

MEMBERSHIP INTEREST PURCHASE AND SALE AGREEMENT

This MEMBERSHIP INTEREST PURCHASE AND SALE AGREEMENT (the "Agreement") is made effective as of the 15th day of August, 2023 (the "Effective Date"), by and between Laura Flischer, an individual (the "Seller"), and Nicholas Westfall, an individual (the "Buyer") (Buyer and Seller individually referred to herein as a "Party" or collectively referred to herein as the "Parties").

Seller owns One Hundred Percent (100%) of the membership interests in Base Camp Provisions LLC (the "Company") as of the Effective Date. Seller desires to sell, and Buyer desires to purchase all of Seller's membership interests in the Company ("Interests").

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

1. PURCHASE AND SALE OF INTERESTS.

1.1 *Sale of Interests.*

Subject to the terms and conditions of this Agreement, the Buyer agrees to purchase, and the Seller agrees to sell the Interests for the Purchase Price as set forth herein.

1.2 *Purchase Price*

(a) The purchase price for the Interests shall be Seventeen Thousand Five Hundred and No/100 Dollars (\$17,500.00) (the "Purchase Price").

(b) On the Closing Date, Buyers shall pay to Seller the entire purchase price by check or wire transfer.

2. REPRESENTATIONS AND WARRANTIES OF THE SELLER.

The Seller hereby represents and warrants to the Buyer that, as of the Effective Date of this Agreement:

2.1 *Authorization.* The Seller is an individual with full power and authority to enter into this Agreement, and this Agreement, when executed and delivered, will constitute a valid and legally binding obligation of such Seller.

2.2 *Valid Issuance of Interests.* To the best of Seller's knowledge and belief, the Interests that are being purchased by the Buyer hereunder, when issued, sold, and delivered in accordance with the terms of this Agreement for the consideration expressed herein, will be duly and validly issued, fully paid and non-assessable, and will be free of restrictions on transfer other than restrictions on transfer under applicable state and federal securities laws.

2.3 *Disclosure.* The Seller, through the Company and with the consent of the Company, has provided the Buyer with all the information including, but not limited to financial information, operational information, and marketing information and a copy of the real property lease between the Company and landlord related to the operation of the business on the leasehold estate, reasonably

available to the Seller without undue expense that the Buyer has requested that the Buyer believes is reasonably necessary to enable the Buyer to make such decision. To the best of Seller's knowledge and belief after reasonable investigation, neither this Agreement nor any other agreements, written statements or certificates made or delivered in connection herewith contain any untrue statement of a material fact or omits to state a material fact necessary to make the statements herein or therein not misleading.

2.4 Permits and Licenses. The permits, licenses, and approval of governmental or administrative authorities, including but not limited to all permits, licenses, and authorizations of the Colorado Liquor and Tobacco Enforcement Division and the City of Fruita Liquor License Authority are in full force and effect, and there is no condition, nor has any event occurred, which constitutes a material violation of the terms of any license or permit, and no suspension or cancellation of any license or permit is pending or threatened.

3. REPRESENTATIONS AND WARRANTIES OF THE BUYER.

The Buyer hereby represents and warrant to the Seller as follows:

3.1 Authorization. The Buyer has full power and authority to enter into, execute, deliver, and perform this Agreement and each of the other documents contemplated hereby which may be required to carry out the intent of this Agreement and has sufficient assets to purchase the Interests as contemplated herein. This Agreement and the other documents contemplated hereby, when executed and delivered, will constitute a valid and legally binding obligation of the Buyer.

3.2 Purchase Entirely for Own Account. This Agreement is made with the Buyer in reliance upon the Buyer's representation to the Seller which, by the Buyer's execution of this Agreement, the Buyer confirms that the Interests to be purchased by the Buyer will be acquired for the Buyer's own account, not as a nominee or agent, and not with a view to the resale or distribution of any part hereof, and that the Buyer has no present intention of selling, granting any participation in, or otherwise distribution of the same. By executing this Agreement, the Buyer further represents that such Buyer does not have any contract, undertaking, agreement, or arrangement with any person to sell, transfer or grant participation to such person or to any third person, with respect to any of the Interests.

3.3 Reliance Upon Buyer's Representations. The Buyer understands that the Interests are not registered under the Securities Act or any other governmental act, rule, or regulation because the sale provided for in this Agreement and the issuance of securities hereunder is exempt from registration under the Securities Act and the Seller's reliance on such exemption is predicated on the Buyer's representations set forth herein. The Buyer realizes that the basis for the exemption may not be present if, notwithstanding such representations, the Buyer has in mind merely acquiring shares of the Interests for a fixed or determinable period in the future, or for a market rise, or for sale if the market does not rise. The Buyer has no such intention.

3.4 Receipt of Information. The Buyer has obtained independent advice from its own legal counsel and accounting advisors and believes that it has received all the information that the Buyer considers necessary or appropriate for deciding whether to purchase the Interests.

4. CLOSING.

4.1 Pre-closing Conditions. Prior to the date of closing, the following conditions must be satisfied by Seller or waived by Buyer:

- a. there shall be no pending litigation in which the Company is a defendant and for which there is not adequate insurance to cover any claim, including, but not limited to litigation involving claims by employees related to employment issues;
- b. there shall be no pending suspension or administrative action against any license or permit held by the Company which is issued by the Colorado Liquor and Tobacco Enforcement Division or the City of Fruita Liquor License Authority;
- c. there shall be no outstanding options, warrants or redemption rights related to the equity of the Company;
- d. the Company shall be operated in the ordinary course of business and shall have paid all outstanding obligations based upon its ordinary payment schedule for accounts payable.

