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JOHN T. FREY
CLERK, CIRCUIT COURT
FAIRFAX, VA

VIRGINIA:

IN THE CIRCUIT COURT OF FAIRFAX COUNTY

**JOSHUA EVERETT BUSHMAN ADMINISTRATOR :
FOR THE ESTATE OF CALVIN VAN PELT, et al., :**

Plaintiffs, :

v. :

**SALVO TECHNOLOGIES, INC. :
d/b/a 80 P BUILDER, et al. :**

Defendants. :

:Case No: CL2023-06260

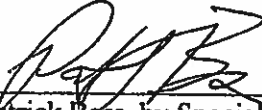
DECLARATION OF PATRICK BASS BY SPECIAL APPEARANCE

I, Patrick Bass, by special appearance pursuant to VA. CODE § 8.01-4.3, hereby declare as follows:

1. I am a citizen of the United States and a resident and citizen of Florida. I am the Executive Vice President of Defendant Salvo Technologies, Inc. ("Salvo").
2. Salvo is a Florida corporation. It is chartered in Florida and headquartered in Florida.
3. On March 1, 2021, Salvo entered into an Asset Purchase Agreement with Okori LLC, a North Carolina limited liability corporation, for the conveyance of certain assets. A true and correct copy of that Asset Purchase Agreement is attached to this declaration as Exhibit 1.
4. The assets purchased by Salvo through the Asset Purchase Agreement included Okori's rights and intellectual property in the website 80P Builder.
5. The entity BUL USA is not a party to the Asset Purchase Agreement between Salvo and Okori, nor is it mentioned anywhere in the Agreement or included in any of the rights or liabilities conveyed in the Agreement.

6. Salvo has no other contracts that are with BUL USA.

I declare under penalty of perjury that the foregoing is true and correct.



Patrick Bass, by Special Appearance
Executed in Seminole, Florida

Date: 07-27-2023

EXHIBIT 1

ASSET PURCHASE AGREEMENT

This Agreement is entered into this 1st day of March, 2021, by and between Okori LLC, a North Carolina LLC (hereinafter "Seller") and Salvo Technologies, Inc., a Florida Corporation (hereinafter "Buyer"). Seller and Buyer shall collectively be referred to herein as the "Parties."

WITNESSETH:

WHEREAS, Seller currently owns, manages and operates a company that sells custom metal components and other related products; Buyer is desirous of purchasing certain assets from Seller upon the terms and conditions as set forth herein; Seller is also desirous of selling certain assets to Buyer upon the terms and conditions as set forth herein; both Parties acknowledge and understand that this is an asset sale only and Seller is not purchasing the organization in its entirety;

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

1. **Sale of Assets:** On the Date of Closing (as defined below), Seller agrees to sell, assign, and transfer to Buyer, and Buyer agrees to purchase from Seller all of Seller's rights, title, and interest in and to the Purchased Assets. As used in this Agreement, the term "**Purchased Assets**" shall mean the following:

(a) All equipment, inventory, and intellectual property as itemized on **Exhibit "A"** attached hereto and incorporated herein by reference as if fully set forth.

(b) All rights under any and all customer contracts (including but not limited to all open and uncompleted customer orders and customer contracts), customer contact information, customers lists, customer files, tooling related to the manufacture of metals, and all

available agreements (both written and oral) executed by Seller within 12 months prior to the Date of Closing.

(c) All intellectual property (proprietary information, trade secrets, know-how, manuals, instructions, designs, technical drawings, schematics, nomenclature, and records), the name and exclusive rights of "80P Builder", domain names (www.80PBuilder.com), website, email name (@80PBuilder.com), any IP related to Okori LLC/80P Builder products, and any available purchase and sales agreements.

