tank-A PF_5b4d065d1a831V24
LF Shirt	Living.Fit Women's Racerback Tank-A PF_5b4d065d1a831V25
LF Shirt	Living.Fit Women's Racerback Tank-A PF_5b4d065d1a831V26
LF Shirt	Living.Fit Women's Racerback Tank-A PF_5b4d065d1a831V27

LF Shirt	Living.Fit Women's Racerback Tank-A PF_5b4d065d1a831V28
LF Shirt	Living.Fit Women's Racerback Tank-A PF_5b4d065d1a831V29
LF Shirt	Living.Fit Women's Racerback Tank-A PF_5b4d065d1a831V30
LF Shirt	Living.Fit Women's Racerback Tank-A PF_5b4d065d1a831V31
LF Shirt	Living.Fit Women's Racerback Tank-A PF_5b4d065d1a831V32
LF Shirt	Living.Fit Women's Racerback Tank-A PF_5b4d065d1a831V33
LF Shirt	Living.Fit Women's Racerback Tank-A PF_5b4d065d1a831V34
LF Shirt	Living.Fit Women's Racerback Tank-A PF_5b4d065d1a831V35
LF Shirt	Living.Fit Women's Racerback Tank-A PF_5b4d065d1a831V36
LF Shirt	Living.Fit Women's Racerback Tank-A PF_5b4d065d1a831V37
LF Shirt	Living.Fit Women's Racerback Tank-A PF_5b4d065d1a831V38
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LF Shirt	Living.Fit Women's Racerback Tank-A PF_5b4d065d1a831V40
LF Shirt	Living.Fit Women's Racerback Tank-A PF_5b4d065d1a831V41
LF Shirt	Living.Fit Women's Racerback Tank-A PF_5b4d065d1a831V42
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LF Shirt	Living.Fit Women's Racerback Tank-A PF_5b4d065d1a831V44
LF Shirt	Living.Fit Women's Racerback Tank-A PF_5b4d065d1a831V45
LF Shirt	Living.Fit Women's Racerback Tank-A PF_5b4d065d1a831V46
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LF Shirt	Living.Fit Women's Racerback Tank-A PF_5b4d065d1a831V50
LF Shirt	Living.Fit Women's Racerback Tank-A PF_5b4d065d1a831V51
LF Shirt	Living.Fit Women's Racerback Tank-A PF_5b4d065d1a831V52
LF Shirt	Living.Fit Women's Racerback Tank-A PF_5b4d065d1a831V53
LF Shirt	Living.Fit Women's Racerback Tank-A PF_5b4d065d1a831V54
LF Shirt	Living.Fit Women's Racerback Tank-A PF_5b4d065d1a831V55
LF Shirt	Living.Fit Women's Racerback Tank-A PF_5b4d065d1a831V56
LF Shirt	Living.Fit Women's Racerback Tank-A PF_5b4d065d1a831V57
LF Shirt	Living.Fit Women's Racerback Tank-A PF_5b4d065d1a831V58
LF Shirt	Living.Fit Women's Racerback Tank-A PF_5b4d065d1a831V59
LF Shirt	Living.Fit Women's Racerback Tank-A PF_5b4d065d1a831V60
LF Shirt	Living.Fit Women's Racerback Tank-A PF_5b4d065d1a831V61
LF Shirt	Living.Fit Women's Racerback Tank-A PF_5b4d065d1a831V62
LF Shirt	Living.Fit Women's Racerback Tank-A PF_5b4d065d1a831V63
LF Shirt	Living.Fit Women's Racerback Tank-A PF_5b4d065d1a831V64
LF Shirt	Living.Fit Women's Racerback Tank-A PF_5b4d065d1a831V65
LF Shirt	Living.Fit Women's Short Sleeve T-shirt-A
LF Shirt	Living.Fit Women's Short Sleeve T-shirt-A PF_5b4d073c857e9V1
LF Shirt	Living.Fit Women's Short Sleeve T-shirt-A PF_5b4d073c857e9V2
LF Shirt	Living.Fit Women's Short Sleeve T-shirt-A PF_5b4d073c857e9V3

LF Shirt	Living.Fit Women's Short Sleeve T-shirt-A PF_5b4d073c857e9V4
LF Shirt	Living.Fit Women's Short Sleeve T-shirt-A PF_5b4d073c857e9V5
LF Shirt	Living.Fit Women's Short Sleeve T-shirt-A PF_5b4d073c857e9V6
LF Shirt	Living.Fit Women's Short Sleeve T-shirt-A PF_5b4d073c857e9V7
LF Shirt	Living.Fit Women's Short Sleeve T-shirt-A PF_5b4d073c857e9V8
LF Shirt	Living.Fit Women's Short Sleeve T-shirt-A PF_5b4d073c857e9V9
LF Shirt	Living.Fit Women's Short Sleeve T-shirt-A PF_5b4d073c857e9V10
LF Shirt	Living.Fit Women's Short Sleeve T-shirt-A PF_5b4d073c857e9V11
LF Shirt	Living.Fit Women's Short Sleeve T-shirt-A PF_5b4d073c857e9V12
LF Shirt	Living.Fit Women's Short Sleeve T-shirt-A PF_5b4d073c857e9V13
LF Shirt	Living.Fit Women's Short Sleeve T-shirt-A PF_5b4d073c857e9V14
LF Shirt	Living.Fit Women's Short Sleeve T-shirt-A PF_5b4d073c857e9V15
LF Shirt	Living.Fit Women's Short Sleeve T-shirt-A PF_5b4d073c857e9V16
LF Shirt	Living.Fit Women's Short Sleeve T-shirt-A PF_5b4d073c857e9V17
LF Shirt	Living.Fit Women's Short Sleeve T-shirt-A PF_5b4d073c857e9V18
LF Shirt	Living.Fit Women's Short Sleeve T-shirt-A PF_5b4d073c857e9V19
LF Shirt	Living.Fit Women's Short Sleeve T-shirt-A PF_5b4d073c857e9V20
LF Shirt	Living.Fit Women's Short Sleeve T-shirt-A PF_5b4d073c857e9V21
LF Shirt	Living.Fit Women's Short Sleeve T-shirt-A PF_5b4d073c857e9V22
LF Shirt	Living.Fit Women's Short Sleeve T-shirt-A PF_5b4d073c857e9V23
LF Shirt	Living.Fit Women's Short Sleeve T-shirt-A PF_5b4d073c857e9V24
LF Shirt	Living.Fit Women's Short Sleeve T-shirt-A PF_5b4d073c857e9V25
LF Shirt	Living.Fit Women's Short Sleeve T-shirt-A PF_5b4d073c857e9V26
LF Shirt	Living.Fit Women's Short Sleeve T-shirt-A PF_5b4d073c857e9V27
LF Shirt	Living.Fit Women's Short Sleeve T-shirt-A PF_5b4d073c857e9V28
LF Shirt	Living.Fit Women's Short Sleeve T-shirt-A PF_5b4d073c857e9V29
LF Shirt	Living.Fit Women's Short Sleeve T-shirt-A PF_5b4d073c857e9V30
LF Shirt	Living.Fit Women's Short Sleeve T-shirt-A PF_5b4d073c857e9V31
LF Shirt	Living.Fit Women's Short Sleeve T-shirt-A PF_5b4d073c857e9V32
LF Shirt	Living.Fit Women's Short Sleeve T-shirt-A PF_5b4d073c857e9V33
LF Shirt	Living.Fit Women's Short Sleeve T-shirt-A PF_5b4d073c857e9V34
LF Shirt	Living.Fit Women's Short Sleeve T-shirt-A PF_5b4d073c857e9V35
LF Shirt	Living.Fit Women's Short Sleeve T-shirt-A PF_5b4d073c857e9V36
LF Shirt	Living.Fit Women's Short Sleeve T-shirt-A PF_5b4d073c857e9V37
LF Shirt	Living.Fit Women's Short Sleeve T-shirt-A PF_5b4d073c857e9V38
LF Shirt	Living.Fit Women's Short Sleeve T-shirt-A PF_5b4d073c857e9V39
LF Shirt	Living.Fit Women's Short Sleeve T-shirt-A PF_5b4d073c857e9V40
LF Shirt	Living.Fit Women's Short Sleeve T-shirt-A PF_5b4d073c857e9V41
LF Shirt	Living.Fit Women's Short Sleeve T-shirt-A PF_5b4d073c857e9V42
LF Shirt	Living.Fit Women's Short Sleeve T-shirt-A PF_5b4d073c857e9V43
LF Shirt	Living.Fit Women's Short Sleeve T-shirt-A PF_5b4d073c857e9V44
LF Shirt	Living.Fit Women's Short Sleeve T-shirt-A PF_5b4d073c857e9V45

LF Shirt	Living.Fit Front Women's Racerback Tank-A
LF Shirt	Living.Fit Front Women's Racerback Tank-A PF_5b4d07c197aa9V1
LF Shirt	Living.Fit Front Women's Racerback Tank-A PF_5b4d07c197aa9V2
LF Shirt	Living.Fit Front Women's Racerback Tank-A PF_5b4d07c197aa9V3
LF Shirt	Living.Fit Front Women's Racerback Tank-A PF_5b4d07c197aa9V4
LF Shirt	Living.Fit Front Women's Racerback Tank-A PF_5b4d07c197aa9V5
LF Shirt	Living.Fit Front Women's Racerback Tank-A PF_5b4d07c197aa9V6
LF Shirt	Living.Fit Front Women's Racerback Tank-A PF_5b4d07c197aa9V7
LF Shirt	Living.Fit Front Women's Racerback Tank-A PF_5b4d07c197aa9V8
LF Shirt	Living.Fit Front Women's Racerback Tank-A PF_5b4d07c197aa9V9
LF Shirt	Living.Fit Front Women's Racerback Tank-A PF_5b4d07c197aa9V10
LF Shirt	Living.Fit Front Women's Racerback Tank-A PF_5b4d07c197aa9V11
LF Shirt	Living.Fit Front Women's Racerback Tank-A PF_5b4d07c197aa9V12
LF Shirt	Living.Fit Front Women's Racerback Tank-A PF_5b4d07c197aa9V13
LF Shirt	Living.Fit Front Women's Racerback Tank-A PF_5b4d07c197aa9V14
LF Shirt	Living.Fit Front Women's Racerback Tank-A PF_5b4d07c197aa9V15
LF Shirt	Living.Fit Front Women's Racerback Tank-A PF_5b4d07c197aa9V16
LF Shirt	Living.Fit Front Women's Racerback Tank-A PF_5b4d07c197aa9V17
LF Shirt	Living.Fit Front Women's Racerback Tank-A PF_5b4d07c197aa9V18
LF Shirt	Living.Fit Front Women's Racerback Tank-A PF_5b4d07c197aa9V19
LF Shirt	Living.Fit Front Women's Racerback Tank-A PF_5b4d07c197aa9V20
LF Shirt	Living.Fit Front Women's Racerback Tank-A PF_5b4d07c197aa9V21
LF Shirt	Living.Fit Front Women's Racerback Tank-A PF_5b4d07c197aa9V22
LF Shirt	Living.Fit Front Women's Racerback Tank-A PF_5b4d07c197aa9V23
LF Shirt	Living.Fit Front Women's Racerback Tank-A PF_5b4d07c197aa9V24
LF Shirt	Living.Fit Front Women's Racerback Tank-A PF_5b4d07c197aa9V25
LF Shirt	Living.Fit Front Women's Racerback Tank-A PF_5b4d07c197aa9V26
LF Shirt	Living.Fit Front Women's Racerback Tank-A PF_5b4d07c197aa9V27
LF Shirt	Living.Fit Front Women's Racerback Tank-A PF_5b4d07c197aa9V28
LF Shirt	Living.Fit Front Women's Racerback Tank-A PF_5b4d07c197aa9V29
LF Shirt	Living.Fit Front Women's Racerback Tank-A PF_5b4d07c197aa9V30
LF Shirt	Living.Fit Front Women's Racerback Tank-A PF_5b4d07c197aa9V31
LF Shirt	Living.Fit Front Women's Racerback Tank-A PF_5b4d07c197aa9V32
LF Shirt	Living.Fit Front Women's Racerback Tank-A PF_5b4d07c197aa9V33
LF Shirt	Living.Fit Front Women's Racerback Tank-A PF_5b4d07c197aa9V34
LF Shirt	Living.Fit Front Women's Racerback Tank-A PF_5b4d07c197aa9V35
LF Shirt	Living.Fit Front Women's Racerback Tank-A PF_5b4d07c197aa9V36
LF Shirt	Living.Fit Front Women's Racerback Tank-A PF_5b4d07c197aa9V37
LF Shirt	Living.Fit Front Women's Racerback Tank-A PF_5b4d07c197aa9V38
LF Shirt	Living.Fit Front Women's Racerback Tank-A PF_5b4d07c197aa9V39
LF Shirt	Living.Fit Front Women's Racerback Tank-A PF_5b4d07c197aa9V40
LF Shirt	Living.Fit Front Women's Racerback Tank-A PF_5b4d07c197aa9V41

LF Shirt	Living.Fit Front Women's Racerback Tank-A PF_5b4d07c197aa9V42
LF Shirt	Living.Fit Front Women's Racerback Tank-A PF_5b4d07c197aa9V43
LF Shirt	Living.Fit Front Women's Racerback Tank-A PF_5b4d07c197aa9V44
LF Shirt	Living.Fit Front Women's Racerback Tank-A PF_5b4d07c197aa9V45
LF Shirt	Living.Fit 3/4 sleeve raglan shirt-A
LF Shirt	Living.Fit 3/4 sleeve raglan shirt-A PF_5b4d0cdda6f83V1
LF Shirt	Living.Fit 3/4 sleeve raglan shirt-A PF_5b4d0cdda6f83V2
LF Shirt	Living.Fit 3/4 sleeve raglan shirt-A PF_5b4d0cdda6f83V3
LF Shirt	Living.Fit 3/4 sleeve raglan shirt-A PF_5b4d0cdda6f83V4
LF Shirt	Living.Fit 3/4 sleeve raglan shirt-A PF_5b4d0cdda6f83V5
LF Shirt	Living.Fit 3/4 sleeve raglan shirt-A PF_5b4d0cdda6f83V6
LF Shirt	Living.Fit 3/4 sleeve raglan shirt-A PF_5b4d0cdda6f83V7
LF Shirt	Living.Fit 3/4 sleeve raglan shirt-A PF_5b4d0cdda6f83V8
LF Shirt	Living.Fit 3/4 sleeve raglan shirt-A PF_5b4d0cdda6f83V9
LF Shirt	Living.Fit 3/4 sleeve raglan shirt-A PF_5b4d0cdda6f83V10
LF Shirt	Living.Fit 3/4 sleeve raglan shirt-A PF_5b4d0cdda6f83V11
LF Shirt	Living.Fit 3/4 sleeve raglan shirt-A PF_5b4d0cdda6f83V12
LF Shirt	Living.Fit 3/4 sleeve raglan shirt-A PF_5b4d0cdda6f83V13
LF Shirt	Living.Fit 3/4 sleeve raglan shirt-A PF_5b4d0cdda6f83V14
LF Shirt	Living.Fit 3/4 sleeve raglan shirt-A PF_5b4d0cdda6f83V15
LF Shirt	Living.Fit 3/4 sleeve raglan shirt-A PF_5b4d0cdda6f83V16
LF Shirt	Living.Fit 3/4 sleeve raglan shirt-A PF_5b4d0cdda6f83V17
LF Shirt	Living.Fit 3/4 sleeve raglan shirt-A PF_5b4d0cdda6f83V18
LF Shirt	Living.Fit 3/4 sleeve raglan shirt-A PF_5b4d0cdda6f83V19
LF Shirt	Living.Fit 3/4 sleeve raglan shirt-A PF_5b4d0cdda6f83V20
LF Shirt	Living.Fit 3/4 sleeve raglan shirt-A PF_5b4d0cdda6f83V21
LF Shirt	Living.Fit 3/4 sleeve raglan shirt-A PF_5b4d0cdda6f83V22
LF Shirt	Living.Fit 3/4 sleeve raglan shirt-A PF_5b4d0cdda6f83V23
LF Shirt	Living.Fit 3/4 sleeve raglan shirt-A PF_5b4d0cdda6f83V24
LF Shirt	Living.Fit 3/4 sleeve raglan shirt-A PF_5b4d0cdda6f83V25
LF Shirt	Living.Fit 3/4 sleeve raglan shirt-A PF_5b4d0cdda6f83V26
LF Shirt	Living.Fit 3/4 sleeve raglan shirt-A PF_5b4d0cdda6f83V27
LF Shirt	Living.Fit 3/4 sleeve raglan shirt-A PF_5b4d0cdda6f83V28
LF Shirt	Living.Fit 3/4 sleeve raglan shirt-A PF_5b4d0cdda6f83V29
LF Shirt	Living.Fit 3/4 sleeve raglan shirt-A PF_5b4d0cdda6f83V30
LF Shirt	Living.Fit 3/4 sleeve raglan shirt-A PF_5b4d0cdda6f83V31
LF Shirt	Living.Fit 3/4 sleeve raglan shirt-A PF_5b4d0cdda6f83V32
LF Shirt	Living.Fit 3/4 sleeve raglan shirt-A PF_5b4d0cdda6f83V33
LF Shirt	Living.Fit 3/4 sleeve raglan shirt-A PF_5b4d0cdda6f83V34
LF Shirt	Living.Fit 3/4 sleeve raglan shirt-A PF_5b4d0cdda6f83V35
LF Shirt	Living.Fit 3/4 sleeve raglan shirt-A PF_5b4d0cdda6f83V36
LF Shirt	Living.Fit 3/4 sleeve raglan shirt-A PF_5b4d0cdda6f83V37

LF Shirt	Living.Fit 3/4 sleeve raglan shirt-A PF_5b4d0cdda6f83V38
LF Shirt	Living.Fit 3/4 sleeve raglan shirt-A PF_5b4d0cdda6f83V39
LF Shirt	Living.Fit 3/4 sleeve raglan shirt-A PF_5b4d0cdda6f83V40
LF Shirt	Living.Fit 3/4 sleeve raglan shirt-A PF_5b4d0cdda6f83V41
LF Shirt	Living.Fit 3/4 sleeve raglan shirt-A PF_5b4d0cdda6f83V42
LF Shirt	Living.Fit 3/4 sleeve raglan shirt-A PF_5b4d0cdda6f83V43
LF Shirt	Living.Fit 3/4 sleeve raglan shirt-A PF_5b4d0cdda6f83V44
LF Shirt	Living.Fit 3/4 sleeve raglan shirt-A PF_5b4d0cdda6f83V45
LF Shirt	Living.Fit 3/4 sleeve raglan shirt-A PF_5b4d0cdda6f83V46
LF Shirt	Living.Fit 3/4 sleeve raglan shirt-A PF_5b4d0cdda6f83V47
LF Shirt	Living.Fit 3/4 sleeve raglan shirt-A PF_5b4d0cdda6f83V48
LF Shirt	Living.Fit 3/4 sleeve raglan shirt-A PF_5b4d0cdda6f83V49
LF Shirt	Living.Fit 3/4 sleeve raglan shirt-A PF_5b4d0cdda6f83V50
LF Shirt	Living.Fit 3/4 sleeve raglan shirt-A PF_5b4d0cdda6f83V51
LF Shirt	Living.Fit 3/4 sleeve raglan shirt-A PF_5b4d0cdda6f83V52
LF Shirt	Living.Fit 3/4 sleeve raglan shirt-A PF_5b4d0cdda6f83V53
LF Shirt	Living.Fit 3/4 sleeve raglan shirt-A PF_5b4d0cdda6f83V54
LF Shirt	Living.Fit 3/4 sleeve raglan shirt-A PF_5b4d0cdda6f83V55
LF Shirt	Living.Fit 3/4 sleeve raglan shirt-A PF_5b4d0cdda6f83V56
LF Shirt	Living.Fit 3/4 sleeve raglan shirt-A PF_5b4d0cdda6f83V57
LF Shirt	Living.Fit 3/4 sleeve raglan shirt-A PF_5b4d0cdda6f83V58
LF Shirt	Living.Fit 3/4 sleeve raglan shirt-A PF_5b4d0cdda6f83V59
LF Shirt	Living.Fit 3/4 sleeve raglan shirt-A PF_5b4d0cdda6f83V60
LF Shirt	Living.Fit Logo Women's Racerback Tank-A
LF Shirt	Living.Fit Logo Women's Racerback Tank-A PF_5b4d0dcb21eaeV1
LF Shirt	Living.Fit Logo Women's Racerback Tank-A PF_5b4d0dcb21eaeV2
LF Shirt	Living.Fit Logo Women's Racerback Tank-A PF_5b4d0dcb21eaeV3
LF Shirt	Living.Fit Logo Women's Racerback Tank-A PF_5b4d0dcb21eaeV4
LF Shirt	Living.Fit Logo Women's Racerback Tank-A PF_5b4d0dcb21eaeV5
LF Shirt	Living.Fit Logo Women's Racerback Tank-A PF_5b4d0dcb21eaeV6
LF Shirt	Living.Fit Logo Women's Racerback Tank-A PF_5b4d0dcb21eaeV7
LF Shirt	Living.Fit Logo Women's Racerback Tank-A PF_5b4d0dcb21eaeV8
LF Shirt	Living.Fit Logo Women's Racerback Tank-A PF_5b4d0dcb21eaeV9
LF Shirt	Living.Fit Logo Women's Racerback Tank-A PF_5b4d0dcb21eaeV10
LF Shirt	Living.Fit Logo Women's Racerback Tank-A PF_5b4d0dcb21eaeV11
LF Shirt	Living.Fit Logo Women's Racerback Tank-A PF_5b4d0dcb21eaeV12
LF Shirt	Living.Fit Logo Women's Racerback Tank-A PF_5b4d0dcb21eaeV13
LF Shirt	Living.Fit Logo Women's Racerback Tank-A PF_5b4d0dcb21eaeV14
LF Shirt	Living.Fit Logo Women's Racerback Tank-A PF_5b4d0dcb21eaeV15
LF Shirt	Living.Fit Logo Women's Racerback Tank-A PF_5b4d0dcb21eaeV16
LF Shirt	Living.Fit Logo Women's Racerback Tank-A PF_5b4d0dcb21eaeV17
LF Shirt	Living.Fit Logo Women's Racerback Tank-A PF_5b4d0dcb21eaeV18

LF Shirt	Living.Fit Logo Women's Racerback Tank-A PF_5b4d0dcb21eaeV19
LF Shirt	Living.Fit Logo Women's Racerback Tank-A PF_5b4d0dcb21eaeV20
LF Shirt	Living.Fit Logo Women's Racerback Tank-A PF_5b4d0dcb21eaeV21
LF Shirt	Living.Fit Logo Women's Racerback Tank-A PF_5b4d0dcb21eaeV22
LF Shirt	Living.Fit Logo Women's Racerback Tank-A PF_5b4d0dcb21eaeV23
LF Shirt	Living.Fit Logo Women's Racerback Tank-A PF_5b4d0dcb21eaeV24
LF Shirt	Living.Fit Logo Women's Racerback Tank-A PF_5b4d0dcb21eaeV25
LF Shirt	Living.Fit Logo Women's Racerback Tank-A PF_5b4d0dcb21eaeV26
LF Shirt	Living.Fit Logo Women's Racerback Tank-A PF_5b4d0dcb21eaeV27
LF Shirt	Living.Fit Logo Women's Racerback Tank-A PF_5b4d0dcb21eaeV28
LF Shirt	Living.Fit Logo Women's Racerback Tank-A PF_5b4d0dcb21eaeV29
LF Shirt	Living.Fit Logo Women's Racerback Tank-A PF_5b4d0dcb21eaeV30
LF Shirt	Living.Fit Logo Women's Racerback Tank-A PF_5b4d0dcb21eaeV31
LF Shirt	Living.Fit Logo Women's Racerback Tank-A PF_5b4d0dcb21eaeV32
LF Shirt	Living.Fit Logo Women's Racerback Tank-A PF_5b4d0dcb21eaeV33
LF Shirt	Living.Fit Logo Women's Racerback Tank-A PF_5b4d0dcb21eaeV34
LF Shirt	Living.Fit Logo Women's Racerback Tank-A PF_5b4d0dcb21eaeV35
LF Shirt	Living.Fit Logo Women's Racerback Tank-A PF_5b4d0dcb21eaeV36
LF Shirt	Living.Fit Logo Women's Racerback Tank-A PF_5b4d0dcb21eaeV37
LF Shirt	Living.Fit Logo Women's Racerback Tank-A PF_5b4d0dcb21eaeV38
LF Shirt	Living.Fit Logo Women's Racerback Tank-A PF_5b4d0dcb21eaeV39
LF Shirt	Living.Fit Logo Women's Racerback Tank-A PF_5b4d0dcb21eaeV40
LF Shirt	Living.Fit Logo Women's Racerback Tank-A PF_5b4d0dcb21eaeV41
LF Shirt	Living.Fit Logo Women's Racerback Tank-A PF_5b4d0dcb21eaeV42
LF Shirt	Living.Fit Logo Women's Racerback Tank-A PF_5b4d0dcb21eaeV43
LF Shirt	Living.Fit Logo Women's Racerback Tank-A PF_5b4d0dcb21eaeV44
LF Shirt	Living.Fit Logo Women's Racerback Tank-A PF_5b4d0dcb21eaeV45
LF Shirt	Living.Fit Logo Tank top-A
LF Shirt	Living.Fit Logo Tank top-A PF_5b4d0ea3cf36eV1
LF Shirt	Living.Fit Logo Tank top-A PF_5b4d0ea3cf36eV2
LF Shirt	Living.Fit Logo Tank top-A PF_5b4d0ea3cf36eV3
LF Shirt	Living.Fit Logo Tank top-A PF_5b4d0ea3cf36eV4
LF Shirt	Living.Fit Logo Tank top-A PF_5b4d0ea3cf36eV5
LF Shirt	Living.Fit Logo Tank top-A PF_5b4d0ea3cf36eV6
LF Shirt	Living.Fit Logo Tank top-A PF_5b4d0ea3cf36eV7
LF Shirt	Living.Fit Logo Tank top-A PF_5b4d0ea3cf36eV8
LF Shirt	Living.Fit Logo Tank top-A PF_5b4d0ea3cf36eV9
LF Shirt	Living.Fit Logo Tank top-A PF_5b4d0ea3cf36eV10
LF Shirt	Living.Fit Logo Tank top-A PF_5b4d0ea3cf36eV11
LF Shirt	Living.Fit Logo Tank top-A PF_5b4d0ea3cf36eV12
LF Shirt	Living.Fit Logo Tank top-A PF_5b4d0ea3cf36eV13
LF Shirt	Living.Fit Logo Tank top-A PF_5b4d0ea3cf36eV14

