



State of Rhode Island
Office of the Secretary of State
Division Of Business Services
148 W. River Street
Providence RI 02904-2615
(401) 222-3040

Fee: \$50.00

FILED

JAN 02 2024

BY *online*
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Domestic Limited Liability Company

Fictitious Business Name Statement

(Section 7-16-9 of the General Laws of Rhode Island, 1956, as amended)

SECTION I

The legal name of the applicant limited liability company is: EJZ, LLC

SECTION II

The fictitious business name to be used is: Associated Estate & Appraisal Co

SECTION III

The state or territory under the laws of which it is organized is

State: RI Country: USA

SECTION IV

The date of organization is 12/28/2023

Signed this 2 Day of January, 2024 at 11:41:25 AM. *This electronic signature of the individual or individuals signing this instrument constitutes the affirmation or acknowledgement of the signatory, under penalties of perjury, that this instrument is that individual's act and deed or the act and deed of the company, and that the facts stated herein are true, as of the date of the electronic filing, in compliance with R.I. Gen. Laws § 7-16.*

EJZ, LLC

Name of Applicant Limited Liability Company

ZACHARY JAMES GULTZ

Signature of Authorized Person

Form No. 624

Revised 09/07

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement") is entered into as of January 1, 2024, by and among Associated Estate & Appraisal Company, inc, a Rhode Island corporation ("Seller"), Steven M. Fusco, a Rhode Island resident and the sole shareholder of Seller ("Shareholder"), EJZ, LLC, a Rhode Island limited liability company ("Buyer") and Zachary J. Gultz ("Buyer's Member").

RECITALS

Seller owns certain assets used in the conduct of its Business (as defined below). Buyer desires to purchase from Seller, and Seller and Shareholder desire to sell to Buyer, all of such assets of the Business, on the terms and subject to the conditions of this Agreement.

NOW THEREFORE, the parties, intending to be legally bound, agree as follows:

ARTICLE 1. **DEFINITIONS**

Section 1.1. **Certain Defined Terms**. As used in this Agreement, the terms below will have the following meanings. Any of such terms, unless the context otherwise requires, may be used in the singular or plural, depending upon the reference.

"Assets" means all of Seller's right, title and interest in and to the properties, assets and rights used or usable in connection with, or related to, the Business, including, without limitation:

- (a) all rights under Seller's consignment agreements, all of which are listed on Schedule 1.1(a) (the "Contracts") which shall be assigned over to Buyer effective as of the Closing Date;
- (b) all customer lists, referral sources and databases;
- (c) all intellectual property relating to the Business, including, without limitation, the name Associated Estate & Appraisal Company, inc, and any other trade name used in the Business and all derivations of such names;
- (d) all internet domain names, websites, social media profiles and email addresses, both current and past, inclusive of their contents used by Seller in connection with the Business;
- (e) all computer hardware and software relating to the Business;

(f) the eBay and PayPal accounts and all auction accounts (excluding any cash balances associated with the PayPal and/or auction accounts as of the Closing);

(g) all supplies, sales literature, promotional literature, supplier and distributor lists, art work, display units, telephone and fax numbers (including 2 land-line telephone numbers and the cell phone number of the Shareholder) and purchasing records related to the Business;

(h) all rights under or pursuant to all warranties, representations and guarantees made by suppliers in connection with the Assets or services furnished to Seller pertaining to the Business or affecting the Assets;

(i) that certain 2020 Chevrolet Express G2500, VIN 1GCWGBFP4L1122364 to be conveyed to Seller by way of a Vehicle Bill of Sale to be signed and delivered at the Closing (the "Bill of Sale"); and

(j) all claims, causes of action, choses in action, rights of recovery and rights of set-off of any kind, against any Person, including without limitation, any liens, security interests, pledges or other rights to payment or to enforce payment in connection with products or services delivered by Seller in connection with the Business on or prior to the Closing Date; but excluding from the foregoing the Excluded Assets.

"Assumed Contracts" means all Contracts that are Assumed Liabilities.