4.2 Closing Date. The closing of the transaction contemplated in this Agreement shall take place on September 30th, 2023 (the "Closing Date"). The closing shall take place at the Company.

4.3 Closing Documents. At the time of the closing the Seller shall cause the Interests to be issued and delivered to the Buyer.

4.4 Closing Costs. Each of the Parties shall be responsible for all of its own costs, legal fees, accounting fees, and other expenses in the preparation of this Agreement and the other documents related to this Agreement as well as the closing of the transaction contemplated by this Agreement.

5. INDEMNIFICATION.

5.1 Indemnification by Seller. Seller, its successors, and assigns shall indemnify and hold Buyer and its successors and assigns harmless in respect of any and all claims, losses, damages, liabilities, and expenses (including, without limitation, settlement costs and legal, accounting, and other expenses in connection therewith, but excluding any diminution in value or lost profits) (collectively, the "Damages") incurred by Buyer and its successors and assigns in connection with any of the following:

- (i) Any claim by any person or other entity for any sales, broker's or finder's fee or similar fee charged for commission that arises from any action, statement, or commitment made by Seller or its agents or affiliates;
- (ii) Any material breach or other failure to perform any covenant, agreement, or obligation of Seller contained in this Agreement or any other instrument, including all certificates, contemplated hereby or thereby;
- (iii) Any breach of any representation or warranty by Seller contained in this Agreement or any other instrument, including all certificates, contemplated hereby or thereby;
- (iv) Any claim resulting from the actions or omissions of Seller prior to the Closing Date, or the operation of the Company by Seller prior to the Closing Date; or

(v) Seller agrees that Buyer has the right to set off against any amount due under this Agreement for the amount of any claim for indemnification under this Section 6.1 of which it receives a final judgment by a court of competent jurisdiction.

5.2 Indemnification by Buyer. Buyer and its successors and assigns shall indemnify and hold Seller and its successors and assigns harmless in respect of any and all Damages incurred by Seller, its successors or assigns in connection with any of the following:

(i) The claim by any person for any broker's or finder's fee or similar fee charged for commission that arises from any actions, statements, or commitments made by Buyer or its agents or affiliates not disclosed to Seller;

(ii) The breach or other failure to perform any covenant, agreement, or obligation of Buyer contained in this Agreement or any other instrument, including all certificates contemplated hereby or thereby; or

(iii) Any breach of any representation or warranty by Buyer contained in this Agreement or any other instrument, including all certificates, contemplated hereby or thereby.

6. MISCELLANEOUS.

6.1 Entire Agreement. This Agreement and the documents referred to herein constitute the entire agreement among the Parties, and no Party shall be liable or bound to any other Party in any manner by any warranties, representations, or covenants, except as specifically set forth herein or therein.

6.2 Survival of Warranties. The warranties, representations and covenants of the Seller and the Buyer contained in or made pursuant to this Agreement shall survive the execution and delivery of this Agreement.

6.3 Successors and Assigns. Except as otherwise provided herein, the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the Parties. Nothing in this Agreement, express or implied, is intended to confer upon any party other than the Parties hereto or their respective successors and assigns any rights, remedies, obligations, or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement.

6.4 Governing Law. The substantive and procedural laws of the State of Colorado in the United States of America shall govern the validity, construction, interpretation, performance and enforcement of this Agreement and the parties agree to jurisdiction in the State Courts in Mesa County, Colorado.

6.5 Counterparts. This Agreement may be executed by facsimile or electronic signature as well as by original signature and may be executed in counterparts. Each counterpart shall be deemed to be an original, but such counterparts, when taken together, shall constitute but one Agreement.

6.6 Titles and Subtitles. The titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

6.7 Notices. Unless otherwise provided, all notices and other communications required or permitted under this Agreement shall be in writing and shall be mailed by United States first-class mail, postage prepaid; sent by facsimile, email or delivered personally by hand or by a nationally recognized courier, addressed to the Party to be notified at the address or facsimile number or email address indicated for such person on the signature page hereof, or at such other address or facsimile number or email address as such Party may designate by ten (10) days' advance written notice to the other Party hereto. All such notices and other written communications shall be effective on the date of mailing, confirmed facsimile transfer, return email receipt or delivery.

6.8 Attorneys' Fees. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, or any ancillary agreement, the prevailing Party shall be entitled to reasonable attorneys' fees, costs, and disbursements in addition to any other relief to which such Party may be entitled.

6.9 Amendments and Waivers. Any term of this Agreement may be amended and the observance of any term of this Agreement may be waived (either generally or in a particular instance, and either retroactively or prospectively), only with the written consent of the Parties. Any amendment or waiver affected in accordance with this paragraph shall be binding upon each future holder of all such securities.

6.10 Further Assurances. The Parties further covenant and agree to do, execute and deliver, or cause to be done, executed and delivered, and covenant and agree to use their best efforts to cause their successors and assigns to do, execute and deliver, or cause to be done, executed and delivered, all such further acts, transfers and assurances, for implementing the intention of the Parties under this Agreement, as the Parties reasonably shall request. The Parties agree to execute any additional instruments or agreements necessary to effect the intent of this Agreement.

6.11 Severability. If one or more provisions of this Agreement are held to be unenforceable under applicable law, such provision shall be excluded from this Agreement and the balance of the Agreement shall be interpreted as if such provision were so excluded and shall be enforceable in accordance with its terms.

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

SELLER: LAURA FISCHER

By: Laura Fischer

BUYER: NICHOLAS WESTFALL

By: Nicholas Westfall