LF Shirt	Living.Fit Logo Tank top-A PF_5b4d0ea3cf36eV15
LF Shirt	Living.Fit Logo Tank top-A PF_5b4d0ea3cf36eV16
LF Shirt	Living.Fit Logo Tank top-A PF_5b4d0ea3cf36eV17
LF Shirt	Living.Fit Logo Tank top-A PF_5b4d0ea3cf36eV18
LF Shirt	Living.Fit Logo Tank top-A PF_5b4d0ea3cf36eV19
LF Shirt	Living.Fit Logo Tank top-A PF_5b4d0ea3cf36eV20
LF Shirt	Living.Fit Logo Tank top-A PF_5b4d0ea3cf36eV21
LF Shirt	Living.Fit Logo Tank top-A PF_5b4d0ea3cf36eV22
LF Shirt	Living.Fit Logo Tank top-A PF_5b4d0ea3cf36eV23
LF Shirt	Living.Fit Logo Tank top-A PF_5b4d0ea3cf36eV24
LF Shirt	Living.Fit Logo Tank top-A PF_5b4d0ea3cf36eV25
LF Shirt	Living.Fit Logo Tank top-A PF_5b4d0ea3cf36eV26
LF Shirt	Living.Fit Logo Tank top-A PF_5b4d0ea3cf36eV27
LF Shirt	Living.Fit Logo Tank top-A PF_5b4d0ea3cf36eV28
LF Shirt	Living.Fit Logo Tank top-A PF_5b4d0ea3cf36eV29
LF Shirt	Living.Fit Logo Tank top-A PF_5b4d0ea3cf36eV30
LF Shirt	Living.Fit Logo Tank top-A PF_5b4d0ea3cf36eV31
LF Shirt	Living.Fit Logo Tank top-A PF_5b4d0ea3cf36eV32
LF Shirt	Living.Fit Logo Tank top-A PF_5b4d0ea3cf36eV33
LF Shirt	Living.Fit Logo Tank top-A PF_5b4d0ea3cf36eV34
LF Shirt	Living.Fit Logo Tank top-A PF_5b4d0ea3cf36eV35
LF Shirt	Living.Fit Logo Tank top-A PF_5b4d0ea3cf36eV36
LF Shirt	Living.Fit Logo Tank top-A PF_5b4d0ea3cf36eV37
LF Shirt	Living.Fit Logo Tank top-A PF_5b4d0ea3cf36eV38
LF Shirt	Living.Fit Logo Tank top-A PF_5b4d0ea3cf36eV39
LF Shirt	Living.Fit Logo Tank top-A PF_5b4d0ea3cf36eV40
LF Shirt	Living.Fit Tank top-A
LF Shirt	Living.Fit Tank top-A PF_5b4d1008727f2V1
LF Shirt	Living.Fit Tank top-A PF_5b4d1008727f2V2
LF Shirt	Living.Fit Tank top-A PF_5b4d1008727f2V3
LF Shirt	Living.Fit Tank top-A PF_5b4d1008727f2V4
LF Shirt	Living.Fit Tank top-A PF_5b4d1008727f2V5
LF Shirt	Living.Fit Tank top-A PF_5b4d1008727f2V6
LF Shirt	Living.Fit Tank top-A PF_5b4d1008727f2V7
LF Shirt	Living.Fit Tank top-A PF_5b4d1008727f2V8
LF Shirt	Living.Fit Tank top-A PF_5b4d1008727f2V9
LF Shirt	Living.Fit Tank top-A PF_5b4d1008727f2V10
LF Shirt	Living.Fit Tank top-A PF_5b4d1008727f2V11
LF Shirt	Living.Fit Tank top-A PF_5b4d1008727f2V12
LF Shirt	Living.Fit Tank top-A PF_5b4d1008727f2V13
LF Shirt	Living.Fit Tank top-A PF_5b4d1008727f2V14
LF Shirt	Living.Fit Tank top-A PF_5b4d1008727f2V15

LF Shirt	Living.Fit Tank top-A PF_5b4d1008727f2V16
LF Shirt	Living.Fit Tank top-A PF_5b4d1008727f2V17
LF Shirt	Living.Fit Tank top-A PF_5b4d1008727f2V18
LF Shirt	Living.Fit Tank top-A PF_5b4d1008727f2V19
LF Shirt	Living.Fit Tank top-A PF_5b4d1008727f2V20
LF Shirt	Living.Fit Tank top-A PF_5b4d1008727f2V21
LF Shirt	Living.Fit Tank top-A PF_5b4d1008727f2V22
LF Shirt	Living.Fit Tank top-A PF_5b4d1008727f2V23
LF Shirt	Living.Fit Tank top-A PF_5b4d1008727f2V24
LF Shirt	Living.Fit Tank top-A PF_5b4d1008727f2V25
LF Shirt	Living.Fit Tank top-A PF_5b4d1008727f2V26
LF Shirt	Living.Fit Tank top-A PF_5b4d1008727f2V27
LF Shirt	Living.Fit Tank top-A PF_5b4d1008727f2V28
LF Shirt	Living.Fit Tank top-A PF_5b4d1008727f2V29
LF Shirt	Living.Fit Tank top-A PF_5b4d1008727f2V30
LF Shirt	Living.Fit Tank top-A PF_5b4d1008727f2V31
LF Shirt	Living.Fit Tank top-A PF_5b4d1008727f2V32
LF Shirt	Living.Fit Tank top-A PF_5b4d1008727f2V33
LF Shirt	Living.Fit Tank top-A PF_5b4d1008727f2V34
LF Shirt	Living.Fit Tank top-A PF_5b4d1008727f2V35
LF Shirt	Living.Fit Tank top-A PF_5b4d1008727f2V36
LF Shirt	Living.Fit Tank top-A PF_5b4d1008727f2V37
LF Shirt	Living.Fit Tank top-A PF_5b4d1008727f2V38
LF Shirt	Living.Fit Tank top-A PF_5b4d1008727f2V39
LF Shirt	Living.Fit Tank top-A PF_5b4d1008727f2V40
speed rope	SR-24HR
resistance bands	SRBands-24HR
mini bands	MB-FS-24HR
slam ball	SB-24HR
slam ball	SB-5LB-24HR
slam ball	SB-10LB-24HR
slam ball	SB-15LB-24HR
slam ball	SB-20LB-24HR
slam ball	SB-25LB-24HR
slam ball	SB-30LB-24HR
slam ball	SB-35LB-24HR
slam ball	SB-40LB-24HR
slam ball	SB-45LB-24HR
slam ball	SB-50LB-24HR
slam ball	SB-55LB-24HR
slam ball	SB-60LB-24HR
slam ball	SB-65LB-24HR

slam ball	SB-70LB-24HR
slam ball	SB-75LB-24HR
slam ball	SB-80LB-24HR
slam ball	SB-85LB-24HR
slam ball	SB-90LB-24HR
slam ball	SB-95LB-24HR
slam ball	SB-100LB-24HR
resistance bands	SRBands-24HR
resistance bands	SRBred-24HR
resistance bands	SRBblack-24HR
resistance bands	SRBpurple-24HR
resistance bands	SRBgreen-24HR
resistance bands	SRBblue-24HR
resistance bands	SRBorange-24HR
resistance bands	SRBall-24HR
dumbbell	DB-HX5LB-24HR
dumbbell	DB-HX10LB-24HR
dumbbell	DB-HX15LB-24HR
dumbbell	DB-HX20LB-24HR
dumbbell	DB-HX25LB-24HR
dumbbell	DB-HX30LB-24HR
dumbbell	DB-HX35LB-24HR
dumbbell	DB-HX40LB-24HR
dumbbell	DB-HX45LB-24HR
dumbbell	DB-HX50LB-24HR
dumbbell	DB-HX55LB-24HR
dumbbell	DB-HX60LB-24HR
dumbbell	DB-HX65LB-24HR
dumbbell	DB-HX70LB-24HR
dumbbell	DB-HX75LB-24HR
dumbbell	DB-HX80LB-24HR
dumbbell	DB-HX85LB-24HR
dumbbell	DB-HX90LB-24HR
dumbbell	DB-HX95LB-24HR
dumbbell	DB-HX100LB-24HR
battle rope	BR-15IN-BR-24HR
battle rope	BR-2IN-BR-24HR
battle rope	BR-3IN-BR-24HR
battle rope	BR-15IN-CC-24HR
battle rope	BR-2IN-CC-24HR
battle rope	BR-3IN-CC-24HR
digital workouts/certification	LS-BRA (Old)

digital workouts/certification	LS-BRF (Old)
digital workouts/certification	LS-KBA (Old)
digital workouts/certification	LS-KBF (Old)
dumbbell rack	Dumbbell Rack
digital workout	DP-BS-RB (Old)
digital workout	LF-10PLANS
dumbbell rack	DB-RACK
resistance bands	SRBall*
digital workout	DP-TFL
digital workout	DP-KBFORCE (Old)
digital workout	DP-6SS1
digital workout	DP-BRKBG (Old)
resistance bands	SRBall (Old)
dumbbells	DB-HX110LB
dumbbells	DB-HX120LB
Metal Battle Rope Anchor	BR-MAS
speed rope	SR-24HR
digital workout	LFAM
digital workout	KW-F-A
digital workout	DP-SMAR-A
digital workout	DP-GS-A
digital workout	DP-NFH-A
digital workout	DP-GWAR-A
digital workout	KB-VC2D-A
digital workout	BR-VC2D-A
digital workout	BR-VC4-A
digital workout	DP-6SS-A
digital workout	DP-BFL
digital workout	DP-KO-A
digital workout	DP-KF-A
digital workout	VC-SK-KB-A
digital workout plus battle rope	BR-15IN-BR-SK-A
resistance band	SRBred
resistance band	SRBblack
resistance band	SRBpurple
resistance band	SRBgreen
resistance band	SRBblue
resistance band	SRBorange
anchor for battle rope	BR-N-ANCH
anchor for battle rope	322224406
battle rope	BR-15IN-BR
jump rope	BR-JR

mini bands	MB-FS
loop bands	LB-FS
sliders	SL-C
exercise ball	GB-55CM
digital workout	LFAM
digital workout	KW-F-A
digital workout	DP-SMAR-A
digital workout	DP-GS-A
digital workout	DP-NFH-A
digital workout	DP-GWAR-A
digital workout	KB-VC2D-A
digital workout	BR-VC2D-A
digital workout	BR-VC4-A
digital workout	DP-6SS-A
digital workout	DP-BFL
digital workout	DP-KO-A
digital workout	DP-KF-A
digital workout	VC-SK-KB-A
digital workouts/certification	LS-BRA (Old)
digital workouts/certification	LS-BRF (Old)
digital workouts/certification	LS-KBA (Old)
digital workouts/certification	LS-KBF (Old)
dumbbell rack	Dumbbell Rack
digital workout	DP-BS-RB (Old)
digital workout	LF-10PLANS
dumbbell rack	DB-RACK
resistance bands	SRBall*
digital workout	DP-TFL
digital workout	DP-KBFORCE (Old)
digital workout	DP-6SS1
digital workout	DP-BRKBG (Old)
resistance bands	SRBall (Old)
dumbbells	DB-HX110LB
dumbbells	DB-HX120LB
Metal Battle Rope Anchor	BR-MAS
digital workout	DP-WW
digital workout	DP-BP
digital workout	DP-KK
digital workout	DP-ML
digital workout	KW-F
digital workout	DP-SMAR
digital workout	DP-GS

digital workout	KFA
digital workout	KM-SD
digital workout	DP-NFH
digital workout	DP-GWAR
digital workout	DP-L1
digital workout	DP-KK-T
digital workout	DP-WW-T
digital workout	DP-WW-10
digital workout	DP-BR1
digital workout	WOS
digital workout	DP-6SS
digital workout	DP-4WF
digital workout	DP-BABR
digital workout	DP-6PMP
digital workout	DP-LW
digital workout	DP-BANDS
digital workout	DP-KO
digital workout	KB-VC2D
digital workout	BR-VC2D
digital workout	BR-VC4
digital workout	TF-Loss
digital workout	DGP2-6WSSP
digital workout	DP-KF
Battle Rope	Battle Ropes-BR
Battle Rope	BR-15IN-BR
Battle Rope	BR-3IN-CC
Battle Rope	BR-2IN-CC
Battle Rope	BR-15IN-CC
Battle Rope	BR-3IN-BR
Battle Rope	BR-2IN-BR

Without limiting the foregoing, Living.Fit Products also include all courses, certifications, classes, programs, videos, presentations, informationals, tutorials, digital media, recordings, and services provided by Living.Fit in the field of physical training, exercise, and nutrition.

Notwithstanding any provision hereof to the contrary, Living.Fit Products do not include any “Kettlebell Kings” branded products or any exercise equipment other than the equipment listed in the table above.

2. Living.Fit Intellectual Property

a. Registered Trademarks

Mark	Jurisdiction	Registration Number	Registration Date	Class
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Living.Fit	USA	6367160	6/1/2021	IC 009, 041
LIVING.FIT	USA	6520791	10/12/2021	IC 009, 028 & 041

b. Unregistered Trademarks

BATTLE ROPES EDUCATION
BATTLE ROPES



c. Domain Names

Domain Name	Status	Expiration Date	Auto-renew	Included in Sale
battleropeexercises.com	Active	6/23/2022	On	No
battleropephotos.com	Active	5/17/2023	On	No
battleropes.org	Active	6/23/2022	On	No
battleropeseducation.org	Active	9/12/2021	On	No
expertformcheck.com	Active	3/22/2024	On	No
homelivingfit.com	Active	4/3/2022	On	No
living.fit	Active	6/2/2023	On	No
livingfit.blog	Active	5/10/2022	On	No
livingfit.shop	Active	4/3/2023	On	No
proformcheck.com	Active	3/22/2024	On	No

d. Other Living.Fit IP

All Intellectual Property used in connection with the Living.Fit Business (excluding Intellectual Property Assets) and all associated goodwill, related licenses and sublicenses (in each case, whether granted or obtained), and other rights and remedies against infringements relating to the foregoing (all items referenced in this Section 1.01, subsection 2 of this Disclosure Schedule are collectively referred to as the “**Living.Fit Intellectual Property**”).

3. Living.Fit Contracts.

- All rights of Living.Fit under which it is a party or to which its assets are bound.
- Revenue Sharing Agreement (hereinafter defined) (excluding rights, interests and Liabilities of Seller)

- Co-Branding Agreement dated effective as of October 4, 2021, by and among Seller, Living.Fit, and Athletic Gains (excluding rights, interests and Liabilities of Seller)
- Company Agreement (hereinafter defined) (excluding rights, interests and Liabilities of Seller)
- Contribution Agreement (hereinafter defined) (excluding rights, interests and Liabilities of Seller)
- Employment Agreement by and between IL Ventures and Julia Glanz dated April 2, 2021
- Employment Agreement dated December 12, 2018, by and between IL Ventures and Aaron Guyett, as amended by First Amendment to Employment Agreement dated effective as of July 20, 2020
- Arbitration Agreement by and between IL Ventures and Aaron Guyett dated December 22, 2018
- Asset Purchase Agreement by and between IL Ventures and Battle Ropes Education, LLC dated December 12, 2018
- Bill of Sale and Assignment and Assumption Agreement by and between IL Ventures and Battle Ropes Education, LLC dated December 21, 2018
- Employment Agreement by and between IL Ventures, LLC and Marcus Martinez dated January 8, 2019
- Video Production Agreement by and between IL Ventures, LLC and Brittany Van Schravendijk dated March 1, 2018
- All Fitness Coach Agreement to which Living.Fit or its predecessors or Affiliates are parties
- Personal Property Lease by and between IL Ventures, LLC and Tommy Poore dated March 30, 2021
- All Contracts between Living.Fit or its predecessors or Affiliates and Brice Wood, Marcus Martinez, Tony Reyes, Garret Kolp, and Julia Glanz
- Promissory Note between Living.Fit and Jay Perkins
- All Contracts involving the Living.Fit Intellectual Property
- All rights of Living.Fit under any other Contracts assigned or allocated to Living.Fit pursuant to the Restructure Transaction (hereinafter defined).

4. Other Living.Fit Assets



All rights, title, and interest of Living.Fit in and to the foregoing:

- Accounts receivable of Living.Fit or otherwise relating to the sale of Living.Fit Products
- Tangible personal property owned by Living.Fit or used in the operation of the Living.Fit business
- All Records of Living.Fit or, to the extent relating to Living.Fit or the Living.Fit Business, its predecessors
- All Inventories of Living.Fit Products
- all claims and causes of action of Seller against third parties relating to the Living.Fit Assets, whether choate or inchoate, known or unknown, contingent or noncontingent;
- all insurance benefits, including rights and proceeds, arising from or relating to the Living.Fit Assets, the Living.Fit Business, or any Liabilities of Living.Fit;
- those rights relating to deposits and prepaid expenses and claims for refunds and rights to offset of Living.Fit or, to the extent relating to Living.Fit or the Living.Fit Business, its predecessors

- all of Living.Fit's rights under warranties, indemnities, and all similar rights against third parties to the extent related to the Living.Fit Assets
- all goodwill and the going concern value of the Living.Fit Assets and Living.Fit Business

Section 2.01(b) – Intellectual Property Assets

1. Trademark Registrations

Mark	Jurisdiction	Registration Number	Registration Date	Class
Kettlebell Kings	USA	5457736	5/1/2018	IC 028
Kettlebell Kings	Australia	1986631	1/31/19	
Kettlebell Kings	USA	6516447	10/12/21	IC 009, 025 & 041
	USA	6518253	10/12/21	IC 009, 025, 028 & 041
	USA	6518278	10/12/21	IC 009, 025, 028 & 041

2. Trademark Applications

Mark	Jurisdiction	Status	Application Serial Number	Filing Date
Kettlebell Kings	Canada	Formalized; Awaiting Registration	1943570	01/30/2019

3. Domain Names

Domain Name	Status	Expiration Date
competitionkettlebellreview.com	Active	8/19/2022
kbkings.com	Active	12/19/2022
kettlebellkingstexasopen.com	Active	4/4/2022
kettlebellkingstexasopenchampionship.com	Active	4/4/2022
kettlebellkings.biz	Active	7/11/2022
kettlebellkings.co	Active	7/11/2022
kettlebellkings.co.uk	Active	6/10/2025
KETTLEBELLKINGS.COM	Active	3/9/2024
kettlebellkings.com.au	Active	10/12/2023
kettlebellkings.eu	Active	9/24/2030
kettlebellkings.fr	Active	6/12/2022
kettlebellkings.info	Active	7/12/2022
kettlebellkings.mobi	Active	7/12/2022
kettlebellkings.net	Active	7/12/2022
kettlebellkings.net.au	Active	10/12/2023

kettlebellkings.org	Active	7/12/2022
kettlebellkings.org.au	Active	10/12/2023
kettlebellkings.review	Active	7/12/2022
kettlebellkings.reviews	Active	7/12/2022
kettlebellkings.uk	Active	6/10/2025
kettlebellkings.us	Active	6/10/2025
kettlebellkingsaustralia.com	Active	9/19/2023
kettlebellkingsreviews.com	Active	7/12/2022
kettlebellkingstexasopen.com	Active	4/12/2022
kettlebellkingstexasopenchampionship.com	Active	4/12/2022
kettlebellphotos.com	Active	5/17/2023
kettlebells.blog	Active	5/10/2022
kettlebellworkoutphotos.com	Active	5/17/2023

4. Seller's Amazon Storefront, located at https://www.amazon.com/stores/page/1D4A7D3E-A7B0-45EC-BCE0-9536F1E9B03E/?encoding=UTF8&store_ref=SB_A06335803L1PTRMKICYTY&pd_rd_plhdr=t&aaxitk=a7e1dc9787216ffd53ee147e3c33ae34&hsa_cr_id=7413571120601&lp_query=%22Kettlebell%20Kings%22&lp_slot=auto-sparkle-hsa-tetris&ref=sbx_be_s_sparkle_nafd_cta&pd_rd_w=igU2f&pf_rd_p=488a18be-6d86-4de0-8607-bd4ea4b560f3&pd_rd_wg=9fLkK&pf_rd_r=J474D08ZWPDKYM3441D7&pd_rd_r=b3c4500e-8249-43a9-b04d-fe515c57d688

5. The following social media accounts of Seller

- Instagram: @kettlebellkings
- Facebook: <https://www.facebook.com/kettlebellkings>
- YouTube: <https://www.youtube.com/c/KettlebellKingsAustin>
- Twitter: @KB_Kings
- Pinterest: www.pinterest.com/kettlebellkings
- TikTok: <https://www.tiktok.com/amp/tag/kettlebellkings?lang=en>

Telephone Number:

1. (855) 753-8853

Section 2.01(c) - Specifically Assumed Contracts

1. PEO Agreement (hereinafter defined)
2. All terms and conditions, privacy policies, and programs provided found on Seller's webpage located at <https://www.kettlebellkings.com>, including, but not limited to Seller's Affiliate program located at <https://kettlebellkings.leaddyno.com/>
3. Revenue Sharing Agreement (hereinafter defined), as amended by the First Amendment
4. Contribution Agreement (hereinafter defined), as amended by the First Amendment
5. Co-Branding Agreement dated effective as of October 4, 2021, by and among Seller, Living.Fit, and Athletic Gains (excluding rights, interests and Liabilities of Living.Fit).
6. Affiliate Agreement dated effective as of September 10, 2021 with 24 Hour Fitness USA, LLC

7. Manufacturing Agreement dated effective as of April 4, 2021, by and between IL Ventures, LLC, d/b/a Kettlebell Kings, and Shandong PalWo Fitness Equipment Co., Ltd. and all associated purchase orders.
8. Amended Event and Team Sponsorship Agreement executed October 4, 2018, by and between American Kettlebell Alliance and IL Ventures, LLC, d/b/a Kettlebell Kings.
9. Event Title Sponsorship and Team Sponsorship Agreement dated effective as of February 15, 2017, by and between IL Ventures, LLC, d/b/a Kettlebell Kings, and T John Wild Fitness, LLC, d/b/a Orange Kettlebell Club.
10. Promotional Link Agreement executed as of October 2, 2018, by and between IL Ventures, LLC, d/b/a Kettlebell Kings, and GS Planet.
11. Purchase Orders entered into by Seller in the ordinary course of business which have not been fully performed by Seller as of the Closing Date (an updated list to be provided by Seller at closing).

Section 2.02 – Certain Excluded Assets

Seller does not own any of the animal face kettlebells listed for sale on its website (SKUs: KB-15GWLB; KBLB-L24; ZB-KO; 12KG PAN26; and ZB-BEAR) or any intellectual property rights in those kettlebells (collectively, "**Excluded Kettlebells**"). The Excluded Kettlebells are owned by a Zoo Bells, an unrelated third party, whom Seller has allowed to sell products through Seller's website for a fee. Seller does not believe any Excluded Kettlebells have been sold through Seller's website in the last two years (maybe longer).

Section 2.09 – Purchase Price Allocation

Closing Payment

<u>ASSET</u>	<u>IRS CLASS</u>	<u>AMOUNT</u>
Intangible Property	VI	\$2,225,000
Goodwill & Going Concern Value	VII	\$2,225,000
Assumption of Liabilities		\$0
<u>TOTAL</u>		<u>\$4,500,000</u>

Actual Inventory Value

<u>ASSET</u>	<u>IRS CLASS</u>	<u>AMOUNT</u>
Inventory	IV	100% of Actual Inventory Value
<u>TOTAL</u>		<u>100% of Entire Actual Inventory Value</u>

Earn-Out Payment

<u>ASSET</u>	<u>IRS CLASS</u>	<u>AMOUNT</u>
Intangible Property	VI	50% of Earn-Out Payment
Goodwill & Going Concern Value	VII	50% of Earn-Out Payment
<u>TOTAL</u>		100% of Earn-Out Payment

Section 3.03 – Non-Contravention; Filings and Consents

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Section 3.04 – Financial StatementsStatement of Profit and Loss for 1/1/21 - 7/31/21

	TOTAL
Income	
Digital Sales Income	
KBK Digital	35,172.77
Living.Fit	0.00
Subscription	0.00
Total Digital Sales Income	\$ 35,172.77
Sales of Product Income	0.00
Amazon Income	335,823.31
Global	1,370,739.77
PayPal Sales	686,272.12
Refunds	-19,710.64
Sales	71,799.84
Sales - Express Checkout	915,420.05
Total Sales of Product Income	\$ 3,360,344.45
Sales, VAT, & Use Tax	-209,339.90
Total Income	\$ 3,186,177.32
Cost of Goods Sold	
COGS - Other	
Customs	109,910.91
Solutions	3,605.81
Total COGS - Other	\$ 113,516.72
COGS - Purchases	0.00
Cost of Product Sold	795,265.67
Total COGS - Purchases	\$ 795,265.67
COGS - Shipping & Handling	1,338,426.74
COGS - Technology	2,605.00
Total Cost of Goods Sold	\$ 2,249,814.13
Gross Profit	\$ 936,363.19
Expenses	
Contractors	7,894.48
Research & Development	0.00
Total Contractors	\$ 7,894.48
Facilities & Equipment	343.02
Rent & Lease	-18.00
Verizon	1,513.69
Total Facilities & Equipment	\$ 1,838.71
Office Supplies & Software	11,476.17
Celigo	13,394.29

Oracle	54,235.19
Total Office Supplies & Software	\$ 79,105.65
Other operating expenses	0.00
Bank Charges & Fees	3,550.54
Amazon Transaction Fee	4,469.91
Foreign Wire Fees	5,270.41
PayPal Fees	3,087.17
Total Bank Charges & Fees	\$ 16,378.03
Dues & subscriptions	1,236.80
Avalara Subscription	6,991.74
basecamp	103.95
BBB	330.00
BigCommerce	1,656.32
Gusto	785.11
Lucky Orange	50.00
ManyChat	90.00
Shogun App	-149.00
T-sheets	569.24
Udemy	170.31
Total Dues & subscriptions	\$ 11,834.47
Insurance	10,400.75
Legal & Professional Services	70,753.03
Meals & Entertainment	0.00
Entertainment	0.00
Total Meals & Entertainment	\$ 0.00
PayPal bills	117,260.66
Taxes & Licenses	-5,963.89
Travel	0.00
Total Other operating expenses	\$ 220,663.05
Payroll Expenses	0.00
Guaranteed Payments	44,250.00
Labor	43,181.59
Payroll taxes & benefits	19,525.35
Total Payroll Expenses	\$ 106,956.94
Sales & Marketing	0.00
Advertising & Marketing	80,959.43
Attentive Mobile	17,316.14
Facebook	6,112.97
LinkedIn	547.09
Hubspot	354.45
Total Advertising & Marketing	\$ 105,290.08
Amazon	520.86
CommerceHub	576.71
Google Ads	5,764.53
Leaddy	1,145.00
Sales Partner Commission	18,287.41

Solvoguru	970.85
Total Sales & Marketing	\$ 132,555.44
Web Design & Hosting	22,742.92
Total Expenses	\$ 571,757.18
Net Operating Income	\$ 364,606.01
Other Income	
Interest Earned	0.50
Other Income	0.00
Total Other Income	\$ 0.50
Other Expenses	
Interest Expense	28,306.50
Interest Paid	0.00
IP Amortization Expense	0.00
Total Other Expenses	\$ 28,306.50
Net Other Income	-\$ 28,306.00
Net Income	\$ 336,300.01

Balance Sheet as of 7/31/21

	<u>Total</u>
ASSETS	
Current Assets	
Bank Accounts	
Cash	0.00
Chase Checking #5258	21,598.68
Chase Checking #8111	4,772.11
Chase Checking #8129	7,319.39
Chase Checking #9173	1,926.01
Paypal	3,448.40
RBFCU Checking - X8983 (8983)	4,230.45
RBFCU Savings - X8983 (4152)	0.54
Stripe	0.00
Total Bank Accounts	\$ 43,295.58
Accounts Receivable	
Accounts Receivable (A/R)	173,379.98
Total Accounts Receivable	\$ 173,379.98
Other Current Assets	
Inventory Asset	382,677.90
Inventory Asset - AU	79,464.39
Inventory Asset - EU	60,797.44
Inventory In-transit	115,667.42
Loan to Partner	831.00
Prepaid Expenses	3,995.32
Uncategorized Asset	0.00
Total Other Current Assets	\$ 643,433.47
Total Current Assets	\$ 860,109.03

Fixed Assets	
Accumulated Depreciation	-20,654.56
Furniture & Fixtures	20,654.56
Total Fixed Assets	\$ 0.00
TOTAL ASSETS	\$ 860,109.03
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable (A/P)	180,496.07
Total Accounts Payable	\$ 180,496.07
Credit Cards	
AmEX	9,844.25
Capital One Spark	0.00
Total Credit Cards	\$ 9,844.25
Other Current Liabilities	
Accrued Expenses	
Accrued Payroll	0.00
Accrued Expense	33,418.48
Interest payable to Jay Perkins	0.00
Total Accrued Expenses	\$ 33,418.48
AMEX Merchant Loan	0.00
Battle Ropes	0.00
Clearbanc Line of Credit	0.00
Deferred Revenue - Short-term	14,561.03
Distribution Payable	71,100.00
Guaranteed Payment Liability	0.00
Jay APIC Liability	0.00
Kabbage Loan	0.00
PayPal working capital loan	7,641.84
Sales & Use Tax Payable	137,351.69
Total Other Current Liabilities	\$ 264,073.04
Total Current Liabilities	\$ 454,413.36
Long-Term Liabilities	
EIDL Loan	257,033.18
Jay Loan to KBK	142,104.60
Total Long-Term Liabilities	\$ 399,137.78
Total Liabilities	\$ 853,551.14
Equity	
APIC - Suspense	0.00
Bubba's Distributions	0.00
Chad Distributions	0.00
Jay APIC	0.00
Jay Draw	0.00
Jay's Distributions	0.00
Opening Balance Equity	0.00

Owner's Investment	0.00
Bubba's Capital	3,097.29
Chad's Capital	1,291.30
Jay's Capital	2,169.30
Total Owner's Investment	\$ 6,557.89
Owner's Pay & Personal Expenses	0.00
Retained Earnings	
Net Income	
Total Equity	\$ 6,557.89
TOTAL LIABILITIES AND EQUITY	\$ 860,109.03

Section 3.05 – Certain Changes

Prior to September 15, 2021, IL Ventures, LLC, a Texas limited liability company, directly owned and operated two business lines: (1) the Kettlebell Kings business and (2) the Living.Fit Business. Pursuant to that certain Certificate of Amendment of IL Ventures, LLC filed with the Texas Secretary of State on September 15, 2021 (the "**Certificate of Amendment**"), that certain Amended and Restated Company Agreement of IL Ventures dated effective as of September 15, 2021 (together with all Series Addendums and other schedules and exhibits attached thereto, the "**Company Agreement**"), and that certain Contribution Agreement dated effective as September 15, 2021, by and among IL Ventures, Seller, and Living.Fit (the "**Contribution Agreement**" and, together with the Certificate of Amendment and the Company Agreement, collectively, the "**Restructure Documents**"), effective as of September 15, 2021, IL Ventures, LLC was converted to a Texas series limited liability company (defined in the Agreement as IL Ventures), and IL Ventures established two separate series under Texas law (collectively, the "**Restructure Transaction**"). These two series are Seller and Living.Fit. Pursuant to the Restructure Transaction, and as further described in the Restructure Documents, substantially all existing business, assets, debts, liabilities, and obligations of IL Ventures associated with the Kettlebell Kings business was transferred and assigned to, and assumed by, Seller; substantially all existing business, assets, debts, liabilities, and obligations of IL Ventures associated with the Living.Fit Business was transferred and assigned to, and assumed by, Living.Fit. To the extent any asset, debt, liability, or obligation could not be assigned to one said series, such asset, debt, liability, or obligation was retained by IL Ventures and is allocated to the applicable series as set forth in the Company Agreement.