"Business" means the business of appraisals, buying and selling all types of non-real property including but not limited to: jewelry, antiques, fine art and collectables, general residential contents.

"Closing" means the transfer of the Assets, assumption of Assumed Liabilities, payment of the Purchaser Price and the performance and delivery of all other matters and things to be performed on the Closing Date, including such other conditions discussed and agreed to by the parties.

"Closing Date" means January 1, 2024 or such later date and time as the parties may mutually agree in writing.

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

"Excluded Assets" means, notwithstanding any other provision of this Agreement, the following assets of Seller that are not to be acquired by Buyer under this Agreement:

(a) this Agreement and all rights of Seller under this Agreement;

(b) Seller's corporate charter, original minute books, stock books, tax returns and other documents relating to the organization, maintenance and existence of Seller as a corporation;

(c) all inventory owned by Seller, accounts receivable, cash, cash equivalents, life insurance (and cash values) and any claims, or causes of action arising out of the foregoing. Seller will tag its inventory to differentiate it from consigned items;

(d) the specific items listed as Excluded Assets on Schedule 1.1(d).

(e) all claims, causes of action, choses in action, rights of recovery and rights of set-off of any kind against any Person arising out of or relating to (i) the Excluded Liabilities or (ii) the Excluded Assets described above.

"Facilities Lease" a lease for the Seller's facility located at 1655 Elmwood Avenue, Suite 10, Cranston, RI 02190 (the "Facility") pursuant to a lease agreement to be entered into by and between Buyer and the landlord of the Facility (the "Lease"), in form and substance acceptable to Buyer;

"Tax" means any federal, state, local, foreign or other tax, levy, impost, fee, assessment or other government charge, including without limitation income, estimated income, business, occupation, franchise, property, payroll, personal property, sales, transfer, use, employment, commercial rent, occupancy, franchise or withholding taxes, and any premium, including related interest, penalties and additions.

ARTICLE 2.

PURCHASE AND SALE OF ASSETS

Section 2.1. Transfer of Assets. Upon the terms and subject to the conditions contained in this Agreement, at the Closing, Seller will sell, convey, transfer, assign and deliver to Buyer, and Buyer will acquire from Seller, the Assets, free and clear of all Encumbrances.

Section 2.2. Assumption of Liabilities. Upon the terms and subject to the conditions contained in this Agreement, at the Closing, Buyer will assume only the performance obligations of Seller arising after the Closing Date under the Contracts (the "Assumed Liabilities").

Section 2.3. Excluded Liabilities. Notwithstanding any other provision of this Agreement, except for the Assumed Liabilities, Buyer will not assume, or otherwise be responsible for, any liabilities or obligations of Seller, whether actual or contingent, matured or unmatured, liquidated or unliquidated, or known or unknown, whether arising out of occurrences prior to, at or after the date of this Agreement ("Excluded Liabilities"). Seller hereby acknowledges that it is retaining the Excluded Liabilities, and Seller agrees

to pay, discharge and perform all such liabilities and obligations promptly as and when due.

Section 2.4. Purchase Price. The purchase price for the Assets and the other obligations of Seller under this Agreement (the "Purchase Price") will be Four Hundred Thousand Dollars (\$400,000.00). The Purchase Price shall be paid pursuant to a promissory note (the "Note") in the form attached hereto as Exhibit A and secured by all assets of the Buyer pursuant to a Security Agreement in the form attached hereto as Exhibit B.

Section 2.5. Purchase Price Allocation. The Purchase Price will be allocated among the Assets as set forth on Exhibit C, which allocation shall be within classes or categories as provided in Section 1060 of the Code. Each of Buyer and Seller and Shareholder agrees that it will adopt and utilize the amounts so allocated for purposes of all federal, state and other tax returns filed by it and it will not voluntarily take any position inconsistent therewith upon examination of any such tax return, in any claim, in any litigation or otherwise with respect to such tax returns. The provisions of this Section 2.5 shall survive the Closing Date without limitation.