(d) Seller's business, "Okori LLC – DBA 80P Builder", is currently registered and active with the North Carolina Secretary of State. However, the name "80PBuilder" is not trademarked in any state or with the United States Patent and Trademark Office. Shortly after the Date of Closing, Seller shall assign the name "80P Builder" to Buyer. Seller does not have to dissolve Okori LLC as part of this agreement but Okori LLC, Britton Cyrus, and Jesse Sousana will not be able to directly compete with Salvo Technologies Inc, while active shareholders and employees, without written approval from Salvo Technologies Inc. Buyer acknowledges that Seller will support the business through secondary market opportunities.

(e) Marketing materials, transferable computer software, financial records/accounting history, sales history as far back as is available, existing supplier agreements, Tradeshow agreements and materials.

2. **Assets Not Included in the Sale:** The term "Purchased Assets" shall not include any cash or funds that Seller has in its possession on the Date of Closing, including but not limited to, any accounts receivable that are owed or due to Seller as of the Date of Closing. It will also not include any equipment not listed on Exhibit A but in the seller's possession.

3. **Assets Free and Clear:** All Purchased Assets and inventory shall be sold and transferred to Buyer free and clear of all mortgages, pledges, security interests, liens, and encumbrances, and debt.

4. **Purchase Price:** Buyer agrees to pay to Seller for the purchase of the Purchased Assets the following:

(a) Buyer pays in a blend of cash and stock, consisting of \$2,000,000 in cash wages to Britton Cyrus and Jesse Sousana, 100,000 shares of Salvo Technologies, Inc. common stock (valued at \$1,750,000 or \$17.50 per share) equally divided and issued in the names of Britton Cyrus and Jesse Sousana, 50,000 shares each.

- (i) Seller assigns all inventory (worth ~\$1,640,000) to Buyer.
- (ii) Machinery and Tooling will be valued at \$450,000
- (iii) The Cash portion, \$2,000,000, of the purchase will be disbursed quarterly and equally divided between Britton Cyrus and Jesse Sousana. The payments will be made over 12 consecutive quarters (3 years) beginning with the execution date of this contract. Payments will be \$83,333 to each individual each quarter for the term of 3 years.
- (iv) The stock portion of the purchase equaling \$1,750,000 will be considered Goodwill.

(b) Buyer agrees to a two-year performance earnout referred to herein as the "Earnout", which will be paid out as follows:

- (i) Britton Cyrus and Jesse Sousana can receive the following as earnouts on the purchase price and will be paid in \$250,000 installments at the end of

each of the first 2 full years with \$125,000 going to Britton Cyrus and \$125,000 going to Jesse Sousana.

(ii) Based on 80P revenues, Britton Cyrus and Jesse Sousana can earn a bonus of up to \$500,000 (to be split between them) in the first full 12 months. The bonus structure will have the following structure;

- A bonus of \$500,000 for total 80P Builder division Revenues above \$14,500,000.

(iii) The cash bonus will be considered wages. Earn out bonuses will be paid in 2022 for first 12 months, and in 2023 after the 2nd 12 months, after accounting books are closed, not to exceed 60 days after each twelve-month period has ended.

5. Training/Hand-Off Period: Brit and Jesse agree to assist with the transition and hand-off of the Purchased Assets to Buyer on and after the Date of Closing. Britton and Jesse are being offered positions with Salvo Technologies as an owner in shares and as an employee with a starting annual salary of One Hundred Fifty thousand (\$150,000.00). Britton Cyrus and Jesse Sousana agree to a standard work week with Salvo Technologies. A vacation package of 3 weeks to start is set aside. Britton and Jesse agree to work with Salvo Technologies staff to train and develop their competency in all related processes required to operate 80P Builder, as part of this package.

(i) Roles and Responsibilities

a. These roles are with the Salvo Corporate entity and will be focused on leadership in the sports division and the broader Sales and Marketing divisions within Salvo Technologies inc. Each new owner agrees to adhere to the Salvo Technologies Inc Subscription agreement, shareholders agreement and bylaws of the company as all other partners currently adhere.

6. **Date of Closing:** The Parties agree that the Date of Closing on this Transaction shall be on March 1, 2021, unless otherwise agreed to by both parties in writing. Said closing shall take place in person or virtually. Buyer and Seller agree to fulfill any requirements pertaining to the closing and its legally required transactional processes.