In connection with the Restructure Transaction, IL Ventures, Seller, and Living.Fit entered into that certain Marketing and Revenue Sharing Agreement dated effective as of September 15, 2021 (the "**Revenue Sharing Agreement**"), which permits Seller and Living.Fit to cross-market the other party's products and provides for the sharing of certain revenue earned by such parties.

In addition, on or about October 14, 2021, pursuant to the Wayfler Agreement, IL Ventures sold its rights to certain future accounts receivables and related rights of Seller and/or IL Ventures to finance the purchase of additional Inventory. Such transaction was entered into at the request of Buyer to increase the Inventory available at Closing and help ensure a seamless transition of the Business from Seller to Buyer. Under this transaction, IL Ventures and/or Seller received \$400,000 from Wayfler Financial LLC and is obligated to pay Wayfler Financial LLC \$424,000 (sum of \$400,000 purchase price plus \$24,000 transaction fee) from future receivables and related rights on the terms set forth in the Wayfler Agreement. For the avoidance of doubt, the Actual Inventory Value amount to be paid by Buyer to Seller under the Agreement includes the value of the Inventory purchased by Seller with the proceeds received under the Wayfler Agreement plus reimbursement of the \$24,000 transaction fee incurred under the Wayfler Agreement.

Section 3.06 – Intellectual Property.**1. Trademark Registrations**

Mark	Jurisdiction	Registration Number	Registration Date
Kettlebell Kings	USA	5457736	5/1/2018
Kettlebell Kings	Australia	1986631	1/31/19
	USA	6518253	10/12/21
	USA	6518278	10/12/21
Kettlebell Kings	USA	6516447	10/12/21

2. Trademark Applications

Mark	Jurisdiction	Status	Application Serial Number	Filing Date
Kettlebell Kings	Canada	Formalized; Awaiting Registration	1943570	01/30/2019

3. Domain Names

Domain Name	Status	Expiration Date
competitionkettlebellreview.com	Active	8/19/2022
kbkings.com	Active	12/19/2022
kettlebellkingstexasopen.com	Active	4/4/2022
kettlebellkingstexasopenchampionship.com	Active	4/4/2022
kettlebellkings.biz	Active	7/11/2022
kettlebellkings.co	Active	7/11/2022
kettlebellkings.co.uk	Active	6/10/2025
KETTLEBELLKINGS.COM	Active	3/9/2024
kettlebellkings.com.au	Active	10/12/2023
kettlebellkings.eu	Active	9/24/2030
kettlebellkings.fr	Active	6/12/2022
kettlebellkings.info	Active	7/12/2022
kettlebellkings.mobi	Active	7/12/2022
kettlebellkings.net	Active	7/12/2022
kettlebellkings.net.au	Active	10/12/2023
kettlebellkings.org	Active	7/12/2022
kettlebellkings.org.au	Active	10/12/2023
kettlebellkings.review	Active	7/12/2022

kettlebellkings.reviews	Active	7/12/2022
kettlebellkings.uk	Active	6/10/2025
kettlebellkings.us	Active	6/10/2025
kettlebellkingsaustralia.com	Active	9/19/2023
kettlebellkingsreviews.com	Active	7/12/2022
kettlebellkingstexasopen.com	Active	4/12/2022
kettlebellkingstexasopenchampionship.com	Active	4/12/2022
kettlebellphotos.com	Active	5/17/2023
kettlebells.blog	Active	5/10/2022
kettlebellworkoutphotos.com	Active	5/17/2023

4. Claims and proceedings relating to potential infringement.

Despite Seller's opposition, the China National Intellectual Property Administration (CNIPA) approved a third party's registration of the "Kettlebellkings" trademark (mark number 29526806) in China under class 28. Seller was informed on July 10, 2020 that the CNIPA had approved registration of said mark. Seller's local counsel in China has informed Seller that Seller has filed a request to invalidate said registration within the allowed timeframe and is pending resolution.

Section 3.07 – Employees and Contractors

Employees:

- Jeffrey Dannewitz
- Dylan Echols
- Garret Kolp
- Chase Riley

Contractors:

- Anubhav Chowdry
- Harley Luplow
- Steven Almeida
- Cart Consultants
- Gao Feng

Chad Price, Jay Perkins, and Nehemiah Heard also provide services to Seller in their capacities as managers of Seller. Because these individuals are also members of Seller (and treated as partners of Seller for federal income tax purposes), they cannot be characterized as employees of Seller.

In the past certain service providers of Living.Fit (or its predecessor) have provided services to Seller. Primarily these services have included training/exercise instruction services. As of the date of this Agreement, any such services are generally provided pursuant to the Revenue Sharing Agreement.

Benefit Plans

Pursuant to that certain Client Services Agreement executed August 2, 2021, by and between Amplify HR Management and Kettlebell Kings LLC (the "**PEO Agreement**"), Amplify HR Management provides certain professional employer services as a limited purpose administrative employer. Under the PEO Agreement,

Amplify HR Management provides access to certain employee benefit plans, as specified in the PEO Agreement.

Section 3.08 – Litigation, Claims, and Orders against Seller

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Section 3.09 – Tax Matters

Tax allocations, sharing, and indemnity agreements and similar agreements

The Company Agreement (as defined above) contains various provisions with respect to the allocation of Tax items among the members of Seller, as well as among Seller, IL Ventures, and Living.Fit and provides for indemnification among such parties with respect to Tax items.

Affiliated Group Disclosure.

Neither Seller nor any of its Affiliates are corporations for federal income tax purposes, and therefore, is not a member of an affiliate group within the meaning of Section 1504(a) of the Code.

Pursuant to an extension previously filed by IL Ventures, the Texas franchise tax return applicable to the Business for 2020 is due on November 15, 2021.

Section 3.12 – Material Contracts

1. Loan agreement, security agreement, promissory note, and other documents associated with the SBA Loan.
2. Company Agreement (as defined above).
3. Contribution Agreement (as defined above).
4. Specifically Assumed Contracts (see Section 2.01 of this Disclosure Schedule) to the extent they constitute “Material Contracts” within the meaning of this Agreement.
5. Perkins Note
6. Wayflyer Agreement
7. Contracts disclosed elsewhere in this Disclosure Schedule that constitute “Material Contracts” within the meaning of the Agreement.

Section 3.14 – Insurance Policies

- Commercial General liability insurance #CSU0150922
- CSU - Commercial Umbrella insurance #CSU0150922
- CSU - Commercial General Liability insurance #CSU0150922
- CSU - Inland marine insurance #CSU0165983
- Travelers Casualty & Surety Co. of America - Crime Insurance #0107420230LB

Section 3.15 – Suppliers

Supplier	Email Address	Order Value (7/1/20 – 6/30/21)	Primary Category of Products
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Rizhao Hengya International Trade Co., Ltd	fred@chinakettlebells.com	\$1,247,015.18	powder coat kettlebells, adjustable kettlebells
Rizhao Bullking Sports Technology Co., Ltd; Rizhao Tongyuan Xianglian Casting Co., Ltd; Shandong Tongyuan Machinery Manufacturing Co., Ltd	green@rizhaotongyuan.com	\$589,406.08	powder coat kettlebells, adjustable kettlebells
Rusken Packaging	Rshook@rusken.com	De minimis	boxing
Wasatch Containers	joey.bennett@wasatchcontainer.com	De minimis	boxing
Expeditors	Logan.Cates@expeditors.com	De minimis	freight movement
Nippon Express	Madhu.Pandey@nipponexpress.com	De minimis	freight movement

Section 3.17 – Product Warranty, Recalls and Product Liability Disclosures

8. Aggregate cost to Business of performing product warranty obligations for all of the previous six (6) fiscal years and the current fiscal year through June 30, 2021: A few isolated product returns during said 6+ year period – less than \$1,000 in the aggregate.
9. Contractual warranty obligations that are still in force for products of the Business and where Seller has, after the issuance of such warranty: (i) postponed the commencement of the warranty period; (ii) extended the duration of the warranty period; or (iii) changed the terms of the warranty, including without limitation the available remedies. All express warranties are published on Seller's homepage located at <https://www.kettlebellkings.com/>. There have been no changes to any terms of the warranties.

Section 3.19 – Inventory Disclosures.

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Section 3.22 – Related Party Transactions

- Company Agreement
- Perkins Note
- Contribution Agreement
- Revenue Sharing Agreement
- Promissory Note by Living.Fit to Mr. Perkins dated September 15, 2021 in the original principal amount of \$142,104.60.
- Loan agreement, guaranties, and other documents associated with the SBA Loan.
- Co-Branding Agreement dated effective as of October 4, 2021, by and among Seller, Living.Fit, and Athletic Gains.

Section 3.23 – PPP Loan

On or about April 15, 2020, IL Ventures obtained a Paycheck Protection Program Loan pursuant to the CARES Act from Santa Cruz County Bank in the principal amount of \$46,785 through (Loan No. 900501610). IL Ventures was notified by letter dated May 27, 2021 that this loan had been forgiven in full.

APPENDIX 2

Exhibit 1

ACTUAL INVENTORY VALUE CALCULATION

[attached on separate sheets]

Exhibit 2

EARN OUT PAYMENT CALCULATION

[attached on separate sheets]

EXHIBIT 1 TO APPENDIX 2

IL VENTURES, LLC – KETTLEBEL KING'S SERIES

Exhibit 1 - Inventory Calculations

The prices detailed below will be used as the basis for calculating the Actual Inventory Value at closing.

Inventory will include (i) units stored at own warehouse; (ii) units stored at IBA; (iii) units in transit currently being shipped to the own warehouse; (iv) units stored by the supplier; and (v) units currently under production by the supplier.

The number of units per SKU held in inventory used for calculating the Actual Inventory Value will need to be verified through appropriate documentation from the relevant third parties holding such SKUs.

Per unit price for each SKU on hand will be valued by the prices detailed below. Example: 2 The Kettlebell Rack (\$95.00) x Number of Units on Hand (10) = \$950.00 Total Price

Units held at the warehouse and IBA will be valued at the price/unit including shipping, Packaging and Customs Duty (assuming that have been paid for in full).

Units held by the supplier will be valued at the price/unit excluding shipping and customs duty.

For units currently under production by the supplier, only the consideration that has already been paid for for those units will count towards the inventory (e.g. if only 50% of the purchase order has been paid, then only 50% of the inventory price will be counted towards those SKUs' prices).

The parties agree and acknowledge that the foregoing inventory calculation represents the collaborative effort of Buyer and Seller to determine an agreed upon method of the most accurate manner of calculating inventory.

Product	Kettlebell Set Heavy 56 - 68 - 80 - 92 KG Powder Coated Kettlebells (296kg)		Powder Coated Kettlebell		Powder Coated Kettlebells Complete Set (3		Competition Kettlebell Set Two Sets of 16 Competition Kettlebell Set - Contains 32		Competition Kettlebells Set - Full Set Cont	
SKU	HPC		KB-PC-2-05		KB-PC-06		KB-C52-(10,14,18,22,26,30KG)		KB-C52-(8,12,16,20,24,28,32KG)	KB-C52KG-INT
Item Code										
Product	\$	489.12	\$	936.39	\$	467.46	\$	408.00	\$	0.95
Total price/unit	\$	435.12	\$	936.39	\$	467.46	\$	408.95	\$	444.65
Ocean Freight (US)	\$	130.60	\$	260.40	\$	140.20	\$	105.81	\$	115.07
Customs (US)	\$	53.43	\$	114.71	\$	57.35	\$	48.00	\$	52.20
Total price/unit including shipping and customs (US)	\$	619.15	\$	1,311.50	\$	665.01	\$	562.76	\$	611.92
Ocean Freight (AUS)	\$	151.48	\$	325.24	\$	162.62	\$	122.73	\$	133.47
Customs (AUS)	\$	58.47	\$	125.54	\$	62.77	\$	48.00	\$	52.20
Total price/unit including shipping and customs (AUS)	\$	645.08	\$	1,387.17	\$	692.85	\$	579.88	\$	630.32
Ocean Freight (EU)	\$	100.92	\$	216.67	\$	108.34	\$	81.76	\$	88.92
Customs (EU)	\$	80.14	\$	172.06	\$	86.03	\$	64.80	\$	70.47
Total price/unit including shipping and customs (EU)	\$	616.18	\$	1,325.13	\$	661.83	\$	555.51	\$	604.04

EXHIBIT 1 TO APPENDIX 2

IL VENTURES, LLC – KETTLEBEL KINGSS SERIES

Exhibit 1 - Inventory Calculations

The prices detailed below will be used as the basis for calculation
Inventory will include (i) units stored at own warehouse (ii) un
The number of units per SKU held in inventory used for calculation
Per unit price for each SKU on hand will be valued by the prices
Units held at the warehouse and IBA will be valued at the price
Units held by the supplier will be valued at the price per unit added
For units currently under production by the supplier, only the cost
The parties agree and acknowledge that the foregoing inventory

Product	Competition Kettlebell Set One each of 10		Competition Kettlebells Full Set - Contains Or		Kettlebell Set - Competition Kettlebell - F		Kettlebell Set - Powder Coat Kettlebells - Two		Kettlebell Set - Competition Kettlebells - 12		Kettlebell Set - Competition Kettlebells - 16	
SKU	KB-C10,14,18,22,26,30KG		KB-C18,12,16,20,24,28,32KG		KB-M20,25,30,35,40,45,50,55,60LB		KB-2-PC12KG16KG20KG		KB-C512KG16KG20KG		KB-CM6KG20KG24KG	
Item cost	\$	0.95	\$	0.95	\$	0.95		\$		0.95	\$	0.95
Product	\$	304.00	\$	236.00	\$	234.00		117.12	\$	61.60	\$	102.00
Total price/unit	\$	204.95	\$	236.95	\$	234.95		117.12	\$	82.55	\$	102.95
Ocean Freight (US)	\$	52.80	\$	61.60	\$	72.16		42.24	\$	21.12	\$	26.40
Customs (US)	\$	21.60	\$	25.20	\$	29.52		17.28	\$	8.64	\$	10.80
Total price/unit including shipping and customs (US)	\$	279.35	\$	323.75	\$	336.63		176.64	\$	112.31	\$	140.15
Ocean Freight (AUS)	\$	61.24	\$	71.45	\$	83.70		48.99	\$	24.50	\$	30.62
Customs (AUS)	\$	23.64	\$	27.58	\$	32.31		18.91	\$	9.46	\$	11.82
Total price/unit including shipping and customs (AUS)	\$	289.83	\$	337.98	\$	350.94		185.03	\$	116.50	\$	145.39
Ocean Freight (EU)	\$	40.80	\$	47.60	\$	55.76		32.64	\$	16.32	\$	20.40
Customs (EU)	\$	32.40	\$	37.80	\$	44.28		25.92	\$	12.96	\$	16.20
Total price/unit including shipping and customs (EU)	\$	278.15	\$	324.35	\$	334.59		175.58	\$	111.53	\$	139.55

Product	Kettlebell Set - Competition Kettlebells			Kettlebell Set - Competition Kettlebells-24			Kettlebell Set - Compe Kettlebell Set - Compe			Powder Coz Kettlebell Parid Kettlebell Set [One Pch of 8, 12,			Kettlebell Set - Powder		
SKU	KB-C516KG24KG32KG			KB-C524KG32KG48KG			KB-C38KG12KG			KB-C38KG12KG16KG			KB-PC1(8,12,16,20,24,32KG)		
Ram case	\$	0.95	\$				0.95	\$	0.95	\$	0.95				
Product	\$	122.40	\$			176.80	\$	32.90	\$	61.20	\$		170.80	\$	58.16
Total price/unit	\$	123.35	\$			177.75	\$	33.85	\$	61.20	\$		170.80	\$	58.16
Ocean Right (US)	\$	31.68	\$			45.76	\$	8.80	\$	15.84	\$		61.60	\$	21.12
Customs (US)	\$	12.96	\$			18.72	\$	3.60	\$	6.48	\$		25.20	\$	8.64
Total price/unit including shipping and customs (US)	\$	167.99	\$			242.23	\$	46.25	\$	83.52	\$		257.60	\$	87.92
Ocean Right (AUS)	\$	36.75	\$			53.08	\$	10.21	\$	18.37	\$		71.45	\$	24.50
Customs (AUS)	\$	14.18	\$			20.49	\$	3.94	\$	7.09	\$		27.58	\$	9.46
Total price/unit including shipping and customs (AUS)	\$	174.28	\$			251.32	\$	48.00	\$	86.66	\$		269.83	\$	92.11
Ocean Right (EU)	\$	24.48	\$			35.36	\$	6.80	\$	12.24	\$		47.60	\$	16.32
Customs (EU)	\$	19.44	\$			28.08	\$	5.40	\$	9.72	\$		37.80	\$	12.96
Total price/unit including shipping and customs (EU)	\$	167.27	\$			241.19	\$	46.05	\$	83.16	\$		256.20	\$	87.44

EXHIBIT 1 TO APPENDIX 2

IL VENTURES, LLC – KETTLEBEL KING SERIES

Exhibit 1 - Inventory Calculations

The prices detailed below will be used as the basis for calculation. Inventory will include (i) units stored at own warehouse, (ii) units held in inventory used for calculation. Per unit price for each SKU on hand will be valued by the prices. Units held at the warehouse and IBA will be valued at the price. Units held by the supplier will be valued at the price per unit. For units currently under production by the supplier, only the cost. The parties agree and acknowledge that the foregoing inventory

Product	10 to 40 LB Adjustable Kettle		12-32KG Ceramite Adjustable		12-32KG Ceramite Adjustable		10 to 40 LB Adjustable Kettle		Competition Kettlebell - Rine		Competition Kettlebell - Rine		Competition Kettlebell - Rine		Competition Kettlebell - Rine		Competition Kettlebell - Rine	
SKU	1040BAJ		Cer-BADST		SKU-A30HC239		G-ADJ-KB		KB-3020LB		KB-3025LB		KB-3030LB		KB-3035LB		KB-3040LB	
Item cost									\$		0.95	\$	0.95	\$	0.95	\$	0.95	\$
Product	\$	45.00	\$	134.67	\$	134.67	\$	45.00	\$	13.00	\$	16.25	\$	19.50	\$	22.75	\$	26.00
Total price/unit	\$	45.00	\$	134.67	\$	134.67	\$	45.00	\$	13.95	\$	17.20	\$	20.45	\$	23.70	\$	26.95
Ocean Freight (US)	\$	7.92	\$	14.08	\$	14.08	\$	7.92	\$	4.00	\$	5.00	\$	6.00	\$	7.00	\$	8.00
Customs (US)	\$	3.24	\$	5.76	\$	5.76	\$	-	\$	1.64	\$	2.05	\$	2.45	\$	2.86	\$	3.27
Total price/unit including shipping and customs (US)	\$	56.16	\$	154.51	\$	154.51	\$	52.92	\$	19.59	\$	24.25	\$	28.90	\$	33.56	\$	38.23
Ocean Freight (AUS)	\$	9.19	\$	16.33	\$	16.33	\$	9.19	\$	4.64	\$	5.80	\$	6.96	\$	8.12	\$	9.28
Customs (AUS)	\$	3.60	\$	6.30	\$	6.30	\$	3.60	\$	1.79	\$	2.24	\$	2.69	\$	3.13	\$	3.58
Total price/unit including shipping and customs (AUS)	\$	67.79	\$	157.31	\$	157.31	\$	67.79	\$	20.38	\$	25.24	\$	30.10	\$	34.95	\$	39.81
Ocean Freight (EU)	\$	6.12	\$	10.88	\$	10.88	\$	6.12	\$	3.09	\$	3.86	\$	4.64	\$	5.41	\$	6.18
Customs (EU)	\$	4.86	\$	8.64	\$	8.64	\$	4.86	\$	2.45	\$	3.07	\$	3.68	\$	4.30	\$	4.91
Total price/unit including shipping and customs (EU)	\$	55.58	\$	154.19	\$	154.19	\$	55.58	\$	19.50	\$	24.13	\$	28.77	\$	33.40	\$	38.04

EXHIBIT 1 TO APPENDIX 2

IL VENTURES, LLC – KETTLEBEL KING SERIES

Exhibit 1 – Inventory Calculations

The prices detailed below will be used as the basis for calculation. Inventory will include (i) units stored at own warehouse, (ii) units held in inventory used for calculation. Per unit price for each SKU on hand will be valued by the prices. Units held at the warehouse and IBA will be valued at the price. Units held by the supplier will be valued at the price per unit. For units currently under production by the supplier, only the cost. The parties agree and acknowledge that the foregoing inventory

Product	Competition Kettlebell - Rmx		Competition Kettlebell - Rmx		Competition Kettlebell - Rmx		Competition Kettlebell - R		Competition Kettlebell - R		Competition Kettlebell - R		Competition Kettlebell - R		Competition Kettlebell - R	
	KB-365 LB		KB-360 LB		KB-365 LB		KB-360 LB		KB-365 LB		KB-360 LB		KB-365 LB		KB-360 LB	
Item cost	\$	0.95	\$	0.95	\$	0.95	\$	0.95	\$	0.95	\$	0.95	\$	0.95	\$	0.95
Product	\$	29.25	\$	32.50	\$	35.75	\$	39.00	\$	42.25	\$	45.50	\$	48.75	\$	52.00
Total price/unit	\$	30.20	\$	33.45	\$	36.70	\$	39.95	\$	43.20	\$	46.45	\$	49.70	\$	52.95
Ocean Freight (US)	\$	9.00	\$	10.00	\$	11.00	\$	12.00	\$	13.00	\$	14.00	\$	15.00	\$	16.00
Customs (US)	\$	3.68	\$	4.09	\$	4.50	\$	4.91	\$	5.32	\$	5.73	\$	6.14	\$	6.55
Total price/unit including shipping and customs (US)	\$	42.88	\$	47.54	\$	52.20	\$	56.86	\$	61.52	\$	66.18	\$	70.84	\$	75.50
Ocean Freight (AUS)	\$	10.44	\$	11.60	\$	12.76	\$	13.92	\$	15.08	\$	16.24	\$	17.40	\$	18.56
Customs (AUS)	\$	4.03	\$	4.49	\$	4.95	\$	5.37	\$	5.82	\$	6.27	\$	6.72	\$	7.16
Total price/unit including shipping and customs (AUS)	\$	44.67	\$	49.53	\$	54.38	\$	59.24	\$	64.10	\$	68.96	\$	73.81	\$	78.67
Ocean Freight (EU)	\$	6.95	\$	7.73	\$	8.50	\$	9.27	\$	10.05	\$	10.82	\$	11.59	\$	12.36
Customs (EU)	\$	5.52	\$	6.14	\$	6.75	\$	7.36	\$	7.98	\$	8.59	\$	9.20	\$	9.82
Total price/unit including shipping and customs (EU)	\$	42.68	\$	47.31	\$	51.95	\$	56.59	\$	61.22	\$	65.86	\$	70.50	\$	75.13

EXHIBIT 1 TO APPENDIX 2

IL VENTURES, LLC – KETTLEBEL KINGSS SERIES

Exhibit 1 - Inventory Calculations

The prices detailed below will be used as the basis for calculation.
Inventory will include (i) units stored at own warehouse (ii) un
The number of units per SKU held in inventory used for calculation.
Per unit price for each SKU on hand will be valued by the prices.
Units held at the warehouse and IBA will be valued at the price.
Units held by the supplier will be valued at the price per unit added.
For units currently under production by the supplier, only the c
The parties agree and acknowledge that the foregoing inventory

Product	Competition Kettlebell - 8 KG		Competition Kettlebell - 10 KG		Competition Kettlebell - 12 KG		Competition Kettlebell - 14 KG		Competition Kettlebell - 16 KG		Competition Kettlebell - 18 KG		Competition Kettlebell - 20 KG	
SKU	KB-08081B		KB-08081B		KB-08081B		KB-C080KG		KB-C080KG		KB-C080KG		KB-C080KG	
Item name	\$	0.95	\$	0.95	\$	0.95	\$	0.95	\$	0.95	\$	0.95	\$	0.95
Product	\$	59.50	\$	61.75	\$	65.00	\$	13.60	\$	17.00	\$	20.40	\$	23.80
Total price/unit	\$	59.45	\$	62.70	\$	65.95	\$	14.55	\$	17.95	\$	21.35	\$	24.75
Ocean Freight (US)	\$	18.00	\$	19.00	\$	20.00	\$	3.52	\$	4.40	\$	5.28	\$	6.16
Customs (US)	\$	7.36	\$	7.77	\$	8.18	\$	1.44	\$	1.80	\$	2.16	\$	2.52
Total price/unit including shipping and customs (US)	\$	84.81	\$	89.47	\$	94.13	\$	19.51	\$	24.15	\$	28.79	\$	33.43
Ocean Freight (AUS)	\$	20.88	\$	22.04	\$	23.20	\$	4.08	\$	5.10	\$	6.12	\$	7.15
Customs (AUS)	\$	8.96	\$	9.51	\$	10.06	\$	1.92	\$	2.40	\$	2.88	\$	3.36
Total price/unit including shipping and customs (AUS)	\$	114.65	\$	121.02	\$	127.39	\$	25.51	\$	31.65	\$	37.79	\$	44.15
Ocean Freight (EU)	\$	13.91	\$	14.68	\$	15.45	\$	2.72	\$	3.40	\$	4.08	\$	4.76
Customs (EU)	\$	11.05	\$	11.66	\$	12.27	\$	2.16	\$	2.70	\$	3.24	\$	3.78
Total price/unit including shipping and customs (EU)	\$	144.60	\$	157.36	\$	169.11	\$	30.39	\$	37.55	\$	44.71	\$	52.69

EXHIBIT 1 TO APPENDIX 2

IL VENTURES, LLC – KETTERBEL KINGS SERIES

Exhibit 1 - Inventory Calculations

The prices detailed below will be used as the basis for calculation.
Inventory will include (i) units stored at own warehouse (ii) units
The number of units per SKU held in inventory used for calculation.
Per unit price for each SKU on hand will be valued by the prices.
Units held at the warehouse and IBA will be valued at the price.
Units held by the supplier will be valued at the price per unit added.
For units currently under production by the supplier, only the cost.
The parties agree and acknowledge that the foregoing inventory