ARTICLE 3. CLOSING

Section 3.1. Closing. The closing of the transactions contemplated by this Agreement (the "Closing") will take place remotely by the exchange and release of each party's closing deliverables as specified in Section 3.2, below, and will be effective as of 12:01 a.m. on the Closing Date.

Section 3.2. Deliveries and Actions Taken at Closing.

(a) **Deliveries by Seller.** To affect the sale and transfer referred to in Section 2.1, Seller will, at the Closing, deliver to Buyer:

(i) good and sufficient bills of sale, assignments and other instruments of transfer to convey to Buyer good and merchantable title to the Assets, free and clear of all encumbrances of any kind;

(ii) a copy of Seller's Articles of Incorporation certified by the Secretary of State of the State of Rhode Island and dated within 10 days prior to the Closing Date;

(iii) a certificate of (i) good standing of Seller issued by the Secretary of State of the State of Rhode Island and (ii) a certificate of tax good standing issued by the Rhode Island Division of Taxation both dated within 15 days prior to the Closing Date;

(iv) copy of Seller's letter to the Division of Taxation notifying the Division of Taxation of the proposed sale of substantially all of its assets in accordance with RI Gen Laws §44-11-29;

(v) copies of the resolutions and other requisite corporate actions of Seller authorizing the execution and delivery of this Agreement and the other documents and instruments to be executed and delivered pursuant to this Agreement, and the consummation by Seller of the transactions contemplated such agreements, which copies shall have been certified by the secretary of Seller and dated as of the Closing Date;

(vi) valid assignments of the Contracts; and

(vii) such documents and instruments, duly executed by Seller, as are necessary to affect the change in corporate and fictitious names of Seller in order to eliminate any confusion with the names being acquired by Buyer hereunder.

(b) Deliveries by Buyer. To affect the sale and transfer referred to in Section 2.1, Buyer will, at the Closing, deliver to Seller:

(i) The Note and Security Agreement;

(ii) a copy of Buyer's Certificate of Organization; and

(iii) copies of the resolutions and other requisite corporate actions of Buyer authorizing the execution and delivery of this Agreement and the other documents and instruments to be executed and delivered pursuant to this Agreement, and the consummation by Buyer of the transactions contemplated such agreements, which copies shall have been certified by Buyer's Members and dated as of the Closing Date; and

(iv) an executed copy of the Facilities Lease.

ARTICLE 4.

REPRESENTATIONS AND WARRANTIES OF SELLER

Seller and the Shareholder, each, jointly and severally (together the "***Seller Parties***"), represents and warrants to Buyer as follows:

Section 4.1. Organization and Qualification of Seller. Seller is a corporation duly organized, validly existing and in good standing under the laws of the State of Rhode Island. Seller has full corporate power and authority to conduct the Business as it is presently being conducted by Seller and to own and lease its properties and assets. Seller is not required to be qualified to do business in any other state.

Section 4.2. Authorization. Seller has all requisite corporate power and authority, and has taken all corporate action necessary, to execute and deliver this

Agreement, to consummate the transactions contemplated hereby and to perform its obligations under this Agreement. The execution and delivery of this Agreement by Seller and the Shareholders and the consummation by Seller of the transactions contemplated by this Agreement have been duly approved by the Seller. This Agreement and the other agreements, instruments, certificates and documents to be delivered by Seller have been (or, if to be executed or delivered after the date of this Agreement, will be) duly executed and delivered by Seller and are (or, when executed, will be) legal, valid and binding obligations of Seller enforceable against Seller in accordance with their terms.

Section 4.3. Assets. Seller has, and upon the consummation of the transactions contemplated by this Agreement, Buyer will acquire from Seller, good and marketable title to all of the Assets, subject to no lien or encumbrance.