7. **Representations and Warranties of Seller:** Seller is a North Carolina-based business, duly organized and validly existing under the laws of the State of North Carolina, with full power and authority to enter into this Agreement. The consummation of the transaction hereby contemplated has been duly authorized and approved by all necessary corporate action on the part of Seller and this Agreement shall, upon due execution thereof by the Parties hereto, constitute a valid agreement and be binding upon Seller. Furthermore, the execution, delivery and performance of this Agreement by Seller does not conflict with any agreement, instrument, or contract binding upon Seller or its property.

8. **Representations and Warranties of Buyer:** Buyer is a Florida corporation, duly organized and validly existing under the laws of the State of Florida, with full power and authority to enter into this Agreement. The consummation of the transaction hereby contemplated has been duly authorized and approved by all necessary corporate action on the part of Buyer and this Agreement shall, upon due execution thereof by the Parties hereto, constitute a valid agreement and be binding upon Buyer. Furthermore, the execution, delivery, and performance of this Agreement by Buyer does not conflict with any agreement, instrument, or contract binding upon Buyer. Buyer has secured or will secure, prior to the Date of Closing, the necessary financing for Buyer to close on the transactions contemplated by this Agreement.

9. **Indemnifications:** Seller agrees to indemnify and hold Buyer harmless from and against any loss, cost, expense, or claim of whatsoever nature asserted against Buyer by any

individual, entity or third party at any time before or after the date of closing with respect to any liabilities or obligations of Seller which arose prior to the Date of Closing, except as otherwise stated herein. Furthermore, Buyer agrees to indemnify and hold Seller harmless from and against any loss, cost, expense or claim of whatsoever nature asserted against Seller by any individual, entity or third party at any time after the date of Closing with respect to any of the Purchased Assets, activities, liabilities or obligations of Buyer performed or assumed on the Date of Closing or thereafter, except as otherwise stated herein.

10. **Governing Law:** This Agreement shall be construed in accordance with and governed by the laws of the State of Florida.

11. **Assignment, Binding Effect and Entire Agreement:** This Agreement and the rights and obligations of the Parties hereto may not be assigned (except by operation of law or the sale of Salvo Technologies) without the prior written consent of the Parties hereto and shall be binding upon and inure to the benefit of the Parties hereto, the successors of the Buyer and Seller, their heirs and legal representatives and any permitted assigns of the parties. This Agreement sets forth the entire agreement of the Parties hereto concerning the subject matter of this Agreement. This Agreement may only be modified or amended by an agreement in writing executed by each of the Parties hereto and any term of this Agreement may be waived only with the written consent of the party sought to be bound.

12. **Severability:** In the event that any of the provisions contained in this Agreement shall, for any reason, be declared or held to be unreasonable, unlawful, unenforceable or otherwise invalid in any respect, such term or provision shall be deemed modified to the extent necessary to make it enforceable, and in no event shall such declaration or holding affect the

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the day and year first above written.

Britton and Jesse,

SELLER By:

Britton Cyrus
Britton Cyrus, Owner

By:

Jesse Sousana
Jesse Sousana, Owner

SALVO TECHNOLOGIES, INC., BUYER

By:

Patrick J. Bass
Patrick J. Bass

EXHIBIT A

Asset Purchase Agreement Salvo Technologies Inc and Okori LLC (Assets and intellectual property rights).

Okori ASSET LIST

- Shipping stations (4)
- Desks (5)
- IT Equipment Computers, Printers, Routers, Security
- Photography studio equipment Cameras, Lights, Tripods, Backdrops
- Office furniture
- VaporTech 1000 coater
- Inventory shelving and locations systems
- Inventory (see list in exhibit B)
- Assembly systems – including stations and know how
- Websites, domains, emails, phone numbers
- Customer lists, customer history
- Supplier lists and agreements
- Tooling