Product	20 KG 44 LB Competition		22 KG 48.5 LB Competition		24 KG 53 LB Competition		26 KG 57 LB Competition		28 KG 62 LB Competition		30 KG 66 LB Competition		32 KG 70 LB Competition		34 KG 75 LB Competition		36 KG 80 LB Competition	
SKU	KB-CS00KG		KB-CS02KG		KB-CS04KG		KB-CS06KG		KB-CS08KG		KB-CS00KG		KB-CS02KG		KB-CS04KG		KB-CS06KG	
Item cost	\$	0.95	\$	0.95	\$	0.95	\$	0.95	\$	0.95	\$	0.95	\$	0.95	\$	0.95	\$	0.95
Product	\$	84.00	\$	87.40	\$	90.80	\$	94.20	\$	97.60	\$	101.00	\$	104.40	\$	107.80	\$	111.20
Total price/unit	\$	34.95	\$	38.35	\$	41.75	\$	45.15	\$	48.55	\$	51.95	\$	55.35	\$	58.75	\$	62.15
Ocean Freight (US)	\$	8.80	\$	9.68	\$	10.56	\$	11.44	\$	12.32	\$	13.20	\$	14.08	\$	14.96	\$	15.84
Customs (US)	\$	3.60	\$	3.96	\$	4.32	\$	4.68	\$	5.04	\$	5.40	\$	5.76	\$	6.12	\$	6.48
Total price/unit including shipping and customs (US)	\$	47.35	\$	51.99	\$	56.63	\$	61.27	\$	65.91	\$	70.55	\$	75.19	\$	79.83	\$	84.47
Ocean Freight (AUS)	\$	10.21	\$	11.23	\$	12.25	\$	13.27	\$	14.29	\$	15.31	\$	16.33	\$	17.35	\$	18.37
Customs (AUS)	\$	3.94	\$	4.33	\$	4.73	\$	5.12	\$	5.52	\$	5.91	\$	6.30	\$	6.69	\$	7.09
Total price/unit including shipping and customs (AUS)	\$	49.10	\$	53.91	\$	58.73	\$	63.54	\$	68.36	\$	73.17	\$	77.99	\$	82.81	\$	87.63
Ocean Freight (EU)	\$	6.80	\$	7.48	\$	8.16	\$	8.84	\$	9.52	\$	10.20	\$	10.88	\$	11.56	\$	12.24
Customs (EU)	\$	5.40	\$	5.94	\$	6.48	\$	7.02	\$	7.56	\$	8.10	\$	8.64	\$	9.18	\$	9.72
Total price/unit including shipping and customs (EU)	\$	47.15	\$	51.79	\$	56.59	\$	61.01	\$	65.63	\$	70.25	\$	74.87	\$	79.51	\$	84.13

EXHIBIT 1 TO APPENDIX 2

IL VENTURES, LLC – KETTLEBEL KING® SERIES

Exhibit 1 - Inventory Calculations

The prices detailed below will be used as the basis for calculation. Inventory will include (i) units stored at own warehouse (ii) on the number of units per SKU held in inventory used for calculation. Per unit price for each SKU on hand will be valued by the prices. Units held at the warehouse and IBA will be valued at the price. Units held by the supplier will be valued at the price per unit added. For units currently under production by the supplier, only the cost. The parties agree and acknowledge that the foregoing inventory

Product	40 KG (88 LB) Competition Kettle	44 KG (97 LB) Competition Kettle	Competition Kettlebell - 33mm	Competition Kettlebell - 33mm	Competition Kettlebell - 33mm	Competition Kettlebell - 33mm	Competition Kettlebell - 33mm	Competition Kettlebell - 33mm	Competition Kettlebell - 33mm	Competition Kettlebell - 33mm
SKU	KB-CM0KG	KB-CM4KG	KB-33CB0KG	KB-33CB0KG	KB-33CB2KG	KB-33CB4KG	KB-33CB6KG	KB-33CB8KG	KB-33CB8KG	KB-33CB8KG
Item cost	\$ 0.95	\$ 0.95	\$ 0.95	\$ 0.95	\$ 0.95	\$ 0.95	\$ 0.95	\$ 0.95	\$ 0.95	\$ 0.95
Product	\$ 109.00	\$ 132.00	\$ 45.00	\$ 15.00	\$ 18.00	\$ 21.00	\$ 24.00	\$ 27.00	\$ 27.00	\$ 27.00
Total price/unit	\$ 109.95	\$ 132.95	\$ 45.95	\$ 15.95	\$ 18.95	\$ 21.95	\$ 24.95	\$ 27.95	\$ 27.95	\$ 27.95
Ocean Freight (US)	\$ 17.60	\$ 19.36	\$ 13.20	\$ 4.40	\$ 5.28	\$ 6.16	\$ 7.04	\$ 7.92	\$ 7.92	\$ 7.92
Customs (US)	\$ 7.20	\$ 7.92	\$ 5.40	\$ 1.80	\$ 2.16	\$ 2.52	\$ 2.88	\$ 3.24	\$ 3.24	\$ 3.24
Total price/unit including shipping and customs (US)	\$ 128.75	\$ 160.23	\$ 64.55	\$ 22.15	\$ 26.39	\$ 30.63	\$ 34.87	\$ 39.11	\$ 39.11	\$ 39.11
Ocean Freight (AUS)	\$ 20.41	\$ 22.46	\$ 15.31	\$ 5.10	\$ 6.12	\$ 7.15	\$ 8.17	\$ 9.19	\$ 9.19	\$ 9.19
Customs (AUS)	\$ 7.88	\$ 8.67	\$ 5.91	\$ 1.97	\$ 2.36	\$ 2.76	\$ 3.15	\$ 3.55	\$ 3.55	\$ 3.55
Total price/unit including shipping and customs (AUS)	\$ 132.24	\$ 164.07	\$ 67.17	\$ 23.02	\$ 27.44	\$ 31.85	\$ 36.27	\$ 40.61	\$ 40.61	\$ 40.61
Ocean Freight (EU)	\$ 13.60	\$ 14.96	\$ 10.20	\$ 3.40	\$ 4.08	\$ 4.76	\$ 5.44	\$ 6.12	\$ 6.12	\$ 6.12
Customs (EU)	\$ 10.80	\$ 11.88	\$ 8.10	\$ 2.70	\$ 3.24	\$ 3.78	\$ 4.32	\$ 4.86	\$ 4.86	\$ 4.86
Total price/unit including shipping and customs (EU)	\$ 128.35	\$ 155.75	\$ 64.25	\$ 22.05	\$ 26.27	\$ 30.49	\$ 34.71	\$ 38.93	\$ 38.93	\$ 38.93

EXHIBIT 1 TO APPENDIX 2

IL VENTURES, LLC – KETTLEBEL KINGSS SERIES

Exhibit 1 - Inventory Calculations

The prices detailed below will be used as the basis for calculation. Inventory will include (i) units stored at own warehouse, (ii) units on hand in inventory used for calculation. Per unit price for each SKU on hand will be valued by the prices. Units held at the warehouse and IBA will be valued at the price. Units held by the supplier will be valued at the price per unit. For units currently under production by the supplier, only the cost of the parts is agreed and acknowledged at the foregoing inventory.

Product	Competition Kettlebell - 33mm		Competition Kettlebell - 33mm		Competition Kettlebell - 33		Competition Kettlebell - 3		Competition Kettlebell - 33mm Handle (2)		Competition Kettlebell - 33mm Handle (3)		Competition Kettlebell - 33mm Handle (4)	
SKU	KB-33C320KG		KB-33C322KG		KB-33C324KG		KB-33C326KG		KB-33C328KG		KB-33C322KG		KB-33C324KG	
Item cost	\$	0.95	\$	0.95	\$	0.95	\$	0.95	\$	0.95	\$	0.95	\$	0.95
Product	\$	30.00	\$	33.00	\$	36.00	\$	39.00	\$	42.00	\$	48.00	\$	28.00
Total price/unit	\$	30.95	\$	33.95	\$	36.95	\$	39.95	\$	42.95	\$	48.95	\$	28.95
Ocean Freight (US)	\$	8.80	\$	9.68	\$	10.56	\$	11.44	\$	12.32	\$	14.08	\$	1.76
Customs (US)	\$	3.60	\$	3.96	\$	4.32	\$	4.68	\$	5.04	\$	5.76	\$	0.72
Total price/unit including shipping and customs (US)	\$	43.35	\$	47.59	\$	51.83	\$	56.07	\$	60.31	\$	68.79	\$	31.43
Ocean Freight (AUS)	\$	10.21	\$	11.23	\$	12.25	\$	13.27	\$	14.29	\$	16.33	\$	2.04
Customs (AUS)	\$	3.84	\$	4.33	\$	4.73	\$	5.12	\$	5.52	\$	6.30	\$	0.79
Total price/unit including shipping and customs (AUS)	\$	45.10	\$	49.51	\$	53.93	\$	58.34	\$	62.76	\$	71.59	\$	31.78
Ocean Freight (EU)	\$	6.80	\$	7.48	\$	8.16	\$	8.84	\$	9.52	\$	10.88	\$	1.36
Customs (EU)	\$	5.40	\$	5.94	\$	6.48	\$	7.02	\$	7.56	\$	8.64	\$	1.08
Total price/unit including shipping and customs (EU)	\$	43.15	\$	47.57	\$	51.59	\$	55.81	\$	60.03	\$	68.47	\$	31.35

EXHIBIT 1 TO APPENDIX 2

IL VENTURES, LLC – KETTLEBEL KINGSS SERIES

Exhibit 1 - Inventory Calculations

The prices detailed below will be used as the basis for calculation. Inventory will include (i) units stored at own warehouse (ii) units held in inventory used for calculation. Per unit price for each SKU on hand will be valued by the prices. Units held at the warehouse and IBA will be valued at the price. Units held by the supplier will be valued at the price per unit. For units currently under production by the supplier, only the cost of the parts is agreed and acknowledged that the foregoing inventory

Product	Competition Kettlebell - 33mm Handle (6	Competition Kettlebell - 33mm Handle (8	Cerakote Competition Kettlebell (60kg	Cerakote Competition Kettlebell (36kg	Cerakote Competition Kettlebell (24kg	Cerakote Competition Kettlebell (12kg
SKU	KB-33C8KKG	KB-33C8KKG	SPAD002	SPAD006	SKU-8052100D	SKU-52968A11
Room use	\$	0.95	\$	0.95		
Product	\$	42.00	\$	192.57	\$	138.62
					\$	94.82
Total price/unit	\$	42.95	\$	192.57	\$	138.62
					\$	94.82
Ocean Freight (US)	\$	2.64	\$	3.52	\$	15.84
Customs (US)	\$	1.08	\$	1.44	\$	10.56
					\$	4.32
Total price/unit including shipping and customs (US)	\$	46.67	\$	197.51	\$	169.34
					\$	109.70
Ocean Freight (AUS)	\$	3.06	\$	4.08	\$	18.37
Customs (AUS)	\$	1.18	\$	1.58	\$	12.25
					\$	4.73
Total price/unit including shipping and customs (AUS)	\$	47.19	\$	198.61	\$	164.08
					\$	111.80
Ocean Freight (EU)	\$	2.04	\$	2.72	\$	12.24
Customs (EU)	\$	1.62	\$	2.16	\$	8.16
					\$	6.48
Total price/unit including shipping and customs (EU)	\$	46.61	\$	197.83	\$	160.56
					\$	109.46

EXHIBIT 1 TO APPENDIX 2

IL VENTURES, LLC – KETTLEBEL KINGSS SERIES

Exhibit 1 - Inventory Calculations

The prices detailed below will be used as the basis for calculation. Inventory will include (i) units stored at own warehouse, (ii) units on hand in inventory used for calculation. Per unit price for each SKU on hand will be valued by the prices. Units held at the warehouse and IBA will be valued at the price. Units held by the supplier will be valued at the price per unit. For units currently under production by the supplier, only the cost of the parts is agreed and acknowledged at the foregoing inventory.

Product	Cerakote Competition Kettlebell (16 kg)		Cerakote Competition Kettlebell (10 kg)		Cerakote Competition Kettlebell (12 kg)		Cerakote Competition Kettlebell (24 kg)		Cerakote Competition Kettlebell (16 kg)		Cerakote Competition Kettlebell (24 kg)	
SKU	SKU-048C9101		SKU-0650C78C		SKU-13AB7D1		SKU-276B626		SKU-38AC0A84		SKU-49212080	
Item name												
Product	\$	82.42	\$	73.12	\$	76.22	\$	94.82	\$	82.42	\$	112.95
Total price/unit	\$	82.42	\$	73.12	\$	76.22	\$	94.82	\$	82.42	\$	112.95
Ocean Freight (US)	\$	7.04	\$	4.40	\$	5.28	\$	10.56	\$	7.04	\$	14.96
Customs (US)	\$	2.88	\$	1.80	\$	2.16	\$	4.32	\$	2.88	\$	6.12
Total price/unit including shipping and customs (US)	\$	92.34	\$	79.32	\$	83.66	\$	109.70	\$	92.34	\$	134.03
Ocean Freight (AUS)	\$	8.17	\$	5.10	\$	6.12	\$	12.25	\$	8.17	\$	17.35
Customs (AUS)	\$	3.15	\$	1.97	\$	2.36	\$	4.73	\$	3.15	\$	6.70
Total price/unit including shipping and customs (AUS)	\$	93.74	\$	80.19	\$	84.71	\$	111.80	\$	93.74	\$	137.00
Ocean Freight (EU)	\$	5.44	\$	3.40	\$	4.08	\$	8.16	\$	5.44	\$	11.56
Customs (EU)	\$	4.32	\$	2.70	\$	3.24	\$	6.48	\$	4.32	\$	9.18
Total price/unit including shipping and customs (EU)	\$	92.18	\$	79.22	\$	83.54	\$	109.46	\$	92.18	\$	133.59

EXHIBIT 1 TO APPENDIX 2

IL VENTURES, LLC – KETTLEBEL KING'S SERIES

Exhibit 1 - Inventory Calculations

The prices detailed below will be used as the basis for calculation of inventory. Inventory will include (i) units stored at own warehouse (ii) units on hand in inventory used for calculation. Per unit price for each SKU on hand will be valued by the prices. Units held at the warehouse and IBA will be valued at the price. Units held by the supplier will be valued at the price per unit. For units currently under production by the supplier, only the current price is agreed and acknowledged that the foregoing inventory

Product	Cerakote Competition Kettlebell (14kg)	Cerakote Competition Kettlebell (12kg)	Cerakote Competition Kettlebell (16kg)	Cerakote Competition Kettlebell (16kg)	Cerakote Competition Ket	Cerakote Competition Ket	Cerakote Competition Ket 48 KG (106LB)	Competition 5 LB Powder Coat Kettle
SKU	SKU-93190066	SKU-95808407	SKU-980189A0	SKU-C3H76C3	SKU-0928480F	SKU-H7B08E	KB-CM8KG	KB-PC5LB
Item name								
Product	\$	79.32 \$	76.22 \$	82.42 \$	82.42 \$	112.95 \$	76.22 \$	132.95 \$
Total price/unit	\$	79.32 \$	76.22 \$	82.42 \$	82.42 \$	112.95 \$	76.22 \$	132.95 \$
Ocean Freight (US)	\$	6.16 \$	5.28 \$	7.04 \$	7.04 \$	14.08 \$	5.28 \$	21.12 \$
Customs (US)	\$	2.52 \$	2.16 \$	2.88 \$	2.88 \$	5.76 \$	2.16 \$	8.64 \$
Total price/unit including shipping and customs (US)	\$	88.00 \$	83.66 \$	92.34 \$	92.34 \$	132.79 \$	83.66 \$	162.71 \$
Ocean Freight (AUS)	\$	7.15 \$	6.12 \$	8.17 \$	8.17 \$	16.33 \$	6.12 \$	24.50 \$
Customs (AUS)	\$	3.76 \$	2.39 \$	3.15 \$	3.15 \$	6.30 \$	2.39 \$	9.46 \$
Total price/unit including shipping and customs (AUS)	\$	89.22 \$	84.71 \$	93.74 \$	93.74 \$	135.59 \$	84.71 \$	166.50 \$
Ocean Freight (EU)	\$	4.76 \$	4.08 \$	5.44 \$	5.44 \$	10.88 \$	4.08 \$	16.32 \$
Customs (EU)	\$	3.78 \$	3.24 \$	4.32 \$	4.32 \$	8.64 \$	3.24 \$	12.96 \$
Total price/unit including shipping and customs (EU)	\$	87.86 \$	83.54 \$	92.16 \$	92.16 \$	132.47 \$	83.54 \$	162.23 \$

EXHIBIT 1 TO APPENDIX 2

IL VENTURES, LLC – KETUBEL KINGS SERIES

Exhibit 1 - Inventory Calculations

The prices detailed below will be used as the basis for calculation. Inventory will include (i) units stored at own warehouse, (ii) units on hand in inventory used for calculation. Per unit price for each SKU on hand will be valued by the prices. Units held at the warehouse and IBA will be valued at the price. Units held by the supplier will be valued at the price per unit. For units currently under production by the supplier, only the cost. The parties agree and acknowledge that the foregoing inventory

Product	HITTING ROOM KETUBEL (1)		HITTING ROOM KETUBEL (1)		HITTING ROOM KETUBEL (1)		HITTING ROOM KETUBEL (1)		HITTING ROOM KETUBEL (1)		HITTING ROOM KETUBEL (2)		HITTING ROOM KETUBEL (3)		HITTING ROOM KETUBEL (3)	
SKU	H1-10KG		H1-12KG		H1-14KG		H1-16KG		H1-18KG		H1-20KG		H1-24KG		H1-32KG	
Item name																
Product	\$	68.87	\$	71.31	\$	73.75	\$	76.19	\$	78.27	\$	80.67	\$	85.47	\$	95.07
Total price/unit	\$	68.87	\$	71.31	\$	73.75	\$	76.19	\$	78.27	\$	80.67	\$	85.47	\$	95.07
Ocean Freight (US)	\$	4.40	\$	5.28	\$	6.16	\$	7.04	\$	7.92	\$	8.80	\$	10.56	\$	14.08
Customs (US)	\$	1.80	\$	2.16	\$	2.52	\$	2.88	\$	3.24	\$	3.60	\$	4.32	\$	5.76
Total price/unit including shipping and customs (US)	\$	75.07	\$	78.75	\$	82.43	\$	86.11	\$	89.43	\$	93.07	\$	100.35	\$	114.91
Ocean Freight (AUS)	\$	5.10	\$	6.12	\$	7.15	\$	8.17	\$	9.19	\$	10.21	\$	12.25	\$	16.33
Customs (AUS)	\$	1.97	\$	2.36	\$	2.78	\$	3.15	\$	3.55	\$	3.94	\$	4.73	\$	6.30
Total price/unit including shipping and customs (AUS)	\$	75.94	\$	79.80	\$	83.65	\$	87.51	\$	91.80	\$	94.82	\$	102.45	\$	117.71
Ocean Freight (EU)	\$	3.40	\$	4.08	\$	4.76	\$	5.44	\$	6.12	\$	6.80	\$	8.16	\$	10.88
Customs (EU)	\$	2.70	\$	3.24	\$	3.78	\$	4.32	\$	4.86	\$	5.40	\$	6.48	\$	8.64
Total price/unit including shipping and customs (EU)	\$	74.57	\$	78.63	\$	82.29	\$	85.95	\$	89.25	\$	92.87	\$	100.11	\$	114.59

EXHIBIT 1 TO APPENDIX 2

IL VENTURES, LLC – KETABEL KINGS SERIES

Exhibit 1 - Inventory Calculations

The prices detailed below will be used as the basis for calculation. Inventory will include (i) units stored at own warehouse, (ii) units on hand in inventory used for calculation. Per unit price for each SKU on hand will be valued by the prices. Units held at the warehouse and IBA will be valued at the price. Units held by the supplier will be valued at the price per unit. For units currently under production by the supplier, only the cost of the materials and labor will be used to value the inventory.

Product	60 LB Powder Coak Kettle	10 LB Powder Coak Kettle	15 LB Powder Coak Kettle	20 LB Powder Coak Kettle	25 LB Powder Coak Kettle	30 LB Powder Coak Kettle	35 LB Powder Coak Kettle	40 LB Powder Coak Kettle	45 LB Powder Coak Kettle	50 LB Powder Coak Kettle
SKU	du9w7gk2	KB-PC10LB	KB-PC15LB	KB-PC20LB	KB-PC25LB	KB-PC30LB	KB-PC35LB	KB-PC40LB	KB-PC45LB	KB-PC50LB
Item name										
Product	\$ 33.23	\$ 5.54	\$ 8.31	\$ 11.08	\$ 13.85	\$ 16.62	\$ 19.39	\$ 22.16	\$ 24.92	\$ 27.69
Total price/unit	\$ 33.23	\$ 5.54	\$ 8.31	\$ 11.08	\$ 13.85	\$ 16.62	\$ 19.39	\$ 22.16	\$ 24.92	\$ 27.69
Ocean Freight (US)	\$ 12.00	\$ 2.00	\$ 3.00	\$ 4.00	\$ 5.00	\$ 6.00	\$ 7.00	\$ 8.00	\$ 9.00	\$ 10.00
Customs (US)	\$ 4.91	\$ 0.82	\$ 1.23	\$ 1.64	\$ 2.05	\$ 2.45	\$ 2.86	\$ 3.27	\$ 3.64	\$ 4.09
Total price/unit including shipping and customs (US)	\$ 50.14	\$ 8.35	\$ 12.54	\$ 16.71	\$ 20.89	\$ 25.07	\$ 29.25	\$ 33.43	\$ 37.56	\$ 41.78
Ocean Freight (AUS)	\$ 13.92	\$ 2.31	\$ 3.48	\$ 4.61	\$ 5.63	\$ 6.63	\$ 7.66	\$ 8.69	\$ 9.71	\$ 10.76
Customs (AUS)	\$ 5.37	\$ 0.89	\$ 1.34	\$ 1.78	\$ 2.23	\$ 2.67	\$ 3.10	\$ 3.52	\$ 3.95	\$ 4.38
Total price/unit including shipping and customs (AUS)	\$ 62.52	\$ 11.55	\$ 17.46	\$ 23.16	\$ 29.15	\$ 34.33	\$ 39.51	\$ 44.69	\$ 49.87	\$ 55.05
Ocean Freight (EU)	\$ 9.27	\$ 1.55	\$ 2.34	\$ 3.09	\$ 3.86	\$ 4.63	\$ 5.41	\$ 6.18	\$ 6.95	\$ 7.72
Customs (EU)	\$ 7.36	\$ 1.22	\$ 1.85	\$ 2.45	\$ 3.07	\$ 3.68	\$ 4.30	\$ 4.93	\$ 5.52	\$ 6.07
Total price/unit including shipping and customs (EU)	\$ 45.87	\$ 8.31	\$ 12.49	\$ 16.62	\$ 20.78	\$ 24.93	\$ 29.09	\$ 33.17	\$ 37.31	\$ 41.49

EXHIBIT 1 TO APPENDIX 2

IL VENTURES, LLC – KETTLEBELL KINGS SERIES

Exhibit 1 - Inventory Calculations

The prices detailed below will be used as the basis for calculation. Inventory will include (i) units stored at own warehouse (ii) units on hand in inventory used for calculation. Per unit price for each SKU on hand will be valued by the prices. Units held at the warehouse and IBA will be valued at the price. Units held by the supplier will be valued at the price per unit added. For units currently under production by the supplier, only the cost. The parties agree and acknowledge that the foregoing inventory

Product	55 LB Powder Coated Kettle	60 LB Powder Coated Kettle	70 LB Powder Coated Kettle	80 LB Powder Coated Kettle	90 LB Powder Coated Kettle	100 LB Powder Coated Kettle	4 KG 9 LB Powder Coated Kettle	6 KG 13 LB Powder Coated Kettle	8 KG 18 LB Powder Coated Kettle	10 KG 22 LB Powder Coated Kettle
SKU	KB-PC55LB	KB-PC60LB	KB-PC70LB	KB-PC80LB	KB-PC90LB	KB-PC100LB	KB-PC4KG	KB-PC6KG	KB-PC8KG	KB-PC10KG
Item name										
Product	\$	30.46 \$	33.23 \$	38.77 \$	44.31 \$	49.85 \$	55.39 \$	4.88 \$	7.32 \$	9.76 \$
Total price/unit	\$	30.46 \$	33.23 \$	38.77 \$	44.31 \$	49.85 \$	55.39 \$	4.88 \$	7.32 \$	9.76 \$
Ocean Freight (US)	\$	11.00 \$	11.88 \$	14.08 \$	13.99 \$	18.00 \$	20.00 \$	1.78 \$	2.67 \$	3.56 \$
Customs (US)	\$	4.50 \$	4.86 \$	5.76 \$	6.55 \$	7.27 \$	8.18 \$	0.73 \$	1.09 \$	1.45 \$
Total price/unit including shipping and customs (US)	\$	45.96 \$	49.97 \$	58.61 \$	64.85 \$	75.12 \$	83.57 \$	7.39 \$	11.08 \$	14.77 \$
Ocean Freight (AUS)	\$	12.79 \$	13.82 \$	16.38 \$	18.42 \$	20.47 \$	23.03 \$	2.05 \$	3.07 \$	4.09 \$
Customs (AUS)	\$	5.16 \$	5.58 \$	6.61 \$	6.86 \$	8.18 \$	9.20 \$	0.82 \$	1.23 \$	1.64 \$
Total price/unit including shipping and customs (AUS)	\$	48.42 \$	52.63 \$	61.76 \$	69.09 \$	78.50 \$	87.62 \$	7.74 \$	11.62 \$	15.49 \$
Ocean Freight (EU)	\$	8.50 \$	9.18 \$	10.88 \$	10.82 \$	13.93 \$	15.64 \$	1.36 \$	2.04 \$	2.72 \$
Customs (EU)	\$	6.75 \$	7.29 \$	8.64 \$	8.59 \$	11.04 \$	12.42 \$	1.08 \$	1.62 \$	2.16 \$
Total price/unit including shipping and customs (EU)	\$	45.71 \$	49.70 \$	58.29 \$	65.72 \$	74.80 \$	83.46 \$	7.32 \$	10.58 \$	14.64 \$

EXHIBIT 1 TO APPENDIX 2

IL VENTURES, LLC – KETTERBEL KINGS SERIES

Exhibit 1 - Inventory Calculations

The prices detailed below will be used as the basis for calculation. Inventory will include (i) units stored at own warehouse (ii) units on hand in inventory used for calculation. Per unit price for each SKU on hand will be valued by the prices. Units held at the warehouse and IBA will be valued at the price. Units held by the supplier will be valued at the price per unit added. For units currently under production by the supplier, only the cost. The parties agree and acknowledge that the foregoing inventory

Product	12 KG 26 LB Powder Co		14 KG 31 LB Powder Co		16 KG 35 LB Powder Co		18 KG 40 LB Powder Co		20 KG 44 LB Powder Co		22 KG 48 LB Powder Co		24 KG 53 LB Powder Co		28 KG 62 LB Powder Co		32 KG 70 LB Powder Co		36 KG 80 LB Powder Co	
SKU	KB-PC12KG		KB-PC14KG		KB-PC16KG		KB-PC18KG		KB-PC20KG		KB-PC22KG		KB-PC24KG		KB-PC28KG		KB-PC32KG		KB-PC36KG	
Room use																				
Product	\$	14.64	\$	17.08	\$	19.52	\$	21.60	\$	24.00	\$	26.40	\$	28.80	\$	33.60	\$	38.40	\$	43.20
Total price/unit	\$	14.64	\$	17.08	\$	19.52	\$	21.60	\$	24.00	\$	26.40	\$	28.80	\$	33.60	\$	38.40	\$	43.20
Ocean Freight (US)	\$	5.33	\$	6.22	\$	7.11	\$	8.00	\$	8.89	\$	9.78	\$	10.67	\$	12.44	\$	14.22	\$	16.00
Customs (US)	\$	2.18	\$	2.55	\$	2.91	\$	3.27	\$	3.64	\$	4.00	\$	4.36	\$	5.09	\$	5.82	\$	6.55
Total price/unit including shipping and customs (US)	\$	22.16	\$	25.85	\$	29.54	\$	32.87	\$	36.53	\$	40.18	\$	43.83	\$	51.14	\$	58.44	\$	65.75
Ocean Freight (AUS)	\$	6.14	\$	7.16	\$	8.19	\$	9.21	\$	10.23	\$	11.26	\$	12.28	\$	14.33	\$	16.38	\$	18.42
Customs (AUS)	\$	2.45	\$	2.86	\$	3.27	\$	3.68	\$	4.09	\$	4.50	\$	4.91	\$	5.73	\$	6.54	\$	7.36
Total price/unit including shipping and customs (AUS)	\$	23.23	\$	27.11	\$	30.93	\$	34.49	\$	38.32	\$	42.16	\$	45.99	\$	53.55	\$	61.32	\$	68.98
Ocean Freight (EU)	\$	4.08	\$	4.76	\$	5.44	\$	6.12	\$	6.80	\$	7.48	\$	8.16	\$	9.52	\$	10.88	\$	12.24
Customs (EU)	\$	3.24	\$	3.78	\$	4.32	\$	4.86	\$	5.40	\$	5.94	\$	6.48	\$	7.56	\$	8.64	\$	9.72
Total price/unit including shipping and customs (EU)	\$	21.56	\$	25.62	\$	29.28	\$	32.58	\$	36.20	\$	39.82	\$	43.44	\$	50.68	\$	57.92	\$	65.16