Section 4.4. Contracts and Commitments. True and complete copies of each Contract, including all related amendments, waivers and modifications, have been delivered to Buyer by Seller. All such Contracts are valid, binding and enforceable in accordance with their terms and are in full force and effect. There has not occurred any default under any of the Contracts on the part of Seller or, to the knowledge of the Seller Parties, any other party to the Contracts, nor has Seller received notice of default under any of the Contracts from any other party to the Contracts or sent notice of default under any of the Contracts to any other party to the Contracts.

Section 4.5. Litigation. There is no action, order, writ, injunction, judgment or decree outstanding or any claim, suit, litigation, proceeding, labor dispute, arbitration action, governmental audit or investigation (collectively, "Actions") pending, or to Seller Parties' knowledge, threatened or anticipated against, related to or affecting the Seller, the Business, or the Assets.

Section 4.6. Compliance with Law. To the best of Seller Parties' knowledge, Seller, in the conduct of the Business, has not violated in any material respect and is in material compliance with all laws, statutes, ordinances, regulations, rules and orders of any foreign, federal, state or local government and any other governmental department or agency, and any judgment, decision, decree or order of any court or governmental agency, department or authority, including without limitation, Environmental and Safety Regulations (defined below), relating to the Assets or the Business (collectively, "Laws").

Section 4.7. Employees. There are no employment or severance or termination agreements, whether written or oral, accruing to the benefit of any current or former employee or independent contractor of Seller.

ARTICLE 5.
REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer and Buyer's Members (the "Buyer Parties") hereby represents and warrants to Seller as follows:

Section 5.1. Organization. Buyer is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Rhode Island.

Section 5.2. Authorization. Buyer has all requisite corporate power and authority, and has taken all corporate action necessary, to execute and deliver this Agreement, the Note and Security Agreement to consummate the transactions contemplated hereby and to perform its obligations under this Agreement. The execution and delivery of this Agreement by Buyer and the consummation by Buyer of the transactions contemplated this Agreement have been duly approved by the Buyer's member.

Section 5.3. No Conflict or Violation. None of the execution, delivery or performance of this Agreement, the Note and Security Agreement, the consummation of the transactions contemplated by this Agreement, or compliance by Buyer with any of the provisions of this Agreement, will (a) violate or conflict with any provision of the Certificate of Organization or Operating Agreement of Buyer, (b) violate, conflict with, or result in a breach of any provision of, or constitute a default under any material contract or obligation of Buyer or Buyer's Members, or (c) require any approval, consent or waiver of, or filing with, any person or entity, private or governmental.

ARTICLE 6.
COVENANTS OF SELLER AND BUYER

Seller and Buyer covenant as follows:

Section 6.1. Conduct of Business. From the date of this Agreement through the Closing, Seller shall not take any action inconsistent with this Agreement or with the consummation of the Closing, except as specifically contemplated by this Agreement or consented to in writing by Buyer.

Section 6.2. Access. Seller has afforded and will afford to Buyer, and to its officers, employees and authorized representatives, full access, during normal business hours, to all properties, books, records and corporate documents pertaining to the Business.

Section 6.3. Further Assurances. Upon the terms and subject to the conditions contained in this Agreement, each of the parties agrees (a) to use all reasonable efforts to take, or cause to be taken, all actions and to do, or cause to be

done, all things necessary, proper or advisable to consummate and make effective the transactions contemplated by this Agreement, (b) to execute any further documents, instruments or conveyances of any kind which may be reasonably necessary or advisable to carry out any of the transactions contemplated under this Agreement, and (c) to cooperate with each other in connection with the foregoing.

Section 6.4. Employment Matters. Seller has terminated the employment of all employees prior to the Closing and any cost, expense or liability resulting from, or incurred in connection with, such terminations, is and shall be the sole responsibility of Seller.

Section 6.5. Notice of Developments. Each party will give prompt (but in any event within 5 days) written notice to the other party of any material adverse development causing a breach of any of its representations and warranties. No disclosure by any party pursuant to this Section 6.5, however, will be deemed to amend or supplement the Disclosure Schedule or cure any misrepresentation, breach of representation or warranty or breach of covenant.

Section 6.6. Tax Matters.

(a) Seller will be responsible for the preparation and filing of all Tax returns for all activities of the Business for all periods ending on or before the Closing Date and Seller will make all payments required with respect to any such Tax return.

(b) Buyer will be responsible for the preparation and filing of all Tax returns for all activities of the Business for all periods beginning after the Closing Date and Buyer will make all payments required with respect to any such Tax return.

(c) In the case of any real or personal property or other ad valorem Tax imposed on the Assets for a Tax period that includes, but does not end on, the Closing Date, the portion of such Tax related to the portion of such Tax period ending on the Closing Date will be deemed to be the amount of such Tax for the entire Tax period multiplied by a fraction, the numerator of which is the number of days in the Tax period ending on the Closing Date and the denominator of which is the number of days in the entire Tax period. Seller will be responsible for any such Tax relating to the portion of such Tax period ending on the Closing Date, and Buyer will be responsible for any such tax relating to the portion of such Tax period beginning after the Closing Date.

ARTICLE 7.

CONDITIONS TO SELLER'S OBLIGATIONS

The obligations of Seller to consummate the transactions provided for by this Agreement are subject to the satisfaction, on or prior to the Closing Date, of each of the following conditions, any of which may be waived by Seller:

Section 7.1. Representations, Warranties and Covenants. All representations and warranties of Buyer contained in this Agreement will be true and

correct in all material respects (except those representations and warranties that are qualified by materiality, which will be true and correct in all respects) at and as of the date of this Agreement and at and as of the Closing Date, and Buyer will have performed and satisfied in all material respects all agreements and covenants required by this Agreement to be performed by it prior to or on the Closing Date. Buyer will have delivered to Seller a certificate of an officer of Buyer dated the Closing Date to such effect.

Section 7.2. No Proceedings or Litigation. No Action by any governmental authority or other Person will have been instituted which questions the validity or legality of the transactions contemplated by this Agreement and which could reasonably be expected to have a material adverse effect upon Buyer if the transactions contemplated under this Agreement are consummated.

Section 7.3. Closing Deliveries. Buyer will have made the deliveries described in Section 3.2 (b).

ARTICLE 8.

CONDITIONS TO BUYER'S OBLIGATIONS

The obligations of Buyer to consummate the transactions provided for in this Agreement are subject to the satisfaction, on or prior to the Closing Date, of each of the following conditions, any of which may be waived by Buyer:

Section 8.1. Representations, Warranties and Covenants. All representations and warranties of Seller and Shareholder contained in this Agreement will be true and correct in all material respects (except those representations and warranties that are qualified by materiality, which will be true and correct in all respects) at and as of the date of this Agreement and at and as of the Closing Date, and Seller will have performed and satisfied all agreements and covenants required by this Agreement to be performed by them prior to or on the Closing Date.

Section 8.2. No Proceedings or Litigation. No Action by any governmental authority or other Person will have been instituted or threatened which questions the validity or legality of the transactions contemplated hereby and which could reasonably be expected to have a material adverse effect upon Seller, or a material adverse effect upon the Assets or the Business if the transactions contemplated under this Agreement are consummated.

Section 8.3. No Adverse Change. Between the date hereof and the Closing Date, there will not have been any material adverse change in the Business.

Section 8.4. Closing Deliveries. Seller will have made the deliveries to Buyer described in Section 3.2(a).

Agreement or in any certificate or other agreement delivered under this Agreement; (iii) the operation of the Business following the Closing; or (iv) from and after the Closing Date, any Assumed Liability.