EXHIBIT 1 TO APPENDIX 2

IL VENTURES, LLC – KETTLEBEL KING® SERIES

Exhibit 1 - Inventory Calculations

The prices detailed below will be used as the basis for calculation.
Inventory will include (i) units stored at own warehouse (ii) un
The number of units per SKU held in inventory used for calculation.
Per unit price for each SKU on hand will be valued by the prices.
Units held at the warehouse and IBA will be valued at the price.
Units held by the supplier will be valued at the price per unit ad
For units currently under production by the supplier, only the c
The parties agree and acknowledge that the foregoing inventory

Product	40 KG 88 LB Powder Co	44 KG 97 LB Powder Co	48 KG 106 LB Powder C	56 KG 123 LB Powder C	68 KG 150 LB Powder C	80 KG 176 LB Powder C	92 KG 203 LB Powder C	Kettlebell Ornament - Red	Kettlebell Ornament - Red	Kettlebell Ornament - Blaz
SKU	KB-PC40KG	KB-PC44KG	KB-PC48KG	KB-PC56KG	KB-PC68KG	KB-PC80KG	KB-PC92KG	SKU-KBDBCF	SKU-312CC894	SKU-83BD489
Item name										
Product	\$	48.00 \$	52.80 \$	57.60 \$	82.32 \$	99.84 \$	117.60 \$	135.24 \$	1.51 \$	1.51 \$
Total price/unit	\$	48.00 \$	52.80 \$	57.60 \$	82.32 \$	99.84 \$	117.60 \$	135.24 \$	1.51 \$	1.51 \$
Ocean Freight (US)	\$	17.78 \$	19.56 \$	21.33 \$	24.89 \$	30.22 \$	35.56 \$	40.89 \$	0.09 \$	0.09 \$
Customs (US)	\$	7.27 \$	8.00 \$	8.73 \$	10.18 \$	12.36 \$	14.55 \$	16.73 \$	0.04 \$	0.04 \$
Total price/unit including shipping and customs (US)	\$	73.05 \$	80.36 \$	87.66 \$	117.39 \$	142.55 \$	167.70 \$	192.86 \$	1.64 \$	1.64 \$
Ocean Freight (AUS)	\$	20.47 \$	22.52 \$	24.56 \$	28.66 \$	34.80 \$	40.94 \$	47.08 \$	0.10 \$	0.10 \$
Customs (AUS)	\$	8.18 \$	9.00 \$	9.82 \$	11.45 \$	13.91 \$	16.36 \$	18.81 \$	0.04 \$	0.04 \$
Total price/unit including shipping and customs (AUS)	\$	76.65 \$	84.31 \$	91.98 \$	122.43 \$	148.66 \$	174.90 \$	201.13 \$	1.65 \$	1.65 \$
Ocean Freight (EU)	\$	13.60 \$	14.96 \$	16.32 \$	19.04 \$	23.12 \$	27.20 \$	31.28 \$	0.07 \$	0.07 \$
Customs (EU)	\$	10.80 \$	11.88 \$	12.96 \$	15.12 \$	18.36 \$	21.60 \$	24.84 \$	0.05 \$	0.05 \$
Total price/unit including shipping and customs (EU)	\$	72.40 \$	79.64 \$	86.88 \$	116.48 \$	141.44 \$	166.40 \$	191.56 \$	1.63 \$	1.63 \$

EXHIBIT 1 TO APPENDIX 2

IL VENTURES, LLC – KETTLEBEL KING'S SERIES

Exhibit 1 - Inventory Calculations

The prices detailed below will be used as the basis for calculation. Inventory will include (i) units stored at own warehouse, (ii) units held in inventory used for calculation. Per unit price for each SKU on hand will be valued by the prices. Units held at the warehouse and RMA will be valued at the price. Units held by the supplier will be valued at the price per unit. For units currently under production by the supplier, only the cost. The parties agree and acknowledge that the foregoing inventory

Product	Kettlebell Ornament - Cog		Kettlebell Ornament - Gal		Kettlebell Ornament - Gal		Kettlebell Ornament - Wh		Kettlebell Ornament - Blac		8 KG Kettlebell Floor Wn		12 KG Kettlebell Floor W		16 KG Kettlebell Floor W		20 KG Kettlebell Floor W		24 KG Kettlebell Floor W	
SKU	SKU-258R5149		SKU-R050RB		SKU-45AB2696		SKU-90612D13		SKU-031291C0		SKU-R67479E		SKU-230C1CDF		SKU-48414R0		SKU-43BAD0B1		SKU-A632F8AA	
Room use																				
Product	\$	1.51	\$	1.51	\$	1.51	\$	1.51	\$	1.51	\$	4.60	\$	4.60	\$	4.60	\$	4.60	\$	4.60
Total price/unit	\$	1.51	\$	1.51	\$	1.51	\$	1.51	\$	1.51	\$	4.60	\$	4.60	\$	4.60	\$	4.60	\$	4.60
Ocean Freight (US)	\$	0.09	\$	0.09	\$	0.09	\$	0.09	\$	0.09	\$	0.09	\$	0.09	\$	0.09	\$	0.09	\$	0.09
Customs (US)	\$	0.04	\$	0.04	\$	0.04	\$	0.04	\$	0.04	\$	0.04	\$	0.04	\$	0.04	\$	0.04	\$	0.04
Total price/unit including shipping and customs (US)	\$	1.64	\$	1.64	\$	1.64	\$	1.64	\$	1.64	\$	4.72	\$	4.72	\$	4.72	\$	4.72	\$	4.72
Ocean Freight (AUS)	\$	0.10	\$	0.10	\$	0.10	\$	0.10	\$	0.10	\$	0.10	\$	0.10	\$	0.10	\$	0.10	\$	0.10
Customs (AUS)	\$	0.04	\$	0.04	\$	0.04	\$	0.04	\$	0.04	\$	0.04	\$	0.04	\$	0.04	\$	0.04	\$	0.04
Total price/unit including shipping and customs (AUS)	\$	1.65	\$	1.65	\$	1.65	\$	1.65	\$	1.65	\$	4.74	\$	4.74	\$	4.74	\$	4.74	\$	4.74
Ocean Freight (EU)	\$	0.07	\$	0.07	\$	0.07	\$	0.07	\$	0.07	\$	0.07	\$	0.07	\$	0.07	\$	0.07	\$	0.07
Customs (EU)	\$	0.05	\$	0.05	\$	0.05	\$	0.05	\$	0.05	\$	0.05	\$	0.05	\$	0.05	\$	0.05	\$	0.05
Total price/unit including shipping and customs (EU)	\$	1.63	\$	1.63	\$	1.63	\$	1.63	\$	1.63	\$	4.72	\$	4.72	\$	4.72	\$	4.72	\$	4.72

[illegible]

EXHIBIT 1 TO APPENDIX 2

IL VENTURES, LLC – KETTLEBEL KINGSS SERIES

Exhibit 1 - Inventory Calculations

The prices detailed below will be used as the basis for calculation. Inventory will include (i) units stored at own warehouse (ii) units on hand in inventory used for calculation. Per unit price for each SKU on hand will be valued by the prices. Units held at the warehouse and IBA will be valued at the price. Units held by the supplier will be valued at the price per unit added. For units currently under production by the supplier, only the cost. The parties agree and acknowledge that the foregoing inventory

Product	48 KG Powder Coat Kettle	6 KG Powder Coat Kettle	35 LB Kettlebell Rear Wr	Cerakote Cat Iron Kettleb	Cer C K - LB (30 kg)	Cerakote Cat Iron Kettleb	Cerakote Cat Iron Kettleb	Cerakote Cat Iron Kettleb	Cerakote Cat Iron Kettleb	Cerakote Cat Iron Kettleb	Cerakote Cat Iron Kettleb
SKU	KBW-48KG	KBW-6KG	702905733	SKU-06D04712	SKU-08D08A1-	SKU-0C469W2	SKU-0IC8ARD	SKU-347B34C	SKU-3527ARD	SKU-3009A29D	
Item name											
Product	\$	4.60 \$	4.60 \$	4.60 \$	81.59 \$	89.90 \$	70.52 \$	80.67 \$	80.67 \$	104.67 \$	70.52
Total price/unit	\$	4.60 \$	4.60 \$	4.60 \$	81.59 \$	89.90 \$	70.52 \$	80.67 \$	80.67 \$	104.67 \$	70.52
Ocean Freight (US)	\$	0.09 \$	0.09 \$	0.09 \$	8.80 \$	13.20 \$	4.84 \$	8.80 \$	8.80 \$	17.60 \$	4.40
Customs (US)	\$	0.04 \$	0.04 \$	0.04 \$	3.60 \$	5.40 \$	1.98 \$	3.60 \$	3.60 \$	7.20 \$	1.80
Total price/unit including shipping and customs (US)	\$	4.72 \$	4.72 \$	4.72 \$	93.99 \$	108.50 \$	77.34 \$	93.07 \$	93.07 \$	129.47 \$	76.72
Ocean Freight (AUS)	\$	0.10 \$	0.10 \$	0.10 \$	10.21 \$	15.31 \$	5.61 \$	10.21 \$	10.21 \$	20.41 \$	5.10
Customs (AUS)	\$	0.04 \$	0.04 \$	0.04 \$	3.94 \$	5.91 \$	2.17 \$	3.94 \$	3.94 \$	7.88 \$	1.97
Total price/unit including shipping and customs (AUS)	\$	4.74 \$	4.74 \$	4.74 \$	95.74 \$	111.12 \$	78.10 \$	94.82 \$	94.82 \$	132.96 \$	77.59
Ocean Freight (EU)	\$	0.07 \$	0.07 \$	0.07 \$	6.80 \$	10.20 \$	3.74 \$	6.80 \$	6.80 \$	13.60 \$	3.40
Customs (EU)	\$	0.05 \$	0.05 \$	0.05 \$	5.40 \$	8.10 \$	2.97 \$	5.40 \$	5.40 \$	10.80 \$	2.70
Total price/unit including shipping and customs (EU)	\$	4.72 \$	4.72 \$	4.72 \$	93.99 \$	108.10 \$	77.23 \$	92.87 \$	92.87 \$	125.87 \$	76.62

EXHIBIT 1 TO APPENDIX 2

IL VENTURES, LLC – KETTLEBEL KINGSS SERIES

Exhibit 1 - Inventory Calculations

The prices detailed below will be used as the basis for calculation. Inventory will include (i) units stored at own warehouse (ii) units on hand in inventory used for calculation. Per unit price for each SKU on hand will be valued by the prices. Units held at the warehouse and IBA will be valued at the price. Units held by the supplier will be valued at the price per unit added. For units currently under production by the supplier, only the cost. The parties agree and acknowledge that the foregoing inventory

Product	Cerakote Cat Iron Kettlebell		Cerakote Cat Iron Kettlebell		Cerakote Cat Iron Kettlebell		Cerakote Cat Iron Kettlebell		Cerakote Cat Iron Kettlebell 12-32KG Cerakote Adjusta		Cerakote Cat Iron Kettlebell		Cerakote Cat Iron Kettlebell		Cerakote Cat Iron Kettlebell	
SKU	SKU-78A65AP		SKU-90AC08E		SKU-93B5A7CA		SKU-A102278C		SKU-A3C5513A		SKU-A30D1622		SKU-AMS104		SKU-84AD028E	
Item name																
Product	\$	64.98	\$	85.47	\$	80.67	\$	76.06	\$	66.43	\$	125.12	\$	90.27	\$	76.19
Total price/unit	\$	64.98	\$	85.47	\$	80.67	\$	76.06	\$	66.43	\$	125.12	\$	90.27	\$	76.19
Ocean Freight (US)	\$	2.20	\$	10.56	\$	8.80	\$	6.16	\$	3.52	\$	14.08	\$	12.32	\$	7.04
Customs (US)	\$	0.90	\$	4.32	\$	3.60	\$	2.52	\$	1.44	\$	5.76	\$	5.04	\$	2.88
Total price/unit including shipping and customs (US)	\$	68.08	\$	100.35	\$	93.07	\$	84.74	\$	71.39	\$	144.96	\$	107.63	\$	86.11
Ocean Freight (AUS)	\$	2.55	\$	12.25	\$	10.21	\$	7.15	\$	4.08	\$	16.33	\$	14.29	\$	8.17
Customs (AUS)	\$	0.99	\$	4.73	\$	3.94	\$	2.76	\$	1.58	\$	6.30	\$	5.52	\$	3.15
Total price/unit including shipping and customs (AUS)	\$	68.62	\$	102.45	\$	94.82	\$	85.06	\$	72.89	\$	147.76	\$	110.88	\$	87.51
Ocean Freight (EU)	\$	1.70	\$	8.16	\$	6.80	\$	4.76	\$	2.72	\$	10.88	\$	9.52	\$	5.44
Customs (EU)	\$	1.35	\$	6.48	\$	5.40	\$	3.78	\$	2.16	\$	8.64	\$	7.56	\$	4.32
Total price/unit including shipping and customs (EU)	\$	68.63	\$	100.11	\$	92.87	\$	84.60	\$	71.51	\$	144.64	\$	107.35	\$	85.55

EXHIBIT 1 TO APPENDIX 2

IL VENTURES, LLC – KETTLEBEL KING® SERIES

Exhibit 1 - Inventory Calculations

The prices detailed below will be used as the basis for calculation. Inventory will include (i) units stored at own warehouse, (ii) units on hand in inventory used for calculation. Per unit price for each SKU on hand will be valued by the prices. Units held at the warehouse and IMA will be valued at the price. Units held by the supplier will be valued at the price per unit. For units currently under production by the supplier, only the cost. The parties agree and acknowledge that the foregoing inventory

Product	Ceruleo Cat Iron Kettleb		Ceruleo Cat Iron Kettleb		Ceruleo Cat Iron Kettleb		Ceruleo Cat Iron Kettleb		Ceruleo Cat Iron Kettleb		Ceruleo Cat Iron Kettleb		Ceruleo Cat Iron Kettleb		Ceruleo Cat Iron Kettleb	
SKU	SKU-D670802C		SKU-D041189E		SKU-B6780051		SKU-B6C0887		SKU-788AA08		SKU-B078837		SKU-B882787		SKU-B8C2A2	
Item name																
Product	\$	81.59	\$	73.29	\$	85.47	\$	71.31	\$	73.25	\$	66.43	\$	76.06	\$	71.31
Total price/unit	\$	81.59	\$	73.29	\$	85.47	\$	71.31	\$	73.25	\$	66.43	\$	76.06	\$	71.31
Ocean Freight (US)	\$	8.80	\$	5.28	\$	10.56	\$	5.28	\$	7.92	\$	3.52	\$	6.16	\$	5.28
Customs (US)	\$	3.60	\$	2.16	\$	4.32	\$	2.16	\$	3.24	\$	1.44	\$	2.52	\$	2.16
Total price/unit including shipping and customs (US)	\$	93.99	\$	80.73	\$	100.35	\$	78.75	\$	84.41	\$	71.39	\$	84.74	\$	78.75
Ocean Freight (AUS)	\$	10.21	\$	6.12	\$	12.25	\$	6.12	\$	9.19	\$	4.08	\$	7.15	\$	6.12
Customs (AUS)	\$	2.94	\$	2.36	\$	4.73	\$	2.36	\$	3.55	\$	1.58	\$	2.78	\$	2.36
Total price/unit including shipping and customs (AUS)	\$	95.74	\$	81.77	\$	102.45	\$	79.80	\$	85.98	\$	72.09	\$	85.96	\$	79.80
Ocean Freight (EU)	\$	6.80	\$	4.08	\$	8.16	\$	4.08	\$	6.12	\$	2.72	\$	4.76	\$	4.08
Customs (EU)	\$	5.40	\$	3.24	\$	6.48	\$	3.24	\$	4.86	\$	2.16	\$	3.78	\$	3.24
Total price/unit including shipping and customs (EU)	\$	93.79	\$	80.61	\$	100.11	\$	78.63	\$	84.23	\$	71.31	\$	84.60	\$	78.63

EXHIBIT 1 TO APPENDIX 2

IL VENTURES, LLC – KETTLEBEL KING® SERIES

Exhibit 1 - Inventory Calculations

The prices detailed below will be used as the basis for calculation. Inventory will include (i) units stored at own warehouse, (ii) units on hand in inventory used for calculation. Per unit price for each SKU on hand will be valued by the prices. Units held at the warehouse and IBA will be valued at the price. Units held by the supplier will be valued at the price per unit sold. For units currently under production by the supplier, only the cost. The parties agree and acknowledge that the foregoing inventory

Product	Ceruleo Cat Iron Kettleb		Ceruleo Cat Iron Kettleb		Ceruleo Cat Iron Kettleb		Ceruleo Cat Iron Kettleb		Ceruleo Cat Iron Kettleb		Ceruleo Cat Iron Kettleb		Ceruleo Cat Iron Kettleb		Ceruleo Cat Iron Kettleb	
SKU	SKU-165AAB0		SKU-1AICD72		SKU-2ID0104F		SKU-3377D26		SKU-3B143189		SKU-3B2C6B9		SKU-41673P5E		SKU-567A78A1	
Item name																
Product	\$	89.90	\$	89.90	\$	89.90	\$	89.90	\$	71.31	\$	89.90	\$	81.59	\$	76.06
Total price/unit	\$	89.90	\$	89.90	\$	89.90	\$	89.90	\$	71.31	\$	89.90	\$	81.59	\$	76.06
Ocean Freight (US)	\$	11.44	\$	11.44	\$	11.44	\$	11.44	\$	5.28	\$	11.44	\$	8.80	\$	6.16
Customs (US)	\$	4.68	\$	4.68	\$	4.68	\$	4.68	\$	2.16	\$	4.68	\$	3.60	\$	2.52
Total price/unit including shipping and customs (US)	\$	106.02	\$	106.02	\$	106.02	\$	106.02	\$	78.75	\$	106.02	\$	93.99	\$	84.74
Ocean Freight (AUS)	\$	13.27	\$	13.27	\$	13.27	\$	13.27	\$	6.12	\$	13.27	\$	10.21	\$	7.15
Customs (AUS)	\$	5.12	\$	5.12	\$	5.12	\$	5.12	\$	2.36	\$	5.12	\$	3.94	\$	2.76
Total price/unit including shipping and customs (AUS)	\$	108.29	\$	108.29	\$	108.29	\$	108.29	\$	79.80	\$	108.29	\$	95.74	\$	85.96
Ocean Freight (EU)	\$	8.84	\$	8.84	\$	8.84	\$	8.84	\$	4.08	\$	8.84	\$	6.80	\$	4.76
Customs (EU)	\$	7.02	\$	7.02	\$	7.02	\$	7.02	\$	3.24	\$	7.02	\$	5.40	\$	3.78
Total price/unit including shipping and customs (EU)	\$	105.76	\$	105.76	\$	105.76	\$	105.76	\$	78.63	\$	105.76	\$	93.79	\$	84.60

EXHIBIT 1 TO APPENDIX 2

IL VENTURES, LLC – KETTLEBEL KING® SERIES

Exhibit 1 - Inventory Calculations

The prices detailed below will be used as the basis for calculation. Inventory will include (i) units stored at own warehouse (ii) units on hand in inventory used for calculation. Per unit price for each SKU on hand will be valued by the prices. Units held at the warehouse and IBA will be valued at the price. Units held by the supplier will be valued at the price per unit sold. For units currently under production by the supplier, only the cost of the parts is agreed and acknowledged that the foregoing inventory

Product	Cerakote Cat Iron Kettlebell		Cerakote Cat Iron Kettlebell		Cerakote Cat Iron Kettlebell 2 Tier Kettlebell Rack (32x 3 Tier Kettlebell Rack (36 kg)					
SKU	SKU-B743588		SKU-C4805107		SKU-R1C983A		KB-RACK		KB-RACK3	
Item name										
Product	\$	89.90	\$	89.90	\$	76.19	\$	95.00	\$	125.00
Total price/unit	\$	89.90	\$	89.90	\$	76.19	\$	95.00	\$	125.00
Ocean Freight (US)	\$	11.44	\$	11.44	\$	7.04	\$	14.08	\$	15.84
Customs (US)	\$	4.68	\$	4.68	\$	2.88	\$	5.76	\$	6.48
Total price/unit including shipping and customs (US)	\$	106.02	\$	106.02	\$	86.11	\$	114.84	\$	147.32
Ocean Freight (AUS)	\$	13.27	\$	13.27	\$	8.17	\$	16.33	\$	18.37
Customs (AUS)	\$	5.12	\$	5.12	\$	3.15	\$	6.30	\$	7.09
Total price/unit including shipping and customs (AUS)	\$	108.29	\$	108.29	\$	87.51	\$	117.44	\$	150.46
Ocean Freight (EU)	\$	8.84	\$	8.84	\$	5.44	\$	10.88	\$	12.24
Customs (EU)	\$	7.02	\$	7.02	\$	4.32	\$	8.64	\$	9.72
Total price/unit including shipping and customs (EU)	\$	105.76	\$	105.76	\$	85.55	\$	114.52	\$	146.56

EXHIBIT 2 TO APPENDIX 2

IL VENTURES, LLC – KETTLEBELL KINGS SERIES

Exhibit - EBITDA Definition

EBITDA for the purposes of calculating the Earn-out payments is defined as:

Total gross revenue from Amazon, Bigcommerce/D2C, Wholesale, crowdfunding and any other sales channels (including shipping costs and VAT paid by the customer);

Minus: reimbursements, refunds, discounts, promotions, VAT;

Minus: Cost of Goods Sold, including product & packaging costs, shipping costs, storage fees, import costs & duties, transport insurance;

Minus: fulfillment and storage costs, including FBA, 3PLs and own warehouse costs;

Minus: cost of sales, including Amazon fees and commissions, Bigcommerce and other platform fees and commissions, payment processing and FX fees, subscriptions;

Minus: marketing costs, including agency, affiliate program commissions, software and platform costs related to marketing and affiliate programs;

Minus: staff costs directly related to running the business (including related payroll taxes);

Minus: product liability insurance costs directly related to the business;

Minus: travel costs directly related to the business;

Minus: software costs directly related to the business.

EBITDA will include any additional revenue or cost items not contemplated in the above definition, provided that the revenues and costs arise in the normal course of business.

The above EBITDA will exclude any non-operating costs, interest, depreciation, taxes (other than sales, property, payroll, or other taxes not customarily added back to EBITDA), or capital investments/expenses.

Example EBITDA calculation

	USD	Notes
D2C revenue	3,000,000	Net of reimbursements, refunds, discounts, promotions, VAT
Amazon Revenue	200,000	Net of reimbursements, refunds, discounts, promotions, VAT
Wholesale revenue	260,000	Net of reimbursements, refunds, discounts, promotions, VAT
Total revenue	3,460,000	
(-) COGS	(1,400,000)	Includes product & packaging costs, shipping costs from China, import costs & duties, supplier storage fees
(-) Fulfilment costs	(400,000)	Includes FBA, 3PLs and own warehouse costs
(-) Cost of sales	(160,000)	Includes Amazon commissions & fees, Bigcommerce fees (transaction fees), payment processing fees
(-) Marketing costs	(600,000)	Includes advertising costs, agency fees, affiliate program commissions, any software used for marketing and affiliate programs
(-) Staff costs	(80,000)	Covers staff working directly on the Company
(-) Other costs	(40,000)	Includes contracted services, bank service charges, subscriptions payments, postage&delivery costs not reflected above, software cc
(-) Insurance costs	(20,000)	Including, but not limited to, product liability insurance
EBITDA	760,000	

IL VENTURES, LLC – KETTLEBELL KINGS SERIES

Exhibit 2 - Earn-out payments - Example 1

Scenario:			
i) 100% YoY growth in Year 1 EBITDA		100%	
ii) 75% YoY growth in Year 2 EBITDA		75%	
iii) 75% YoY growth in Year 3 EBITDA		75%	
Scenario triggers earn-out on the 1-year, 2-year and 3-year anniversaries of the Closing			
	USD		Notes
LTM EBITDA	936,000		
Earn-out Payment	USD		
Seller's Year 1 EBITDA (B)	1,872,000		
Minus: LTM EBITDA (A)	(936,000)		
Year 1 Incremental EBITDA (C=A-B)	936,000		
Year 1 Incremental EBITDA (C)	936,000		
Multiple	2.00		
First Instalment Earn-out payment (T = C x 2.0)	1,872,000		Triggers Year 1 Earn-out
Seller's Year 2 EBITDA (D)	3,276,000		
Minus: The greater of Year 1 EBITDA and LTM EBITDA (B)	(1,872,000)		
Year 2 Incremental EBITDA (E=D-B)	1,404,000		
Year 2 Incremental EBITDA (E)	1,404,000		
Multiple	2.00		
Second Instalment Earn-out payment (K = E x 2.0)	2,808,000		Triggers Year 2 Earn-out
Seller's Year 3 EBITDA (F)	5,733,000		
Minus: The greater of Year 2 EBITDA and LTM EBITDA (G)	(3,276,000)		
Year 3 Incremental EBITDA (H=F-G)	2,457,000		
Year 3 Incremental EBITDA (E)	2,457,000		
Multiple	2.00		
Third Instalment Earn-out payment (L = H x 2.0)	4,914,000		Triggers Year 3 Earn-out

IL VENTURES, LLC – KETTLEBELL KINGS SERIES

Exhibit 2 - Earn-out payments - Example 2

Scenario:			
i) -10% YoY growth in Year 1 EBITDA		-10%	
ii) 50% YoY growth in Year 2 EBITDA		50%	
iii) 50% YoY growth in Year 3 EBITDA		50%	
Scenario triggers earn-out on the 2-year and 3-year anniversaries of the Closing			
	USD		Notes
LTM EBITDA	936,000		
Earn-out Payment	USD		
Seller's Year 1 EBITDA (B)	842,400		
Minus: PF EBITDA (A)	(936,000)		
Year 1 Incremental EBITDA (C=A-B)	-		Triggers floor of nil
Year 1 Incremental EBITDA (C)	-		
Multiple	2.00		
First Instalment Earn-out payment (T = C x 2.0)	-		Does not Trigger Year 1 Earn-out
Seller's Year 2 EBITDA (D)	1,263,600		
Minus: The greater of Year 1 EBITDA and LTM EBITDA (B)	(936,000)		
Year 2 Incremental EBITDA (E=D-B)	327,600		
Year 2 Incremental EBITDA (E)	327,600		
Multiple	2.00		
Second Instalment Earn-out payment (K = E x 2.0)	655,200		Triggers Year 2 Earn-out
Seller's Year 3 EBITDA (F)	1,895,400		
Minus: The greater of Year 2 EBITDA and LTM EBITDA (G)	(1,263,600)		
Year 3 Incremental EBITDA (H=F-G)	631,800		
Year 3 Incremental EBITDA (E)	631,800		
Multiple	2.00		
Third Instalment Earn-out payment (L = H x 2.0)	1,263,600		Triggers Year 3 Earn-out

IL VENTURES, LLC – KETTLEBELL KINGS SERIES

Exhibit 2 - Earn-out payments - Example 3

Scenario:
i) 50% YoY growth in Year 1 EBITDA 50%
ii) -50% YoY growth in Year 2 EBITDA -50%
iii) 100% YoY growth in Year 3 EBITDA 100%
Scenario triggers earn-out on the 1-year and 3-year anniversaries of the Closing

	USD	Notes
LTM EBITDA	936,000	
Earn-out Payment	USD	
Seller's Year 1 EBITDA (B)	1,404,000	
Minus: LTM EBITDA (A)	(936,000)	
Year 1 Incremental EBITDA (C=A-B)	468,000	
Year 1 Incremental EBITDA (C)	468,000	
Multiple	2.00	
First Instalment Earn-out payment (T = C x 2.0)	936,000	Triggers Year 1 Earn-out
Seller's Year 2 EBITDA (D)	702,000	
Minus: The greater of Year 1 EBITDA and LTM EBITDA (B)	(1,404,000)	
Year 2 Incremental EBITDA (E=D-B)	-	Triggers floor of nil
Year 2 Incremental EBITDA (E)	-	
Multiple	2.00	
Second Instalment Earn-out payment (K = E x 2.0)	-	Does not Trigger Year 2 Earn-out
Seller's Year 3 EBITDA (F)	1,404,000	
Minus: The greater of Year 2 EBITDA and LTM EBITDA (G)	(936,000)	
Year 3 Incremental EBITDA (H=F-G)	468,000	
Year 3 Incremental EBITDA (E)	468,000	
Multiple	2.00	
Third Instalment Earn-out payment (L = H x 2.0)	936,000	Triggers Year 3 Earn-out

IL VENTURES, LLC – KETTLEBELL KINGS SERIES

Exhibit 2 - Earn-out payments - Example 4

Scenario:			
i) 0% YoY growth in Year 1 EBITDA		-20%	
ii) 100% YoY growth in Year 2 EBITDA		100%	
iii) 0% YoY growth in Year 3 EBITDA		0%	
Scenario triggers earn-out on the 2-year anniversary of the Closing			
	USD		Notes
LTM EBITDA	936,000		
Earn-out Payment	USD		
Seller's Year 1 EBITDA (B)	748,800		
Minus: LTM EBITDA (A)	(936,000)		
Year 1 Incremental EBITDA (C=A-B)	-		Triggers floor of nil
Year 1 Incremental EBITDA (C)	-		
Multiple	2.00		
First Instalment Earn-out payment (T = C x 2.0)	-		Does not Trigger Year 1 Earn-out
Seller's Year 2 EBITDA (D)	1,497,600		
Minus: The greater of Year 1 EBITDA and LTM EBITDA (B)	(936,000)		
Year 2 Incremental EBITDA (E=D-B)	561,600		
Year 2 Incremental EBITDA (E)	561,600		
Multiple	2.00		
Second Instalment Earn-out payment (K = E x 2.0)	1,123,200		Triggers Year 2 Earn-out
Seller's Year 3 EBITDA (F)	1,497,600		
Minus: The greater of Year 2 EBITDA and LTM EBITDA (G)	(1,497,600)		
Year 3 Incremental EBITDA (H=F-G)	-		Triggers floor of nil
Year 3 Incremental EBITDA (E)	-		
Multiple	2.00		
Third Instalment Earn-out payment (L = H x 2.0)	-		Does not Trigger Year 3 Earn-out

IL VENTURES, LLC – KETTLEBELL KINGS SERIES

Exhibit 2 - Earn-out payments - Example 5

Scenario:	
i) -10% YoY growth in Year 1 EBITDA	-10%
ii) -10% YoY growth in Year 2 EBITDA	-10%
iii) -10% YoY growth in Year 3 EBITDA	-10%
Scenario does not trigger earn-out	

	USD	Notes
LTM EBITDA	936,000	
Earn-out Payment	USD	
Seller's Year 1 EBITDA (B)	842,400	
Minus: LTM EBITDA (A)	(936,000)	
Year 1 Incremental EBITDA (C=A-B)	-	Triggers floor of nil
Year 1 Incremental EBITDA (C)	-	
Multiple	2.00	
First Instalment Earn-out payment (T = C x 2.0)	-	Does not Trigger Year 1 Earn-out
Seller's Year 2 EBITDA (D)	758,160	
Minus: The greater of Year 1 EBITDA and LTM EBITDA (B)	(936,000)	
Year 2 Incremental EBITDA (E=D-B)	-	Triggers floor of nil
Year 2 Incremental EBITDA (E)	-	
Multiple	2.00	
Second Instalment Earn-out payment (K = E x 2.0)	-	Does not Trigger Year 2 Earn-out
Seller's Year 3 EBITDA (F)	682,344	
Minus: The greater of Year 2 EBITDA and LTM EBITDA (G)	(936,000)	
Year 3 Incremental EBITDA (H=F-G)	-	Triggers floor of nil
Year 3 Incremental EBITDA (E)	-	
Multiple	2.00	
Third Instalment Earn-out payment (L = H x 2.0)	-	Does not Trigger Year 3 Earn-out

APPENDIX 3**BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT**

THIS BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT (this "**Assignment**") is made and entered into effective as of November 1, 2021 (the "**Effective Date**"), by and between IL Ventures, LLC – Kettlebell Kings Series ("**KBK**"), a separate series of a Texas series limited liability company, and Factory 14 UK Acquisition VI Ltd., a limited liability company incorporated under the laws of England and Wales ("**Assignee**"). Jay Perkins, Chad Price, and Nehemiah Heard (collectively, "**Founders**"; together with KBK, collectively, "**Assignor**") hereby join in this Assignment for the purpose of assigning any interest they may have in or to Acquired Assets. Unless the context otherwise requires, any capitalized term used but not otherwise defined herein have the meanings provided in that certain Asset Purchase Agreement (the "**Purchase Agreement**") dated effective as of November 1, 2021, by and among Assignor and Assignee.

WITNESSETH:

WHEREAS, pursuant to the Purchase Agreement, KBK has agreed to transfer, assign, and convey to Assignee, all of Assignor's rights, title, and interests in and to the Acquired Assets, and Assignee has agreed to acquire all of the Acquired Assets and assume all of Assignor's duties, obligations, and liabilities under the Specifically Assumed Contracts and other Specifically Assumed Liabilities.

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

1. Transfer and Assignment. Assignor hereby grants, bargains, transfers, sells, assigns, and conveys to Assignee, free and clear of any mortgage, pledge, lien, charge, security interest, claim, or other encumbrance (other than Permitted Liens), all rights, title and interests of Assignor in and to the Acquired Assets to hold the same unto Assignee, and its successors and assigns, forever.

2. Excluded Assets. Notwithstanding the foregoing, the Purchased Assets do not include any of the Excluded Assets.

3. Assumption. Assignee hereby accepts the assignment set forth above and assumes all of Assignor's duties and obligations under the Specifically Assumed Contracts and other Specifically Assumed Liabilities and agrees to pay, perform and discharge, as and when due, all of the obligations of Seller under the Specifically Assumed Contracts and other Specifically Assumed Liabilities accruing on and after the Effective Date.

4. Terms of the Purchase Agreement. The terms of the Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements, and indemnities relating to the Acquired Assets and Specifically Assumed Liabilities, are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements, and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

5. Governing Law. This Assignment shall be governed by and construed in accordance with the internal laws of the State of Texas, without giving effect to any choice or conflict of law provision or rule (whether of the State of Texas or any other jurisdiction).

6. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same instrument. A signed

copy of this Assignment delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

7. Binding Effect. This Assignment will be binding upon and will inure to the benefit of the parties hereto and their respective successors and assigns.

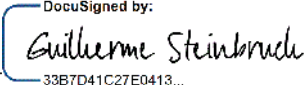
8. Further Assurances. Each of the parties hereto shall execute and deliver, at the reasonable request of the other party hereto, such additional documents, instruments, conveyances, and assurances and take such further actions as such other party may reasonably request to carry out the provisions hereof and give effect to the transactions contemplated by this Assignment.

[Signature Page Follows]

IN WITNESS WHEREOF,

ASSIGNEE

Factory 14 UK Acquisition VI Ltd

By:  DocuSigned by:
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Name: Guilherme Steinbruch

Title: Director

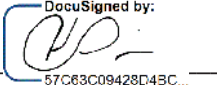
By:  DocuSigned by:
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Name: Marcos Ramirez

Title: Director

ASSIGNOR:

**IL Ventures, LLC – Kettlebell Kings Series,
a separate series of a Texas limited liability company**

By:  DocuSigned by:
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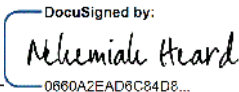
Name: Chad Price

Title: Manager

By:  DocuSigned by:
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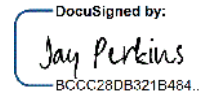
Name: Jay Perkins

Title: Manager

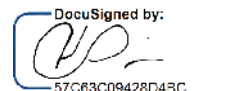
By:  DocuSigned by:
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Name: Nehemiah Heard

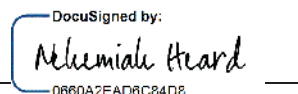
Title: Manager

 DocuSigned by:
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JAY PERKINS

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CHAD PRICE

 DocuSigned by:
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NEHEMIAH HEARD

APPENDIX 4

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This **INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT** (this “**IP Assignment Agreement**”), dated as of November 1, 2021, is made by and between:

- A. **IL Ventures, LLC – Kettlebell Kings Series**, a separate series of a Texas series limited liability company formed under the laws of the state of Texas, U.S.A., with the registered address of 16475 Dallas Parkway, Suite 400, Addison, Texas 75230 (“**Assignor**”);
- B. **Mr. Chad Price**, a national of U.S.A., residing at the address of 1801 Veneer, Austin, TX 78748, who is the ultimate owner of a 33.33% membership interest in the Assignor and is a manager of the Assignor (“**Mr. Price**”); **Mr. Jay Perkins**, a national of U.S.A., residing at the address of 2908 South 5th, #A, Austin, TX 78704, who is the ultimate owner of 33.33% of a membership interest in the Assignor and is a manager of the Assignor (“**Mr. Perkins**”); and **Mr. Nehemiah Heard**, a national of U.S.A., residing at the address of 4200 Scotland, #136, Houston, TX 77007, who is the ultimate owner of a 33.34% membership interest in the Assignor and is a manager of the Assignor (“**Mr. Heard**” and all jointly referred as “**Assignors**”); and
- C. **Factory 14 UK Acquisition VI Ltd**, a limited liability company incorporated under the laws of England and Wales, with the registered address of 11 Laura Place, Bath, BA2 4BL, United Kingdom (the “**Assignee**”)

WHEREAS, Assignee, Assignors, and certain other parties signatory thereto are parties to that certain Asset Purchase Agreement, dated as November 1, 2021 (the “**APA**”). Capitalized terms not otherwise defined herein shall have the meanings given to such terms in the APA.

WHEREAS, under the terms of the APA, Assignors have agreed to convey, transfer, and assign to Assignee, among other assets, the Intellectual Property Assets, and have agreed to execute and deliver this IP Assignment Agreement for recording with Governmental Authorities, including, but not limited to, the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions.

WHEREAS, in connection with the consummation of the transactions contemplated by the APA, Assignors hereby desire to convey, transfer, and assign to Assignee all of Assignors’ right, title, and interest in, to, and under all of the Intellectual Property Assets, and Assignee hereby desires accept from Assignors all of Assignors’ right, title, and interest in, to, and under all of the Intellectual Property Assets.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignment. Assignors hereby irrevocably convey, transfer, and assign to Assignee, free and clear of any encumbrances (other than Permitted Liens, if any), and Assignee hereby accepts, all of Assignors’ right, title, and interest in, to, and under the Intellectual Property Assets, including, without limitation:
 - a. all trade secrets, non-public know-how, discoveries, improvements, concepts, ideas, methods, processes, procedures, designs, plans, schematics, invention disclosure statements, drawings, formulae, technical data, specifications, research and development information, technology and product roadmaps and data bases and other proprietary or confidential information, including customer, supplier and mailing lists, in each case to the extent constituting Intellectual Property Assets;

- b. the trademark registrations and trademark applications set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof (the "**Assigned Trademarks**"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks;
 - c. the domain names set forth on Schedule 1 hereto; and
 - d. in the case of each of the foregoing:
 - i. all rights of any kind whatsoever of Assignors accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;
 - ii. any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
 - iii. any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, and/or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but not the obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.
2. Assignors' Use and Enjoyment. The rights, title and interest assigned under Section 1 above shall be for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignors if this IP Assignment Agreement had not been made.
 3. Remainder of Intellectual Property. Assignors hereby declare that, as to any of the assets, rights or interests intended to be included in the Intellectual Property Assets hereby conveyed, the title to which may not have passed to the Assignee by virtue of this Assignment or any transfer or assignment which may from time to time be executed and delivered pursuant to the provisions hereof, Assignors hold such assets, rights or interests in trust for the benefit of the Assignee to transfer and assign the same as the Assignee may from time to time direct. Assignors shall hold such asset or other right for the exclusive benefit of the Assignee and shall take any and all action with respect thereto as the Assignee may reasonably direct for the Assignee's account and benefit.
 4. Recordation. Assignors authorize the Commissioner for Patents, the Commissioner for Trademarks, and any other governmental officials to record and register, where applicable, this IP Assignment Agreement upon request by Assignee.
 5. Cooperation. Assignors agree to perform all commercially reasonable acts deemed necessary or desirable by the Assignee to permit and assist the Assignee, at the Assignee's expense, in obtaining and enforcing the full benefits, enjoyment, rights and title throughout the world in the Intellectual Property Assets, to be assigned, or licensed to the Assignee under this Agreement. Such acts may include, but are not limited to, execution of documents and assistance or cooperation (i) in the filing, prosecution, registration, and memorialization of assignment of any applicable patents, copyrights, trademark, mask work, or other applications, (ii) in the enforcement of any applicable patents, copyrights, trademark, mask work, moral rights, trade secrets, or other proprietary rights, and (iii) in other legal proceedings related to the Intellectual Property Assets. In the event that the Assignee is unable for any reason to secure Assignors' signature(s) to any document required to file, prosecute, register, or memorialize the assignment of any patent, copyright, trademark, mask work or other applications or to enforce any patent, copyright, mask work, moral right, trade secret or other proprietary right under any Intellectual Property Assets (including derivative works, improvements, renewals, extensions, continuations, divisionals, continuations in part,

continuing patent applications, reissues, and re-examinations of such Intellectual Property Assets), Assignors hereby irrevocably designate and appoint the Assignee and the Assignee's duly authorized officers and agents as Assignors' agents and attorneys-in-fact to act for and on Assignors' behalf and instead of Assignors, (i) to execute, file, prosecute, register and memorialize the assignment of any such application, (ii) to execute and file any documentation required for such enforcement, and (iii) to do all other lawfully permitted acts to further the filing, prosecution, registration, memorialization of assignment, issuance, and enforcement of patents, copyrights, mask works, moral rights, trade secrets or other rights under the Intellectual Property Assets, all with the same legal force and effect as if executed by Assignors.

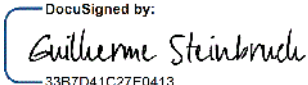
6. Terms of the APA. The terms of the APA, including, but not limited to, the representations, warranties, covenants, agreements, and indemnities relating to the Assigned Intellectual Property are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements, and indemnities contained in the APA shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the APA and the terms hereof, the terms of the APA shall govern.
7. Successors and Assigns. This IP Assignment Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
8. Governing Law. This IP Assignment Agreement shall be governed by and construed in accordance with the internal laws of the United States and the State of Texas without giving effect to any choice or conflict of law provision or rule (whether of the State of Texas or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Texas.
9. Counterparts. This IP Assignment Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this IP Assignment Agreement delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment Agreement.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this IP Assignment Agreement as of the date first above written.

ASSIGNEE

Factory 14 UK Acquisition VI Ltd

By:  DocuSigned by:
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Name: Guilherme Steinbruch

Title: Director

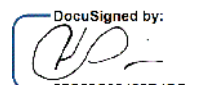
By:  DocuSigned by:
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Name: Marcos Ramirez

Title: Director

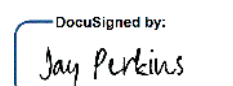
ASSIGNOR:

**IL Ventures, LLC – Kettlebell Kings Series,
a separate series of a Texas limited liability company**

By:  DocuSigned by:
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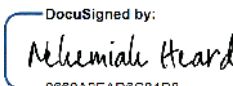
Name: Chad Price

Title: Manager

By:  DocuSigned by:
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Name: Jay Perkins

Title: Manager

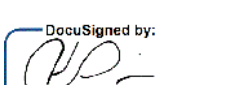
By:  DocuSigned by:
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Name: Nehemiah Heard

Title: Manager

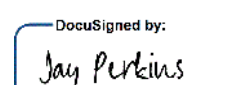
***** FOUNDERS AS ASSIGNORS**

Chad Price, as Founder

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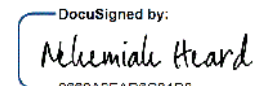
Founder

Jay Perkins, as Founder

By:  DocuSigned by:
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Founder

Nehemiah Heard, as Founder

By:  DocuSigned by:
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Founder

SCHEDULE 1 to the IP Assignment Agreement**Trademark Registrations**

Mark	Jurisdiction	Registration Number	Registration Date
Kettlebell Kings	USA	5457736	5/1/2018
Kettlebell Kings	Australia	1986631	1/31/19
Kettlebell Kings	USA	6516447	10/12/21
	USA	6518253	10/12/21
	USA	6518278	10/12/21

Trademark Applications

Mark	Jurisdiction	Status	Application Serial Number	Filing Date
Kettlebell Kings	Canada	Formalized; Awaiting Registration	1943570	01/30/2019

Domain Names

- competitionkettlebellreview.com
- kbkings.com
- kettlebellkingstexasopen.com
- kettlebellkingstexasopenchampionship.com
- kettlebellkings.biz
- kettlebellkings.co
- kettlebellkings.co.uk
- KETTLEBELLKINGS.COM
- kettlebellkings.com.au
- kettlebellkings.eu
- kettlebellkings.fr
- kettlebellkings.info
- kettlebellkings.mobi
- kettlebellkings.net
- kettlebellkings.net.au
- kettlebellkings.org
- kettlebellkings.org.au
- kettlebellkings.review
- kettlebellkings.reviews
- kettlebellkings.uk
- kettlebellkings.us

- kettlebellkingsaustralia.com
- kettlebellkingsreviews.com
- kettlebellkingstexasopen.com
- kettlebellkingstexasopenchampionship.com
- kettlebellphotos.com
- kettlebells.blog
- kettlebellworkoutphotos.com

APPENDIX 5
FOUNDER'S POST-CLOSING CONSULTING AGREEMENTS

[to be drafted separately]

CONSULTING AGREEMENT

This Consulting Agreement ("**Agreement**") sets forth terms under which **Mr. Jay Perkins**, an individual, having his residential address at 2908 South 5th, #A, Austin, TX 78704, USA, ("**Consultant**") will perform the services set forth below for **Factory 14 UK Acquisition VI Ltd** a limited liability company incorporated under the laws of England and Wales, with the registered address of 11 Laura Place, Bath, BA2 4BL, United Kingdom (the "**Company**"). This Agreement is effective as of November 1st 2021 ("**Effective Date**").

WHEREAS, pursuant to that certain Asset Purchase Agreement dated as of even date herewith, by and among Factory 14 UK Acquisition VI Ltd., IL Ventures, LLC – Kettlebell Kings Series, Chad Price, Jay Perkins, and Bubba Heard (the "**APA**"), the Company purchased all of the assets and business of IL Ventures, LLC – Kettlebell Kings Series, which was engaged in the business of selling kettlebells;

WHEREAS, the Company is engaged in the business of developing and selling kettlebells (the "**Business**"); and

WHEREAS, the Company desires to engage Consultant to provide the Services (hereinafter defined), and Consultant desires to provide such Services to the Company, on the terms set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and obligations set forth herein and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Consultant and the Company agree as follows:

1. Services; Payment; No Violation of Rights or Obligations.

1.1. Services. During the Term (as defined in **Exhibit A**), Consultant agrees to undertake and render the Services (as defined in **Exhibit A**), and to provide the Services with commercially reasonable care, skill and ability.

1.2. Payment. In full consideration for the Services and other matters under this Agreement (unless and except as expressly noted), the Company will pay Consultant the fee as set forth in **Exhibit A**. Consultant will assume full responsibility for the payment of all federal, state, and local taxes or contributions imposed or required under employment insurance, social security, workers' compensation, and income tax laws arising by reason of the performance of the Services.

1.3. No Violation of Rights or Obligations. Consultant will not (and will not permit others to) knowingly violate any agreement with or rights of any third party in connection with the Services or any activities with or for the Company. In addition, except as expressly authorised by the Company in writing hereafter, Consultant shall not use or disclose at any time a third party's confidential information or intellectual property in connection with the Services without known consent to do so and Company's approval and acceptance of such.

1.4. No Right to Assign/Subcontract. Unless and except to the extent, if any, otherwise specifically agreed upon by the Company in writing (and notwithstanding any other provision of this Agreement), all activity relating to Services will be performed by and only by Consultant.

1.5. Other Activities. During the Term, the Consultant shall devote sufficient time and attention as needed to perform the Services. Consultant may engage in any other business, trade,



profession, or other activity that does not constitute a "Competing Business" (as defined in the APA).

1.6. Group Companies. At any time during or after the term of this Agreement, Company may share, grant or assign any of its rights, interests or obligations under and related to this Agreement to any Group Company (as defined), especially with respect to its rights and interests in and to any Inventions or Proprietary Information, each as defined below. For purposes of this Agreement, a "**Group Company**" means any undertaking which is a parent undertaking of the Company or a subsidiary undertaking of the Company or of any such parent undertaking.

2. Ownership Rights; Proprietary Information; Intellectual Property Warranties; Publicity.

2.1. Ownership Rights. The Company shall own all right, title and interest (including all intellectual property rights of any sort throughout the world) in and to all documents, work product, and other materials that are delivered to the Company under this Agreement or prepared by Consultant in the course of performing Services (collectively, "**Work Product**"), as well as all inventions, works of authorship, designs, logos, know-how, trade secrets, trade names, trademarks, copyrights, patents, ideas, information and other intellectual property made or conceived or reduced to practice, in whole or in part which directly relate to the Business by Consultant during the Term of this Agreement (together with the Work Product, collectively, "**Inventions**"). Consultant shall take any and all further actions, if any, to make any and all further assignments necessary to accomplish the foregoing assignment of ownership.

2.2. Inventions. Consultant shall notify Company in writing with full details of any Inventions promptly on their creation and to keep confidential details of all such Inventions. Whenever requested to do so by the Company, and in any event on the termination of this Agreement or completion of Services under Exhibit A, whichever is earlier, Consultant shall promptly deliver to Company all correspondence, documents, papers and records on all media (and all copies or abstracts of them), recording or relating to any part of the Inventions and the process of their creation which are in Consultant's possession, custody or power.

2.3. Execution of Documents; Assistance. Consultant shall assist the Company, at the Company's expense, to further evidence, record and perfect such assignments, and to perfect, obtain, maintain, enforce and defend any rights assigned.

2.4. Power of Attorney. Consultant hereby irrevocably designates and appoints the Company as its agent with a power of attorney, coupled with an interest, at the Company's sole cost and expense, to act for and on Consultant's behalf to execute and file any document and to do all other lawfully permitted acts to accomplish the assignments set forth herein with the same legal force and effect as if executed by Consultant, however, for clarity's sake, solely as it pertains to Company obtaining or enforcing its rights in or to any Inventions, if any; provided, however, that the Company shall not take any action pursuant to this power of attorney (including executing or filing any document) unless the Company has first delivered a written notice to Consultant specifying the action (including execution of documents) that the Company proposes to take pursuant to this power of attorney and requesting that Consultant take such action, and Consultant has failed or refused to do so for a period of three (3) days following receipt of such notice.

2.5. Proprietary Information. Consultant hereby agrees that all Inventions and all other Confidential Information (hereinafter defined) of the Company during the period that Consultant is providing the Services that relate to the Company or the business of the Company is "**Proprietary Information.**"



2.6. Intellectual Property Registration. Consultant shall not register nor attempt to register any of the intellectual property rights in the Inventions unless requested to do so by the Company and then in such a case, only in accordance with the Company's express written instructions.

2.7. Intellectual Property Warranty. Consultant warrants to the Company that:

2.7.1. All work under this Agreement shall be Consultant's original work and none of the Services or Inventions nor any development, use, production, distribution or exploitation thereof will infringe, misappropriate or violate any intellectual property or other right of any person or entity (including, without limitation, Consultant);

2.7.2. Consultant has not given and will not give permission to any third party to use any of the Inventions, nor any of the intellectual property rights in or related to the Inventions; and

2.7.3. Consultant is unaware of any use by any third party of any of the Inventions or intellectual property rights in or to the Inventions.

2.7.4. License Rights. Consultant will not use any third-party intellectual property or technology (which is not owned or licensed by the Company) in performance of the Services or incorporate such into any Invention, without Company's prior consent. If any third party intellectual property or technology is used by Consultant to perform the Services or incorporated into any Inventions which cannot be assigned to Company as required above, Consultant hereby grants the Company and its successors a perpetual, irrevocable, worldwide, royalty-free, non-exclusive, sublicensable right and license to exploit such technology and exercise all such intellectual property rights ("Use") in support of the Company's exercise or exploitation of the Services, Inventions, other work or information performed or provided hereunder, or any assigned rights (including any modifications, improvements and derivatives of any of them). If Consultant does not have the right to grant such a license, Consultant shall procure such a license for the Company or its designee.

2.8. Confidentiality.

2.8.1. Consultant acknowledges that, during the Term, Consultant will have access to non-public, confidential, or proprietary information, including, without limitation, trade secrets, technology, and information pertaining to Inventions, Business operations and strategies, customers, pricing, marketing, sourcing, and personnel of the Company, in each case whether spoken, written, printed, electronic, or in any other form or medium (collectively, the "**Confidential Information**"). Any Confidential Information that Consultant receives or develops in the performance of the Services, including, but not limited to, any Work Product, shall be subject to the terms and conditions of this Section 2.8. Except as provided in Section 2.8.3, Consultant agrees: (a) to treat all Confidential Information as strictly confidential; (b) not to use any Confidential Information for any purpose except as required in the performance of the Services or to perform Consultant's obligations or exercise his rights under this Agreement; and (c) not to disclose Confidential Information or permit it to be disclosed, in whole or part, to any third party without the prior written consent of the Company in each instance, except to Consultant's attorneys, advisors, and accountants who (i) need to know the Confidential Information to assist Consultant, or act on its behalf, to exercise his rights under the Agreement, (ii) are



informed by Consultant of the confidential nature of the Confidential Information, and (iii) are subject to confidentiality duties or obligations to Consultant that are no less restrictive than the terms and conditions of this Agreement.

2.8.2. Notwithstanding any provision herein to the contrary, the term Confidential Information shall not include information that: (a) at the time of disclosure is, or thereafter becomes, generally available to and known by the public other than as a result of any breach of this Agreement by Consultant or his representatives; (b) at the time of disclosure is, or thereafter becomes, available to Consultant on a non-confidential basis from a third-party source, provided that such third party is not and was not prohibited from disclosing such Confidential Information to Consultant by any legal or contractual obligation; or (c) was or is independently developed by Consultant without reference to or use of, in whole or in part, any of the Company's Confidential Information.

2.8.3. Disclosure by Consultant of any of the Company's Confidential Information as required under applicable federal, state, or local law, regulation or a under a valid order issued by a court or governmental agency of competent jurisdiction shall be subject to the terms of this Section 2.8.3. Prior to making any such disclosure, Consultant shall make commercially reasonable efforts to provide the Company with: (a) prompt written notice of such requirement so that the Company may seek, at the Company's sole cost and expense, a protective order or other remedy; and (b) reasonable assistance, at the Company's sole cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure.

2.9. Copies. Upon termination or as otherwise requested by the Company, Consultant will promptly provide to the Company all items and copies containing or embodying Proprietary Information (and immediately and permanently destroy any copies Consultant has of such information), provided that Consultant may keep its personal copies of its compensation records and this Agreement.

2.10. No Expectation of Privacy. Consultant also recognizes and agrees that Consultant has no expectation of privacy with respect to the Company's telecommunications, networking or information processing systems (including, without limitation, stored computer files, email messages and voice messages) and that Consultant's activity, and any files or messages, on or using any of those systems may be monitored at any time without notice in compliance with applicable law.

2.11. Publicity Rights. Subject to receiving Consultant's express prior written permission, the Company may use Consultant's name in connection with promotion of its business, products or services.

3. Data Protection.

3.1. Data Protection. The Consultant consents to the Company holding and processing data relating to it for legal, personnel, administrative and management purposes and in particular to the processing of any "sensitive personal data" (as defined under Regulation (EU) 2016/679 (GDPR) and/or such legislation as may give effect to its terms in Luxembourg) relating to the Consultant including, as appropriate:

- 3.1.1. information about the Consultant's physical or mental health or condition solely for purposes of monitoring sickness absence;
- 3.1.2. the Consultant's racial or ethnic origin or religious or similar beliefs solely for purposes of monitoring compliance with equal opportunities legislation; and



3.1.3. information relating to any criminal proceedings in which the Consultant has been involved, for insurance purposes and in order to comply with legal requirements and obligations to third parties.

3.2. Disclosure of Data. The Consultant consents to the Company making such information available to any Group Company and those who provide products or services to the Company such as advisers, regulatory authorities, governmental or quasi-governmental organisations and potential purchasers of the Company or any part of its business, provided that (i) the Company shall require any party receiving such information to maintain the confidentiality of such information, and (ii) the Company shall be responsible for any unauthorized disclosure of such information by any any Group Company and those who provide products or services to the Company.