(c) Defense of Claims. If a claim for Damages (a "Claim") is to be made by a party entitled to indemnification hereunder against the indemnifying party, the party claiming such indemnification will give written notice (a "Claim Notice") to the indemnifying party as soon as practicable after the party entitled to indemnification becomes aware of any fact, condition or event which may give rise to Damages for which indemnification may be sought under this Section 9.2. If any lawsuit or enforcement action is filed against any party entitled to the benefit of indemnity under this Agreement, written notice of such will be given to the indemnifying party as promptly as practicable (and in any event within 15 days after the service of the citation or summons). The failure of any indemnified party to give timely notice under this Agreement will not affect rights to indemnification under this Agreement, except to the extent that the indemnifying party demonstrates actual damage caused by such failure. After such notice, if the indemnifying party will acknowledge in writing to the indemnified party that the indemnifying party will be obligated under the terms of its indemnity under this Agreement in connection with such lawsuit or action, then the indemnifying party will be entitled, if it so elects, (i) to take control of the defense and investigation of such lawsuit or action, (ii) to employ and engage attorneys of its own choice reasonably acceptable to the indemnified party to handle and defend the same (unless the named parties to such action or proceeding include both the indemnifying party and the indemnified party and the indemnified party has been advised in writing by counsel that there may be one or more legal defenses available to such indemnified party that are different from or additional to those available to the indemnifying party, in which event the indemnified party will be entitled at the indemnifying party's cost, risk and expense, to separate counsel of its own choosing) and (iii) to compromise or settle such claim, which compromise or settlement will be made only with the written consent of the indemnified party, such consent not to be unreasonably withheld. If the indemnifying party fails to assume the defense of such claim within 30 days after receipt of the Claim Notice, the indemnified party against which such claim has been asserted will (upon delivering notice to such effect to the indemnifying party) have the right to undertake, at the indemnifying party's cost and expense, the defense, compromise or settlement of such claim on behalf of and for the account and risk of the indemnifying party; provided, however, that such Claim will not be compromised or settled without the written consent of the indemnifying party, which consent will not be unreasonably withheld, unless the proposed settlement involves only the payment of money damages by the indemnifying party. In the event the indemnified party assumes the defense of the claim, the indemnified party will keep the indemnifying party reasonably informed of the progress of any such defense, compromise or settlement.

Section 9.3 Restrictive Covenants.

For a period of sixty (60) months following the Closing (the "Restricted Period"), Shareholder shall not, directly or indirectly, (i) in any manner whatsoever, directly or indirectly engage in any capacity with any business which is competitive with the Business; or (ii) have any interest as owner, sole proprietor, stockholder, partner, lender, director, officer, manager, employee, consultant, agent or otherwise in any business competitive with the Business, provided, however that Shareholder may hold, directly or indirectly, solely as an investment, up to 10% of the stock of a business that is competitive with the Business. In addition, during the Restricted Period, Shareholder will be obligated to provide Buyer with a right of first refusal with regard to any inquiries related to potential Business to the Buyer. Subject to the foregoing, Shareholder may continue to purchase and sell antiques, fine art and collectibles on a limited basis, under his own name and for his own account.

ARTICLE 10. **MISCELLANEOUS**

Section 10.1. Notices. All notices, requests, demands and other communications which are required or may be given under this Agreement will be in writing and will be deemed to have been duly given when received if personally delivered; when transmitted if transmitted by confirmed facsimile, electronic or digital transmission method; the day after it is sent, if sent for next day delivery to a domestic address by recognized overnight delivery service (e.g., Federal Express); and upon receipt, if sent by certified or registered mail, return receipt requested. In each case notice will be sent to:

If to Seller or Shareholder:
Associated Estate & Appraisal Company, Inc.
Steven Fusco
28 Edgewood Blvd
Cranston, RI 02905

With a copy to:
Charles Boisseau, Esq.
Boisseau & Dean LLP
P.O. Box 35
Barrington, RI 02806

If to Buyer:

EJZ, LLC
1655 Elmwood Ave., Suite 10
Cranston, RI 02910

With a copy to:

W. Thomas Humphreys, Esq.
Cameron & Mittleman, LLP
301 Promenade Street
Providence, RI 02908

or to such other place and with such other copies as either party may designate as to itself by written notice to the others.