3.3. Transfer of Consultant's Data. The Consultant consents to the transfer of such information to the Company's business contacts outside the European Economic Area for the authorized purposes described in this Section 3, subject to the limitations, requirements, and conditions set forth in Section 3.2.

3.4. Compliance with Data Protection Act. The Consultant shall comply with the Company's data protection policies and relevant obligations under applicable US law and associated codes of practice, all to the extent disclosed in writing by the Company to Consultant, when processing personal data relating to any employee, worker, customer, client, supplier or agent of the Company.

4. Warranties and Covenants

4.1. Performance Standards. Consultant covenants and warrants that the Services will be performed in a professional and workmanlike manner and that none of such Services nor any part of this Agreement is or will be inconsistent with any obligation Consultant may have to others.

4.2. Due Authority. Consultant covenants and warrants that he has the full right to allow him to provide the Company with the assignments and rights provided for herein (and has written enforceable agreements with all persons necessary to give him the rights to do the foregoing and otherwise fully perform this Agreement).

4.3. Compliance with Laws. Consultant covenants and warrants that he shall comply with all applicable laws and the Company safety rules in the course of performing the Services;

4.4. Rights. Consultant covenants and warrants that if his work requires a license or other permission, Consultant has obtained that license or permission and the license or permission is in full force and effect as at the Effective Date of this Agreement and at any time when Services are being performed.

5. Term and Termination.

5.1. Term. This Agreement will commence on the Effective Date and continue for the Term (as defined in **Exhibit A**), unless as otherwise terminated or set forth under this Agreement. This Agreement will terminate on the last day of the Term.

5.2. Without Cause by Either Party. Company may terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice. The Consultant may terminate this Agreement at any time, with or without cause, upon sixty (60) days' written notice. In the event termination by Company is without cause, Company shall upon such termination pay Consultant all unpaid, undisputed amounts



due for the Services completed through the date of such termination.

5.3. For Cause. If either party breaches a material provision of this Agreement, the other party may terminate this Agreement upon ten (10) days' written notice, unless the breach is cured within the notice period, provided that, if such breach cannot reasonably be cured during such ten (10) day period, but the breaching party has commenced the cure within such ten (10) day period and thereafter is diligently pursuing such cure to completion, then the total aggregate cure period shall extend to thirty (30) days. Notwithstanding the foregoing, this Agreement may be terminated with immediate effect, by the Company upon the Company notifying Consultant of such termination if at any time the Consultant:

- 5.3.1. commits any intentional misconduct or gross negligence affecting the business of the Company;
- 5.3.2. commits any material breach or non-observance of any of the provisions of this Agreement beyond any applicable cure period;
- 5.3.3. is convicted of any criminal offence which brings or is likely to bring the Company into disrepute;
- 5.3.4. is incapacitated (including by reason of illness or accident) from providing the Services for an aggregate period of thirty (30) days in any 10 -week consecutive period; or
- 5.3.5. commits any material breach of the Company's policies and procedures which have been provided in writing by the Company to Consultant and such breach has not been cured within ten (10) days following the Company's delivery of written notice of such breach to Consultant; provided that, if such breach cannot reasonably be cured during such ten (10) day period, but the breaching party has commenced the cure within such ten (10) day period and thereafter is diligently pursuing such cure to completion, then the total aggregate cure period shall extend to thirty (30) days.

5.4. Effect of Termination. Upon termination of this Agreement, Consultant shall:

- 5.4.1. immediately deliver to the Company all Company property, including any Proprietary Information as required under Section 2.10, in its possession or under its control and irretrievably delete any information relating to the Company stored on any magnetic or optical disk or memory and all matter derived from such sources which is in Consultant's possession or under its control outside the premises of the Company; and
- 5.4.2. if requested, provide a signed statement that Consultant has complied fully with its obligations under this clause.
- 5.5. Final Payment. In the event this Agreement is terminated for any reason, the Company shall pay Consultant all fees (as set out in **Exhibit A**) earned by Consultant pursuant to Section 2.1 up to and including the day this Agreement is terminated (prorated for partial months during the month of termination), within fifteen (15) days following such termination.

5.6. Survival. Section 2-5, 6.2, 7 through 10 of this Agreement and any remedies for breach of this Agreement shall survive any termination or expiration. The Company may communicate the surviving obligations contained in this Agreement to any other (or potential) client or employer of Consultant.

6. Relationship of the Parties and Related Matters.



6.1. Independent Consultant.

6.1.1. Notwithstanding any provision hereof, Consultant is an independent contractor and is not an employee, agent, partner or joint venturer of the Company, and Consultant shall not bind nor attempt to bind the Company to any contract or commit it to any obligation (including with regard to incurring any expenditures in the name of or for the account of Company) or hold itself out as having the right to do so, without the Company's prior written consent.

6.1.2. Consultant shall accept any directions issued by the Company pertaining to the goals to be attained and the results to be achieved by Consultant, but Consultant shall be solely responsible for the manner, location and hours in which the Services are performed under this Agreement.

6.2. No Employee Benefits.

6.2.1. Consultant shall not be eligible to participate in any of the Company's employee benefit schemes, plans, insurance arrangements or similar programs. Consultant shall be fully responsible for and shall indemnify the Company for and in respect of any liability arising from any employment-related claim or any claim based on worker status (including reasonable attorney's costs and expenses) brought by any employee or contractor of Consultant against the Company arising out of or in connection with the provision of the Services.

6.2.2. The Company shall not be responsible for withholding or paying any income, payroll, Social Security, or other taxes or making any contributions for unemployment compensation coverage or any other statutory or social benefit to Consultant. Consultant shall be fully responsible for, and shall indemnify the Company against, all such taxes and contributions, where the recovery is not prohibited by law. Consultant shall comply at Consultant's expense with all applicable laws with regard to itself.

7. **Indemnification; Limitation of Liability**

7.1. General Indemnity. Consultant will indemnify the Company, its officers, directors, representatives, agents and any Group Companies (the "Indemnified Parties"), and hold such harmless from and against any and all liabilities, losses, penalties, damages and expenses, including reasonable lawyer's fees and costs of suit ("Losses"), arising out of or resulting from any claim, lawsuit, or action asserted or brought against an Indemnified Party by any person who is not affiliated with Indemnified Parties, to the extent arising out of (a) any breach of this Agreement by Consultant or (b) any fraudulent or wilful misconduct by Consultant in the provision of the Services; provided, however, that Consultant shall not be required to so indemnify or hold harmless any Indemnified Parties with respect to any Losses that result or arise from, in whole or in part, an Indemnified Party's or its personnel's (i) negligence or more culpable act or omission (including recklessness or willful misconduct) or (ii) bad faith failure to comply with any of its obligations set forth in this Agreement.

7.2. Infringement Indemnity. The Consultant hereby agrees to indemnify the Indemnified Parties and hold such harmless from and against all Losses, or for which the Indemnified Parties may become liable, with respect to any intellectual property infringement claim or other claim relating to the



Inventions supplied by the Consultant to Company during the course of providing the Services.

7.3. [Intentionally Omitted].

7.4. Procedural Requirements. The Company shall provide Consultant reasonably prompt notice of any such claim or action for which Consultant has an indemnification obligation pursuant to Section 7.1. Consultant shall have primary control of the defence and the Company agrees to provide reasonable cooperation in the defence of such claim or action. The Company has the right to participate in the defence of any such claim at its expense.

7.5. MAXIMUM LIABILITY. IN NO EVENT SHALL CONSULTANT'S LIABILITY TO THE COMPANY FOR ANY LOSSES ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE) EXCEED THE TOTAL OF ALL FEES PAID TO CONSULTANT PURSUANT TO THIS AGREEMENT IN THE TWELVE (12) MONTH PERIOD PRECEDING (A) THE DATE CONSULTANT RECEIVES THE NOTICE SET FORTH IN SECTION 7.3 HEREIN (WITH RESPECT TO INDEMNITY FOR THIRD-PARTY CLAIMS) OR (B) THE EVENT GIVING RISE TO SUCH LOSSES (WITH RESPECT TO DIRECT CLAIMS BY THE COMPANY OR GROUP COMPANIES).

7.6. NO LIABILITY FOR CERTAIN DAMAGES. IN NO EVENT SHALL CONSULTANT BE LIABLE TO THE COMPANY OR ANY OTHER PERSON FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES ARISING OUT OF OR RELATING THIS AGREEMENT, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT THE OTHER PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

8. Assignment.

8.1. Nature of Services. This Agreement and the Services contemplated hereunder are personal to Consultant.

8.2. Assignment. Consultant shall not have the right or ability to assign, transfer or subcontract any rights or obligations under this Agreement without the written consent of the Company. Any attempt to do so shall be void. The Company may fully assign, delegate and transfer this Agreement in whole or part.

9. Notice.

9.1. Procedure. All notices under this Agreement shall be in writing and shall be deemed given to the party to be notified when: (a) personally delivered to the party or (b) two Business Days following deposit with an internationally recognized overnight courier.

9.2. Business Day. A "**Business Day**" means any day which is not a Saturday, Sunday, or legal holiday in Austin.

9.3. Changes. Each party to this Agreement may change its location for notice under this Agreement by giving notice to the other party in accordance with the notice provisions contained in this clause.

10. Miscellaneous.



10.1. Injunctive Relief. Any breach of Section 2 may cause irreparable harm to the Company for which damages may not be an adequate remedy. As a result, the Company shall be entitled to seek injunctive relief with respect thereto in addition to any other remedies available under this Agreement.

10.2. Waiver. The failure of either party to enforce its rights under this Agreement at any time for any period shall not be construed as a waiver of such rights. No changes or modifications or waivers to this Agreement will be effective unless in writing and signed by both parties.

10.3. Severable. In the event that any provision of this Agreement shall be determined to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable.

10.4. Governing Law. This Agreement will be deemed to have been made in and shall be construed pursuant to the laws of the State of Texas. The parties irrevocably agree that the courts of the State of Texas shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

10.5. Headings. Headings herein are for convenience of reference only and shall in no way affect interpretation of the Agreement.

10.6. Successors and Assigns. This Agreement is binding on and inures to the benefit of the Company, the Group Company (who shall be express beneficiaries of the terms of this Agreement that are expressly applicable to it), and Consultant and their respective successors and permitted assigns

[rest of the page left intentionally blank; signatures to follow]

Mr. Jay Perkins
(Consultant)

By: _____

DocuSigned by:
Jay Perkins
BCCC28DB321B484...

Factory 14
(Company)

By: _____

Name: Guilherme Steinbruch
Title: Manager

By: _____

Name: Marcos Ramirez
Title: Manager

DocuSigned by:
Guilherme Steinbruch
33B7D41C27E0413...

DocuSigned by:
Marcos Ramirez
E995A9A8D85043B...



EXHIBIT A

A. SERVICES.

- The Services to be provided by Consultant under this Agreement shall consist of the following:
 - Directing the Kettlebell Kings team,
 - Strategic business advice and planning,
 - Product management & launches,
 - Development of product pipeline,
 - Marketing strategy and planning,
 - Liaising and managing suppliers, sourcing agent & service partners,
 - Overseeing supply chain management,
 - Performance reporting liaising with service partners,
 - Logistics and inventory management, and
 - Such other services as the parties may mutually agree upon in writing.
- The location where the Services are to be performed shall be determined by Consultant, and the Company acknowledges that all such Services may be performed remotely.
- Consultant will maintain adequate communication with the Company and adhere to any reasonable management reporting procedures implemented.

B. TERM AND EXPECTATION OF HOURS.

1. The term (the "Initial Term") of this Agreement shall commence on the Effective Date and continue until the first anniversary of the Effective Date, unless earlier terminated as provided in this Agreement. Upon expiration of the Initial Term, this Agreement automatically renews for additional successive one (1) year terms unless either party provides written notice of nonrenewal to the other party at least thirty (30) days prior to the end of the then-current term (each a "Renewal Term" and together with the Initial Term, the "Term"), or unless and until sooner terminated as provided under this Agreement. During the Term, Consultant will devote sufficient time to performing the Services in a manner consistent with timing expectations as may be mutually agreed upon by Consultant and the Company. The parties anticipate Consultant will devote an average of forty (40) hours per week to the Services, provided that Consultant will not be expected to provide Services on US holidays. Consultant and Company agree that there may be certain periods during the Term (not to exceed a total of six (6) weeks in a given year during the Term) during which Consultant will not be actively providing Services, provided that, during such time periods, Consultant shall make arrangements to respond to any requests as to Services within a reasonable time.

- C. FEES AND EXPENSES.** During the Initial Term and the first Renewal Term (if applicable) months after the first automatic renewal, in full consideration for the Services and other matters under this Agreement, the Company will pay the Consultant a fee of **\$8,333.34** per month exclusive of VAT, if applicable. Commencing with the second Renewal Term (if applicable), the Company will pay the Consultant a fee of **\$6,250** per month exclusive of VAT, if applicable. All fees shall be paid to Consultant within ten (10) days following the end of the month in which the fees are earned.

CONSULTING AGREEMENT

This Consulting Agreement ("**Agreement**") sets forth terms under which **Mr. Chad Price**, an individual, having his residential address at 1801 Veneer, Austin, TX 78748, USA, ("**Consultant**") will perform the services set forth below for **Factory 14 UK Acquisition VI Ltd** a limited liability company incorporated under the laws of England and Wales, with the registered address of 11 Laura Place, Bath, BA2 4BL, United Kingdom (the "**Company**"). This Agreement is effective as of November 1st 2021 ("**Effective Date**").

WHEREAS, pursuant to that certain Asset Purchase Agreement dated as of even date herewith, by and among Factory 14 UK Acquisition VI Ltd., IL Ventures, LLC – Kettlebell Kings Series, Chad Price, Jay Perkins, and Bubba Heard (the "**APA**"), the Company purchased all of the assets and business of IL Ventures, LLC – Kettlebell Kings Series, which was engaged in the business of selling kettlebells;

WHEREAS, the Company is engaged in the business of developing and selling kettlebells (the "**Business**"); and

WHEREAS, the Company desires to engage Consultant to provide the Services (hereinafter defined), and Consultant desires to provide such Services to the Company, on the terms set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and obligations set forth herein and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Consultant and the Company agree as follows:

1. Services; Payment; No Violation of Rights or Obligations.

1.1. Services. During the Term (as defined in **Exhibit A**), Consultant agrees to undertake and render the Services (as defined in **Exhibit A**), and to provide the Services with commercially reasonable care, skill and ability.

1.2. Payment. In full consideration for the Services and other matters under this Agreement (unless and except as expressly noted), the Company will pay Consultant the fee as set forth in **Exhibit A**. Consultant will assume full responsibility for the payment of all federal, state, and local taxes or contributions imposed or required under employment insurance, social security, workers' compensation, and income tax laws arising by reason of the performance of the Services.

1.3. No Violation of Rights or Obligations. Consultant will not (and will not permit others to) knowingly violate any agreement with or rights of any third party in connection with the Services or any activities with or for the Company. In addition, except as expressly authorised by the Company in writing hereafter, Consultant shall not use or disclose at any time a third party's confidential information or intellectual property in connection with the Services without known consent to do so and Company's approval and acceptance of such.

1.4. No Right to Assign/Subcontract. Unless and except to the extent, if any, otherwise specifically agreed upon by the Company in writing (and notwithstanding any other provision of this Agreement), all activity relating to Services will be performed by and only by Consultant.

1.5. Other Activities. During the Term, the Consultant shall devote sufficient time and attention as needed to perform the Services. Consultant may engage in any other business, trade,



profession, or other activity that does not constitute a "Competing Business" (as defined in the APA).

1.6. Group Companies. At any time during or after the term of this Agreement, Company may share, grant or assign any of its rights, interests or obligations under and related to this Agreement to any Group Company (as defined), especially with respect to its rights and interests in and to any Inventions or Proprietary Information, each as defined below. For purposes of this Agreement, a "**Group Company**" means any undertaking which is a parent undertaking of the Company or a subsidiary undertaking of the Company or of any such parent undertaking.

2. Ownership Rights; Proprietary Information; Intellectual Property Warranties; Publicity.

2.1. Ownership Rights. The Company shall own all right, title and interest (including all intellectual property rights of any sort throughout the world) in and to all documents, work product, and other materials that are delivered to the Company under this Agreement or prepared by Consultant in the course of performing Services (collectively, "**Work Product**"), as well as all inventions, works of authorship, designs, logos, know-how, trade secrets, trade names, trademarks, copyrights, patents, ideas, information and other intellectual property made or conceived or reduced to practice, in whole or in part which directly relate to the Business by Consultant during the Term of this Agreement (together with the Work Product, collectively, "**Inventions**"). Consultant shall take any and all further actions, if any, to make any and all further assignments necessary to accomplish the foregoing assignment of ownership.

2.2. Inventions. Consultant shall notify Company in writing with full details of any Inventions promptly on their creation and to keep confidential details of all such Inventions. Whenever requested to do so by the Company, and in any event on the termination of this Agreement or completion of Services under Exhibit A, whichever is earlier, Consultant shall promptly deliver to Company all correspondence, documents, papers and records on all media (and all copies or abstracts of them), recording or relating to any part of the Inventions and the process of their creation which are in Consultant's possession, custody or power.

2.3. Execution of Documents; Assistance. Consultant shall assist the Company, at the Company's expense, to further evidence, record and perfect such assignments, and to perfect, obtain, maintain, enforce and defend any rights assigned.

2.4. Power of Attorney. Consultant hereby irrevocably designates and appoints the Company as its agent with a power of attorney, coupled with an interest, at the Company's sole cost and expense, to act for and on Consultant's behalf to execute and file any document and to do all other lawfully permitted acts to accomplish the assignments set forth herein with the same legal force and effect as if executed by Consultant, however, for clarity's sake, solely as it pertains to Company obtaining or enforcing its rights in or to any Inventions, if any; provided, however, that the Company shall not take any action pursuant to this power of attorney (including executing or filing any document) unless the Company has first delivered a written notice to Consultant specifying the action (including execution of documents) that the Company proposes to take pursuant to this power of attorney and requesting that Consultant take such action, and Consultant has failed or refused to do so for a period of three (3) days following receipt of such notice.

2.5. Proprietary Information. Consultant hereby agrees that all Inventions and all other Confidential Information (hereinafter defined) of the Company during the period that Consultant is providing the Services that relate to the Company or the business of the Company is "**Proprietary Information**."



2.6. Intellectual Property Registration. Consultant shall not register nor attempt to register any of the intellectual property rights in the Inventions unless requested to do so by the Company and then in such a case, only in accordance with the Company's express written instructions.

2.7. Intellectual Property Warranty. Consultant warrants to the Company that:

2.7.1. All work under this Agreement shall be Consultant's original work and none of the Services or Inventions nor any development, use, production, distribution or exploitation thereof will infringe, misappropriate or violate any intellectual property or other right of any person or entity (including, without limitation, Consultant);

2.7.2. Consultant has not given and will not give permission to any third party to use any of the Inventions, nor any of the intellectual property rights in or related to the Inventions; and

2.7.3. Consultant is unaware of any use by any third party of any of the Inventions or intellectual property rights in or to the Inventions.

2.7.4. License Rights. Consultant will not use any third-party intellectual property or technology (which is not owned or licensed by the Company) in performance of the Services or incorporate such into any Invention, without Company's prior consent. If any third party intellectual property or technology is used by Consultant to perform the Services or incorporated into any Inventions which cannot be assigned to Company as required above, Consultant hereby grants the Company and its successors a perpetual, irrevocable, worldwide, royalty-free, non-exclusive, sublicensable right and license to exploit such technology and exercise all such intellectual property rights ("Use") in support of the Company's exercise or exploitation of the Services, Inventions, other work or information performed or provided hereunder, or any assigned rights (including any modifications, improvements and derivatives of any of them). If Consultant does not have the right to grant such a license, Consultant shall procure such a license for the Company or its designee.

2.8. Confidentiality.

2.8.1. Consultant acknowledges that, during the Term, Consultant will have access to non-public, confidential, or proprietary information, including, without limitation, trade secrets, technology, and information pertaining to Inventions, Business operations and strategies, customers, pricing, marketing, sourcing, and personnel of the Company, in each case whether spoken, written, printed, electronic, or in any other form or medium (collectively, the "**Confidential Information**"). Any Confidential Information that Consultant receives or develops in the performance of the Services, including, but not limited to, any Work Product, shall be subject to the terms and conditions of this Section 2.8. Except as provided in Section 2.8.3, Consultant agrees: (a) to treat all Confidential Information as strictly confidential; (b) not to use any Confidential Information for any purpose except as required in the performance of the Services or to perform Consultant's obligations or exercise his rights under this Agreement; and (c) not to disclose Confidential Information or permit it to be disclosed, in whole or part, to any third party without the prior written consent of the Company in each instance, except to Consultant's attorneys, advisors, and accountants who (i) need to know the Confidential Information to assist Consultant, or act on its behalf, to exercise his rights under the Agreement, (ii) are



informed by Consultant of the confidential nature of the Confidential Information, and (iii) are subject to confidentiality duties or obligations to Consultant that are no less restrictive than the terms and conditions of this Agreement.

2.8.2. Notwithstanding any provision herein to the contrary, the term Confidential Information shall not include information that: (a) at the time of disclosure is, or thereafter becomes, generally available to and known by the public other than as a result of any breach of this Agreement by Consultant or his representatives; (b) at the time of disclosure is, or thereafter becomes, available to Consultant on a non-confidential basis from a third-party source, provided that such third party is not and was not prohibited from disclosing such Confidential Information to Consultant by any legal or contractual obligation; or (c) was or is independently developed by Consultant without reference to or use of, in whole or in part, any of the Company's Confidential Information.

2.8.3. Disclosure by Consultant of any of the Company's Confidential Information as required under applicable federal, state, or local law, regulation or a under a valid order issued by a court or governmental agency of competent jurisdiction shall be subject to the terms of this Section 2.8.3. Prior to making any such disclosure, Consultant shall make commercially reasonable efforts to provide the Company with: (a) prompt written notice of such requirement so that the Company may seek, at the Company's sole cost and expense, a protective order or other remedy; and (b) reasonable assistance, at the Company's sole cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure.

2.9. Copies. Upon termination or as otherwise requested by the Company, Consultant will promptly provide to the Company all items and copies containing or embodying Proprietary Information (and immediately and permanently destroy any copies Consultant has of such information), provided that Consultant may keep its personal copies of its compensation records and this Agreement.

2.10. No Expectation of Privacy. Consultant also recognizes and agrees that Consultant has no expectation of privacy with respect to the Company's telecommunications, networking or information processing systems (including, without limitation, stored computer files, email messages and voice messages) and that Consultant's activity, and any files or messages, on or using any of those systems may be monitored at any time without notice in compliance with applicable law.

2.11. Publicity Rights. Subject to receiving Consultant's express prior written permission, the Company may use Consultant's name in connection with promotion of its business, products or services.

3. Data Protection.

3.1. Data Protection. The Consultant consents to the Company holding and processing data relating to it for legal, personnel, administrative and management purposes and in particular to the processing of any "sensitive personal data" (as defined under Regulation (EU) 2016/679 (GDPR) and/or such legislation as may give effect to its terms in Luxembourg) relating to the Consultant including, as appropriate:

- 3.1.1. information about the Consultant's physical or mental health or condition solely for purposes of monitoring sickness absence;
- 3.1.2. the Consultant's racial or ethnic origin or religious or similar beliefs solely for purposes of monitoring compliance with equal opportunities legislation; and



3.1.3. information relating to any criminal proceedings in which the Consultant has been involved, for insurance purposes and in order to comply with legal requirements and obligations to third parties.

3.2. Disclosure of Data. The Consultant consents to the Company making such information available to any Group Company and those who provide products or services to the Company such as advisers, regulatory authorities, governmental or quasi-governmental organisations and potential purchasers of the Company or any part of its business, provided that (i) the Company shall require any party receiving such information to maintain the confidentiality of such information, and (ii) the Company shall be responsible for any unauthorized disclosure of such information by any any Group Company and those who provide products or services to the Company.

3.3. Transfer of Consultant's Data. The Consultant consents to the transfer of such information to the Company's business contacts outside the European Economic Area for the authorized purposes described in this Section 3, subject to the limitations, requirements, and conditions set forth in Section 3.2.

3.4. Compliance with Data Protection Act. The Consultant shall comply with the Company's data protection policies and relevant obligations under applicable US law and associated codes of practice, all to the extent disclosed in writing by the Company to Consultant, when processing personal data relating to any employee, worker, customer, client, supplier or agent of the Company.

4. Warranties and Covenants

4.1. Performance Standards. Consultant covenants and warrants that the Services will be performed in a professional and workmanlike manner and that none of such Services nor any part of this Agreement is or will be inconsistent with any obligation Consultant may have to others.

4.2. Due Authority. Consultant covenants and warrants that he has the full right to allow him to provide the Company with the assignments and rights provided for herein (and has written enforceable agreements with all persons necessary to give him the rights to do the foregoing and otherwise fully perform this Agreement).

4.3. Compliance with Laws. Consultant covenants and warrants that he shall comply with all applicable laws and the Company safety rules in the course of performing the Services;

4.4. Rights. Consultant covenants and warrants that if his work requires a license or other permission, Consultant has obtained that license or permission and the license or permission is in full force and effect as at the Effective Date of this Agreement and at any time when Services are being performed.

5. Term and Termination.

5.1. Term. This Agreement will commence on the Effective Date and continue for the Term (as defined in **Exhibit A**), unless as otherwise terminated or set forth under this Agreement. This Agreement will terminate on the last day of the Term.

5.2. Without Cause by Either Party. Company may terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice. The Consultant may terminate this Agreement at any time, with or without cause, upon sixty (60) days' written notice. In the event termination by Company is without cause, Company shall upon such termination pay Consultant all unpaid, undisputed amounts



due for the Services completed through the date of such termination.

5.3. For Cause. If either party breaches a material provision of this Agreement, the other party may terminate this Agreement upon ten (10) days' written notice, unless the breach is cured within the notice period, provided that, if such breach cannot reasonably be cured during such ten (10) day period, but the breaching party has commenced the cure within such ten (10) day period and thereafter is diligently pursuing such cure to completion, then the total aggregate cure period shall extend to thirty (30) days. Notwithstanding the foregoing, this Agreement may be terminated with immediate effect, by the Company upon the Company notifying Consultant of such termination if at any time the Consultant:

- 5.3.1. commits any intentional misconduct or gross negligence affecting the business of the Company;
- 5.3.2. commits any material breach or non-observance of any of the provisions of this Agreement beyond any applicable cure period;
- 5.3.3. is convicted of any criminal offence which brings or is likely to bring the Company into disrepute;
- 5.3.4. is incapacitated (including by reason of illness or accident) from providing the Services for an aggregate period of thirty (30) days in any 10 -week consecutive period; or
- 5.3.5. commits any material breach of the Company's policies and procedures which have been provided in writing by the Company to Consultant and such breach has not been cured within ten (10) days following the Company's delivery of written notice of such breach to Consultant; provided that, if such breach cannot reasonably be cured during such ten (10) day period, but the breaching party has commenced the cure within such ten (10) day period and thereafter is diligently pursuing such cure to completion, then the total aggregate cure period shall extend to thirty (30) days.

5.4. Effect of Termination. Upon termination of this Agreement, Consultant shall:

- 5.4.1. immediately deliver to the Company all Company property, including any Proprietary Information as required under Section 2.10, in its possession or under its control and irretrievably delete any information relating to the Company stored on any magnetic or optical disk or memory and all matter derived from such sources which is in Consultant's possession or under its control outside the premises of the Company; and
- 5.4.2. if requested, provide a signed statement that Consultant has complied fully with its obligations under this clause.
- 5.5. Final Payment. In the event this Agreement is terminated for any reason, the Company shall pay Consultant all fees (as set out in **Exhibit A**) earned by Consultant pursuant to Section 2.1 up to and including the day this Agreement is terminated (prorated for partial months during the month of termination), within fifteen (15) days following such termination.

5.6. Survival. Section 2-5, 6.2, 7 through 10 of this Agreement and any remedies for breach of this Agreement shall survive any termination or expiration. The Company may communicate the surviving obligations contained in this Agreement to any other (or potential) client or employer of Consultant.

6. Relationship of the Parties and Related Matters.



6.1. Independent Consultant.

6.1.1. Notwithstanding any provision hereof, Consultant is an independent contractor and is not an employee, agent, partner or joint venturer of the Company, and Consultant shall not bind nor attempt to bind the Company to any contract or commit it to any obligation (including with regard to incurring any expenditures in the name of or for the account of Company) or hold itself out as having the right to do so, without the Company's prior written consent.

6.1.2. Consultant shall accept any directions issued by the Company pertaining to the goals to be attained and the results to be achieved by Consultant, but Consultant shall be solely responsible for the manner, location and hours in which the Services are performed under this Agreement.

6.2. No Employee Benefits.

6.2.1. Consultant shall not be eligible to participate in any of the Company's employee benefit schemes, plans, insurance arrangements or similar programs. Consultant shall be fully responsible for and shall indemnify the Company for and in respect of any liability arising from any employment-related claim or any claim based on worker status (including reasonable attorney's costs and expenses) brought by any employee or contractor of Consultant against the Company arising out of or in connection with the provision of the Services.

6.2.2. The Company shall not be responsible for withholding or paying any income, payroll, Social Security, or other taxes or making any contributions for unemployment compensation coverage or any other statutory or social benefit to Consultant. Consultant shall be fully responsible for, and shall indemnify the Company against, all such taxes and contributions, where the recovery is not prohibited by law. Consultant shall comply at Consultant's expense with all applicable laws with regard to itself.

7. **Indemnification; Limitation of Liability**

7.1. General Indemnity. Consultant will indemnify the Company, its officers, directors, representatives, agents and any Group Companies (the "Indemnified Parties"), and hold such harmless from and against any and all liabilities, losses, penalties, damages and expenses, including reasonable lawyer's fees and costs of suit ("Losses"), arising out of or resulting from any claim, lawsuit, or action asserted or brought against an Indemnified Party by any person who is not affiliated with Indemnified Parties, to the extent arising out of (a) any breach of this Agreement by Consultant or (b) any fraudulent or wilful misconduct by Consultant in the provision of the Services; provided, however, that Consultant shall not be required to so indemnify or hold harmless any Indemnified Parties with respect to any Losses that result or arise from, in whole or in part, an Indemnified Party's or its personnel's (i) negligence or more culpable act or omission (including recklessness or willful misconduct) or (ii) bad faith failure to comply with any of its obligations set forth in this Agreement.

7.2. Infringement Indemnity. The Consultant hereby agrees to indemnify the Indemnified Parties and hold such harmless from and against all Losses, or for which the Indemnified Parties may become liable, with respect to any intellectual property infringement claim or other claim relating to the



Inventions supplied by the Consultant to Company during the course of providing the Services.

7.3. [Intentionally Omitted].

7.4. Procedural Requirements. The Company shall provide Consultant reasonably prompt notice of any such claim or action for which Consultant has an indemnification obligation pursuant to Section 7.1. Consultant shall have primary control of the defence and the Company agrees to provide reasonable cooperation in the defence of such claim or action. The Company has the right to participate in the defence of any such claim at its expense.

7.5. MAXIMUM LIABILITY. IN NO EVENT SHALL CONSULTANT'S LIABILITY TO THE COMPANY FOR ANY LOSSES ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE) EXCEED THE TOTAL OF ALL FEES PAID TO CONSULTANT PURSUANT TO THIS AGREEMENT IN THE TWELVE (12) MONTH PERIOD PRECEDING (A) THE DATE CONSULTANT RECEIVES THE NOTICE SET FORTH IN SECTION 7.3 HEREIN (WITH RESPECT TO INDEMNITY FOR THIRD-PARTY CLAIMS) OR (B) THE EVENT GIVING RISE TO SUCH LOSSES (WITH RESPECT TO DIRECT CLAIMS BY THE COMPANY OR GROUP COMPANIES).

7.6. NO LIABILITY FOR CERTAIN DAMAGES. IN NO EVENT SHALL CONSULTANT BE LIABLE TO THE COMPANY OR ANY OTHER PERSON FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES ARISING OUT OF OR RELATING THIS AGREEMENT, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT THE OTHER PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

8. Assignment.

8.1. Nature of Services. This Agreement and the Services contemplated hereunder are personal to Consultant.

8.2. Assignment. Consultant shall not have the right or ability to assign, transfer or subcontract any rights or obligations under this Agreement without the written consent of the Company. Any attempt to do so shall be void. The Company may fully assign, delegate and transfer this Agreement in whole or part.

9. Notice.

9.1. Procedure. All notices under this Agreement shall be in writing and shall be deemed given to the party to be notified when: (a) personally delivered to the party or (b) two Business Days following deposit with an internationally recognized overnight courier.

9.2. Business Day. A "**Business Day**" means any day which is not a Saturday, Sunday, or legal holiday in Austin.

9.3. Changes. Each party to this Agreement may change its location for notice under this Agreement by giving notice to the other party in accordance with the notice provisions contained in this clause.

10. Miscellaneous.



10.1. Injunctive Relief. Any breach of Section 2 may cause irreparable harm to the Company for which damages may not be an adequate remedy. As a result, the Company shall be entitled to seek injunctive relief with respect thereto in addition to any other remedies available under this Agreement.

10.2. Waiver. The failure of either party to enforce its rights under this Agreement at any time for any period shall not be construed as a waiver of such rights. No changes or modifications or waivers to this Agreement will be effective unless in writing and signed by both parties.

10.3. Severable. In the event that any provision of this Agreement shall be determined to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable.

10.4. Governing Law. This Agreement will be deemed to have been made in and shall be construed pursuant to the laws of the State of Texas. The parties irrevocably agree that the courts of the State of Texas shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

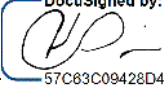
10.5. Headings. Headings herein are for convenience of reference only and shall in no way affect interpretation of the Agreement.

10.6. Successors and Assigns. This Agreement is binding on and inures to the benefit of the Company, the Group Company (who shall be express beneficiaries of the terms of this Agreement that are expressly applicable to it), and Consultant and their respective successors and permitted assigns

[rest of the page left intentionally blank; signatures to follow]

Mr. Chad Price
(Consultant)

By:

DocuSigned by:

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Factory 14
(Company)

By:

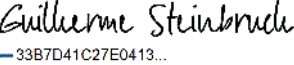
Name:

Title:

By:

Name:

Title:

DocuSigned by:

33B7D41C27E0413...

Guilherme Steinbruch

Manager

DocuSigned by:

E995A9A8D85043B...

Marcos Ramirez

Manager



EXHIBIT A

A. SERVICES.

- The Services to be provided by Consultant under this Agreement shall consist of the following:
 - Directing the Kettlebell Kings team,
 - Strategic business advice and planning,
 - Product management & launches,
 - Development of product pipeline,
 - Marketing strategy and planning,
 - Liaising and managing suppliers, sourcing agent & service partners,
 - Overseeing supply chain management,
 - Performance reporting liaising with service partners,
 - Logistics and inventory management, and
 - Such other services as the parties may mutually agree upon in writing.
- The location where the Services are to be performed shall be determined by Consultant, and the Company acknowledges that all such Services may be performed remotely.
- Consultant will maintain adequate communication with the Company and adhere to any reasonable management reporting procedures implemented.

B. TERM AND EXPECTATION OF HOURS.

1. The term (the "Initial Term") of this Agreement shall commence on the Effective Date and continue until the first anniversary of the Effective Date, unless earlier terminated as provided in this Agreement. Upon expiration of the Initial Term, this Agreement automatically renews for additional successive one (1) year terms unless either party provides written notice of nonrenewal to the other party at least thirty (30) days prior to the end of the then-current term (each a "Renewal Term" and together with the Initial Term, the "Term"), or unless and until sooner terminated as provided under this Agreement. During the Term, Consultant will devote sufficient time to performing the Services in a manner consistent with timing expectations as may be mutually agreed upon by Consultant and the Company. The parties anticipate Consultant will devote an average of forty (40) hours per week to the Services, provided that Consultant will not be expected to provide Services on US holidays. Consultant and Company agree that there may be certain periods during the Term (not to exceed a total of six (6) weeks in a given year during the Term) during which Consultant will not be actively providing Services, provided that, during such time periods, Consultant shall make arrangements to respond to any requests as to Services within a reasonable time.

- C. FEES AND EXPENSES.** During the Initial Term and the first Renewal Term (if applicable) months after the first automatic renewal, in full consideration for the Services and other matters under this Agreement, the Company will pay the Consultant a fee of **\$8,333.34** per month exclusive of VAT, if applicable. Commencing with the second Renewal Term (if applicable), the Company will pay the Consultant a fee of **\$6,250** per month exclusive of VAT, if applicable. All fees shall be paid to Consultant within ten (10) days following the end of the month in which the fees are earned.



Chad Price <chadwick.price21@gmail.com>

Kettlebell Kings Status - Asset Purchase Agreement and Operations

Chad Price <Chad.Price@kettlebellkings.com>

Mon, Aug 15, 2022 at 6:44 PM

To: Maximilian Meyer <maximilian@razor-group.com>, oliver.poetsch@razor-group.com, Max Vollenbroich <max.vollenbroich@razor-group.com>

Cc: Jay Perkins <jay@kettlebellkings.com>, Bubba Heard <bubba@kettlebellkings.com>, christian@razor-group.com

Bcc: Latrice Andrews <latrice@sheilswinnubst.com>, Casen Gregg <cgregg@gpd.com>

Good morning Oliver and Max. This email/letter serves as formal notice that we are not in alignment with the current structure of the Factory 14 / Kettlebell Kings Asset Purchase Agreement or how the current operation is handled for Kettlebell Kings. Based on our previous communications there is little doubt that Razor is also aware that the Factory 14 acquisition and the operational chaos inside of Razor has detrimentally affected Kettlebell Kings and the obligations associated with the earnout payments to us. With the limited information that has been made available to date, we have calculated the current damages to the brand and Ebitda to be in the millions and we are only 8 months into a 3 year deal. Factory 14, at least gave us operational control and access to manage the expansion efforts that were promised to us, but Razor has taken an aggressive stance in the opposite direction. We would like to begin the discussion for solutions, and finalize any legal paperwork to help resolve this matter civilly. The most attainable options are explained below.

We genuinely want to see Kettlebell Kings and Razor thrive and do not want any disputes to negatively affect either of the brands or their operations. With that being said we would ask to formally agree that the current APA and Earnout have experienced extreme damages that can not be recovered. We would rather not argue about how much blame goes where, but focus on aligning incentives. Our goals are to resolve the earnout issue, build a great working relationship, and expand Kettlebell Kings/Razor to its maximum potential and efficiency. To do that, let's break this down into 2 main solutions.

1. **Kettlebell Kings Asset Purchase Agreement Buyout** - We believe the easiest solution would be a complete buyout of the current asset purchase agreement. We would want this to be based on projections, damages considered, and paid out as soon as possible to close any obligations to the current 3 year structure. Both Razor and F14 have used initial revenue numbers of \$20 million in projection conversations, so we would want to calculate the value of the buyout with that baseline and not based on all the current damage incurred. We would like to find a resolution here, and are open to financing a portion of the buyout as well.
2. **Give Chad/Jay Operational Control of Kettlebell Kings and/or all Direct to Consumer brands** - I mean no offense when I say the following statements, but this is an accurate and objective assessment of Razor based on my expertise in direct to consumer ecommerce operations. I have extensive real world experience in this area working for multiple companies and starting multiple of my own companies.

Razor currently has no day to day resources that understand high level D2C operations. Amazon operations and D2C operations are not the same and must be treated accordingly. This assessment includes upper management and the current day to day decision makers. I do not think it is a lack of intelligence, but of relevant knowledge and the priority of the "puzzle pieces". While they may interview well, there is no one currently in the day to day operation with enough practical knowledge to lead the overall expansion of D2C brands. Additionally, most leadership positions lack the authority or relevant experience to make confident decisions that keep a D2C operation running efficiently.

Operational priorities and growth initiatives are significantly constrained by Razor's current accounting obstacles. We understand that some obstacles are inevitable, but there has been a general unwillingness or lack of initiative to help solve problems and move things alone. We understand automated systems, Net Suite, etcc, but at the end of the day they are systems to account for what happened. Currently the "accountants" are forcing every single area of the operation to work slower so they do not have to "account" so fast. This is a restrictive mindset and not a growth mindset. Just for example, we could hire 2 more "accountants" with the money they have already wasted just on Kettlebell Kings alone in the short time we have worked with Razor. When implementing NetSuite, you must put the obligation on the implementation team to get things right in a testing or beta phase with data from a Razor brand. It is much less disruptive to operations to import the old accounting method's data vs allow these individuals to throttle operations and revenue to make their jobs easier. They have no concept of how detrimental their decisions are because they do not have relevant D2C experience. The decisions made for Kettlebell Kings have not just set the company back but it will take a minimum of 6-12 months to fix these bad decisions.



We believe that we can correct all the current D2C operational chaos very swiftly if given the position and authority to do so but it would require immediate action. The previous employment conversations were not at a level equivalent to our expertise and experience. We would be open to consulting or project based consulting agreements as well.

Also, Jay and I created a google [sheet](#) with a list of the most urgent topics that are causing the most bleeding. We can not reiterate enough that these issues are accumulating cost daily and we would suggest addressing them immediately.

We will be in Berlin August 22-26 and would like to make these 2 topics a priority. We understand there are a ton of operational topics we can help with as well, but those efforts would be much more effective if we can solve these 2 topics first. Let's schedule a call this week to at least come to a high level agreement of moving forward with some type of resolution. Feel free to also respond here with any thoughts or questions.

<https://docs.google.com/spreadsheets/d/1z1QpxgAhHw1I3wPEYDDcjXJdderDJbSauMVwa9jvBZI/edit#gid=0>



Chad Price
Founder/COO at Kettlebell Kings

P 18557538853 **M** (832) 265-8471

E chad.price@kettlebellkings.com

W <https://www.kettlebellkings.com/>

A 9300 S-IH 35, Ste. A500, Austin, TX 78748



Have you worked with us and love the experience?

We are trying to build our Google reviews, please take 30 seconds to click [HERE](#) , click on 'Write a Review' on the right side under the map and images and leave some awesome feedback. We REALLY appreciate you.



Chad Price <chadwick.price21@gmail.com>

Follow Up Email: APA and Consulting Agreements

Chad Price <Chad.Price@kettlebellkings.com>

Sat, Sep 10, 2022 at 8:17 AM

To: Oliver Dlugosch <oliver@razor-group.com>, Max Vollenbroich <max.vollenbroich@razor-group.com>

Cc: Jay Perkins <jay@kettlebellkings.com>, Bubba Heard <bubba@kettlebellkings.com>, Sarp Akyaman <sarp.akyaman@razor-group.com>

Bcc: Latrice Andrews <latrice@sheilswinnubst.com>, Casen Gregg <cgregg@gpd.com>, Devan Price <devanlchelle@gmail.com>

Good morning everyone. I just wanted to follow up on my last email in regards to the Asset Purchase Agreement (APA) and Jay and I's Consulting Agreement after spending the week in Berlin with Razor. We had a chance to sit down for a very productive meeting with Oliver, Max, and Sarp to discuss exactly how we can realign our incentives and the corrective compensation for the damages to the brand, as well as the lost year of time that can not be recovered due to the negligence of F14 and the chaotic transition process between the Factory 14 and Razor Group acquisition. This includes Jay and I not having any operational control before now to mitigate or correct all the current transitional issues inside Kettlebell Kings current operations. Everyone is in agreement that the transition process has not been good, and needs to be fixed asap. While we may have agreed on a high level of solutions, but we need to finalize paperwork to ensure everything moves forward as planned.

I am just confirming what was agreed on at the meeting and the next steps everyone is taking to remedy the situation. It is important to keep in mind that the Asset Purchase Agreement (APA) and the Consulting Agreement are separate topics due to the 3rd partner, Nehemiah Heard, attached to the Asset Purchase Agreement. We still strongly believe that an immediate buyout of the APA is the best solution for everyone once we agree on the overall value of the compensation package, but we need to fix things as a whole and are looking to close this deal/paperwork to move forward in the best interest of all parties involved. Jay and I believe we can remedy the situation but it will take time (4-6 months) due to the long supply chain, lack of inventory purchases, and overall current state of Razor Groups direct to consumer experience. Razor's proposed solution discussed during our week in Berlin is broken down into 2 areas.

1: Razor Group agreed to increase the current earn out in the APA to compensate for the lost revenue, lost opportunities, and damages to the company and brand. Jay and I have provided an outline of the [Damages](#) and missed [Opportunities](#) to help Razor Group calculate the final monetary value needed to correct for the Asset Purchase Agreement. This is not all of the damages or issues, but a majority. Everyday we discover new issues due to the lack of clear direction and understanding of Razor personnel. We will also direct Razor Group in creating new and ongoing Standard Operating Procedures for all direct to consumer brands in the Razor Group Portfolio. Kettlebell Kings will act as a pilot to create a great website, customer service experience, and efficient operational processes for all of Razor Group's direct to consumer brands.

Our current APA states we receive a 200% multiple annually, on all EBITDA growth. Just to confirm with everyone on how our EBITDA payout is calculated, I have put a quick example below for everyone to keep in mind. We were promised to set a revenue projection for \$20 million in annual revenue for year 1. Our EBITDA in the agreement was set at about 19% of total revenue. That was not including the immediate optimized shipping savings of over \$300,000 that would go directly to Ebitda. For the sake of easy math let's say our EBITDA should be around 20% of total revenue. We receive a 200% multiple on Ebitda growth. That would mean that this year alone, we would have received a substantial payout. Our EBITDA should be at least in the 25%-30% of total revenue range if operations are running efficiently, but I am using the example below for "easy math" for everyone.

Last Year: \$5 million in Revenue. \$1million in Ebitda.

This Year: \$20 million in Revenue. 4million in Ebitda. (\$3million Ebitda Growth).

\$4million - \$1million = \$3million increase in Ebitda

\$3million x 200% = \$6,000,000 Payout

This is only the losses for year one of the earnout, and we are well into year 2 with continuous issues. Each day we are suffering significant additional losses and a buyout will create a better long term work environment. The total 3 Year value of the earnout discussed with Factory 14 was in the \$20,000,000 range as well.

2: Razor Groups agreed that Chad and Jay have full operational control of Kettlebell Kings again as of August 25, 2022. Operational control means a clear chain of command and that Jay and I report to CCO, Max Vollenbroich directly, especially when Razor's resources and/or employees have trouble following Direct to Consumer Operations vs their past experience running Amazon stores. The current consulting agreement does not include these responsibilities or

compensation, therefore we also added a [Website Change SOP](#) (Example) and I also provided an additional [Outline](#) of the areas we can help the most. This will help Razor calculate and update the consulting agreements and compensation.

We believe we can and are looking forward to creating exponential value for not only Kettlebell Kings, but all of Razor Group's direct to consumer portfolio. Thank you for meeting with us and the hospitality shown during our week in Berlin. Let's get these things in alignment so we can take over as a direct to consumer powerhouse on a global scale asap. Please let me know if any one has any questions or concerns, and we are more than willing to have a call to discuss the finer details if needed. There are 4 links to Google documents above. I sent access to everyone in this thread but please just request access if you are having trouble accessing any of the docs. Given the daily losses we are experiencing, I would like to get the paperwork started and complete as soon as possible, so please do not hesitate to reach out.

**Chad Price**

Founder/COO at Kettlebell Kings

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February 17, 2023

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United States

Re: *Asset Purchase Agreement (the "APA") dated November 21, 2021, by and between IL Ventures, LLC – A Kettlebell King Series ("Seller") and Factory 14 Acquisition VII, Ltd. ("Buyer"); Ancillary Consulting Agreement*

NOTICE OF TERMINATION OF CONSULTING AGREEMENT

Dear Gentlemen:

We represent and write on behalf of consultants Chad Price ("Mr. Price"), and Jay Perkins ("Mr. Perkins") to uphold and enforce their rights pursuant to their respective Consulting Agreements entered on November 21, 2021, in connection with the referenced APA. Please take notice that this letter serves as the requisite ten (10) day notice of termination for cause pursuant to Section 5.3 of the APA, triggering the ten (10) day cure period required prior to termination of the Consulting Agreement. Furthermore, please note that Mr. Price has not received the payments due to him pursuant to the Consulting Agreement since September, 2022 and Mr. Perkins has not yet received the payments due to him since January, 2023. Accordingly, in addition to requiring cure of the myriad breaches of the Consulting Agreement within ten (10) days, demand is hereby made for the payment of all amounts due Mr. Price and Mr. Perkins, respectively, through and including the effective date of the termination of the Consulting Agreements.

As you are well aware from the ongoing conversations and conferences whereby Mr. Price and Mr. Perkins have expressed their concerns, Razor has breached the Consulting Agreement by making performance of the Services set forth in Exhibit A of the Consulting Agreement impossible.

EXHIBIT

G

The lack of communication, authority, transparency of financial and decision making authority has led to a position where neither Mr. Price nor Mr. Perkins are able to execute the business plan that they have developed, order inventory, make projections or promises or otherwise utilize their skills to improve the operations of Kettlebell Kings. Indeed, the wholesale lack of disclosure, lack of transparency in the decision making and execution process and complete lack of accountability in the chain of command, Razor has made performance by Mr. Price and Mr. Perkins impossible. Moreover, Razor's unreliable and questionable business practices have also caused irreparable damage to the business reputations of Mr. Price and Mr. Perkins due to their relationship with Razor.

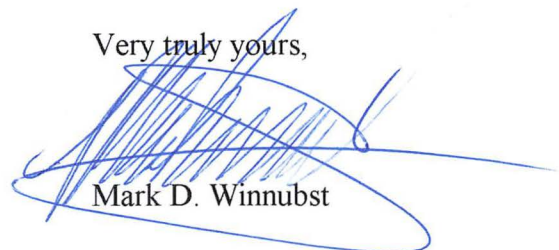
Further, serious concerns exist regarding the accuracy of the financial condition of Kettlebell Kings, not only for what may have been provided by Razor to third parties or investors, but in what was belatedly and incompletely provided to Mr. Price and Mr. Perkins, especially in light of what Mr. Price and Mr. Perkins can see by their regular involvement in the on-the-ground operations of Kettlebell Kings. As stated consistently over several months, the ongoing operations and complete lack of transparency and refusal to apply the expertise provided by both Mr. Price and Mr. Perkins renders their performance of their respective Consulting Agreements impossible.

Should the issues raised herein not be cured within ten (10) days of the date of this letter, the Consulting Agreements for both Mr. Price and Mr. Perkins will be terminated. As a matter of law, such termination for cause also renders the noncompete and nonsolicitation provisions of the Consulting Agreements and APA unenforceable.

Time is of the essence!

Thank you for your prompt attention to this matter. Should you have any questions, please call.

Very truly yours,



Mark D. Winnubst

cc: Clients

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Austin, Texas 78703
United States

Re: *Asset Purchase Agreement (the "APA") dated November 21, 2021, by and between IL Ventures, LLC – Kettlebell King Series ("Seller") and Factory 14 Acquisition VII, Ltd. ("Buyer")*

Dear Gentlemen:

We represent and write on behalf of IL Ventures, LLC - Kettlebell King Series ("Seller"), the Seller in the referenced APA. As you are well aware, almost immediately after the closing of the APA to which the Seller and Buyer were parties, Razor Group GmbH ("Razor") acquired ownership of the Buyer without disclosure by either Razor or Factory 14 to Seller or Seller's founders, Chad Price, Jay Perkins and Nehemiah Heard (collectively, the "Founders"), and certainly without their knowledge or consent. Since such time, the Founders have conducted ongoing and specifically directed dialogue attempting to rectify Razor's wholesale failure to operate the business of Seller pursuant to the terms, conditions, purposes and intent of the APA, all to no avail. Please be advised that Seller and Founders consider Razor's failure to operate as required and expected pursuant to both the letter and the spirit of the APA a breach of the APA and this letter provides notice of such breach pursuant to Section 8.03 of the APA. Furthermore, Seller and Founders consider the undisclosed sale of Factory 14 to Razor to constitute actual fraud and fraud in the inducement for the formation of the APA, especially given the timing and the surreptitious nature of the transaction.



Notably, several breaches of the APA have occurred to date. First, pursuant to Section 2.04(c) of the APA, on or before November 16, 2022, Razor was required to:

deliver to the Seller the calculations of the Earn-Out Payment for such year then ended and the earn-out calculations made pursuant to clauses i-iii above for such year (collectively, the “Earn Out Payment Calculations”), together with Buyer’s financial statements covering the entire year in question, which financial statements shall: (A) have been prepared in accordance with past business practices in effect from time to time, applied on a consistent basis throughout the period involved; (B) fairly present the financial condition of the business of Buyer as of the respective dates they were prepared and the results of the operations of the Business for the periods indicated; and (C) shall be accompanied by a written statement from Buyer certifying the matters stated in the above clauses (A) and (B). The Earn-Out Payment Calculations shall be prepared in accordance with Exhibit 3a of Appendix 2 and shall be paid within fifteen (15) business days post reception of such calculations.

Despite numerous requests for the financial records of the Kettlebell Kings business, both to fulfill the obligations arising pursuant to the terms of the APA and to assess and solidify the ongoing operations of the business, to date, the only financials that have been provided by Razor do not constitute the actual financials of the business of Kettlebell Kings, but rather involve general numbers that remain under “investigation.” By Razor’s own admission, the untimely and incomplete financials do not meet the requirements under the APA. Demand is hereby made that the required financials be provided to the Seller immediately, via our office.

Furthermore, there has been an ongoing and intentional denial of access by Razor to the books and records of the business, which Seller expressly has a right to access pursuant to section 5.02 of the APA. The intentional subterfuge, delay and lack of transparency have created an environment that is not only inconsistent with the intent and purpose of the APA and the Ancillary Agreements (as defined therein), but one that is also unsustainable for the proper operation and growth of the business of Kettlebell Kings. The ongoing breach has led to further damage and losses by the Seller and the Founders, for which litigation is the only means by which to recover their losses. Demand is made that Seller and Founders be permitted to exercise their rights under the APA to access all of the books and records of Razor and of the business of Kettlebell Kings, including that any and all books and records that have been provided to third parties, including investors and potential investors of Razor.

Finally, Razor has unquestionably breached the further assurances provision of the APA and the provision for the execution of additional documents necessary to bring the intent and purpose of the APA forward, as set forth in Section 8.02 of the APA. Specifically, the repeated and consistent failure to execute documents related to payments due, contracts, inventory purchasing and maintenance, and more constitute a breach of the aforementioned provision. Based upon the conversations that have been held between the Founders and their contacts at Razor, it is clear that

Razor has no commitment to purchase and maintain inventory at any serious level, and certainly not at the levels necessary to grow or even maintain the business of Kettlebell Kings. Furthermore, it is obvious that the diversion of revenue derived from Kettlebell Kings to enhance less profitable businesses within Razor's portfolio undercuts the intent of the parties at the time of the execution of the APA to grow the Kettlebell Kings business through the reinvestment of revenue into the purchasing and maintenance of inventory.

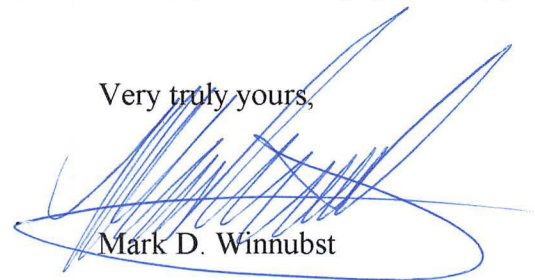
Unfortunately, despite the ongoing and sustained efforts of the Founders to find a method to rework this arrangement to account for the failures of Razor under the APA, Razor has made clear that it refuses to institute the basic infrastructure, policies and practices to competently operate the business of Kettlebell Kings. Razor has rejected the business model previously utilized by the Seller with a track record of success and that has been recommended by the Founders, who have been engaged by Razor as consultants for their specific expertise and track record of success. The failure of Razor to make meaningful adjustments, such as prompt payments of obligations, controlling and decreasing shipping costs by strategic warehousing and basic negotiations, implementing quality control measures and basic customer service and client relationship management, hiring qualified personnel and committing to purchasing and maintaining inventory at requisite levels, constitute additional breaches of the APA.

Demand is hereby made that you pay \$20,950,000.00 for the breach of the APA. The Founders will agree to payment terms of this amount. If such an agreement can be reached, it must be finalized within the next thirty (30) days. Should a final agreement not be received within such thirty (30) day period, Seller and Founders will have no choice but to commence the litigation to enforce and protect their legal rights. Please note well that in addition to all actual damages and exemplary damages incurred, the lawsuit will also seek all attorneys fees, costs and expenses incurred therein.

Time is of the essence!

Thank you for your prompt attention to this matter. Should you have any questions, please call.

Very truly yours,



Mark D. Winnubst

cc: Clients