Section 10.2. Choice of Law. This Agreement will be construed, interpreted and the rights of the parties determined in accordance with the laws of the State of Rhode Island (without reference to the choice of law provisions of Rhode Island law), except with respect to matters of law concerning the internal corporate affairs of any corporate entity which is a party to or the subject of this Agreement, and as to those matters the law of the jurisdiction under which the respective entity derives its powers will govern.

Section 10.3. Entire Agreement; Amendments and Waivers. This Agreement and the other agreements to be entered into by the parties in accordance with this Agreement, together with all exhibits and schedules hereto and thereto, constitute the entire agreement among the parties pertaining to the subject matter of such agreements and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties. This Agreement may not be amended except by an instrument in writing signed on behalf of each of the parties. No amendment, supplement, modification or waiver of this Agreement will be binding unless executed in writing by the party to be bound thereby. No waiver of any of the provisions of this Agreement will be deemed or will constitute a waiver of any other provision hereof (whether or not similar), nor will such waiver constitute a continuing waiver unless otherwise expressly provided.

Section 10.4. Counterparts; Facsimile. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. This Agreement may be executed and delivered by facsimile or electronic transmission, and a facsimile or PDF of this Agreement or of a signature of a party will be effective as an original.

Section 10.5. Expenses. Except as otherwise specified in this Agreement, each party to this Agreement will pay its own legal, accounting, out-of-pocket and other expenses incident to this Agreement and to any action taken by such party in preparation for carrying this Agreement into effect.


[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have caused this Asset Purchase Agreement to be duly executed and delivered as of the day and year first above written.

SELLER PARTIES:

The Company:

Associated Estate & Appraisal Company, inc

By: 
Name: Steven M. Fusco
Title: President

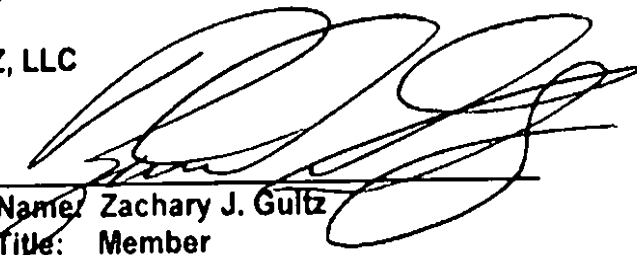
Shareholder:

By: 
Name: Steven M. Fusco

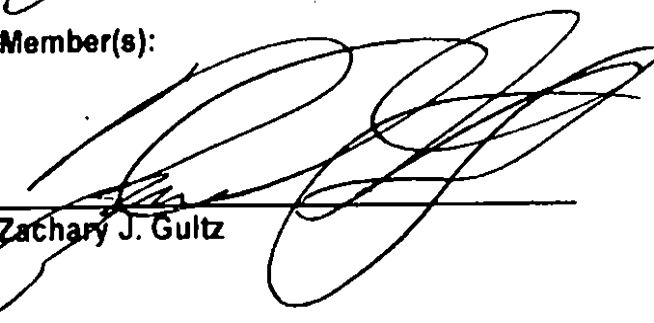
BUYER PARTIES:

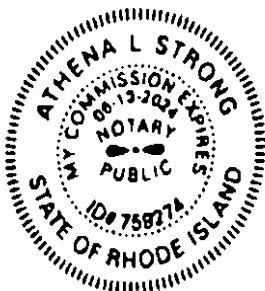
Buyer:


EJZ, LLC

By: 
Name: Zachary J. Gultz
Title: Member

Member(s):


Zachary J. Gultz




1/11/2024



State of Rhode Island

Department of State | Office of the Secretary of State

Gregg M. Amore, *Secretary of State*

I, GREGG M. AMORE, Secretary of State of the State of Rhode Island,

hereby certify that this document, duly executed in accordance with the provisions

of Title 7 of the General Laws of Rhode Island, as amended, has been filed in this

office on this day:

January 02, 2024 11:41 AM

A handwritten signature in black ink, reading "Gregg M. Amore". The signature is fluid and cursive, with the first letters of each word being capitalized.

Gregg M. Amore
Secretary of State

