

BILL OF SALE AND ASSIGNMENT AGREEMENT

This BILL OF SALE AND ASSIGNMENT AGREEMENT dated December 30, 2022 (this “**Bill of Sale**”), is entered into by and between S&ME, Inc., a North Carolina corporation (“**Assignor**”), and Inspire Placemaking Collective, Inc., a Florida corporation (“**Assignee**”). All capitalized terms used but not otherwise defined herein shall, unless the context otherwise requires, have the meanings ascribed to them in the Purchase Agreement (as defined below).

RECITALS

WHEREAS, in connection with the transactions contemplated by that certain Asset Purchase and Sale Agreement, dated as of December 30, 2022 (as supplemented, amended, restated or otherwise modified from time to time, the “**Purchase Agreement**”), by and among Assignee and Assignor, Assignor has agreed to sell, transfer, assign, convey and deliver (or cause to be sold, transferred, assigned, conveyed and delivered) to Assignee, and Assignee has agreed to purchase and acquire, all of Assignor’s right, title and interest in and to the Assets; and

WHEREAS, the Closing shall have occurred concurrently with the execution and delivery of this Bill of Sale.

AGREEMENT

NOW, THEREFORE, in consideration of the representations, warranties, covenants and agreements contained in the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and pursuant to the Purchase Agreement, the parties hereto, intending to be legally bound, agree as follows:

1. Assignor hereby sells, transfers, assigns, conveys, and delivers to Assignee all of the right, title and interest of Assignor in and to all of the Assets identified on Schedule 2.2 to the Purchase Agreement free and clear of all Liens, and Assignee hereby accepts such assignment of all right, title and interest of Assignor in and to the Assets. For the avoidance of doubt, Assignor does not sell, transfer, assign, convey or deliver, and Assignee does not accept or acquire, any Excluded Assets.

2. 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the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. If any conflict or inconsistency exists between the terms of this Bill of Sale and the terms of the Purchase Agreement, the terms of the Purchase Agreement shall govern and control.

3. Neither this Bill of Sale nor any of the rights, interests or obligations hereunder shall be assigned or delegated, in whole or in part, by operation of Law or otherwise, by any of the parties without the prior written consent of the other Party. Any purported assignment not permitted under this Section 3 shall be null and void.

4. Subject to Section 3, this Bill of Sale shall bind and inure to the benefit of Assignor, Assignee, and their respective successors and permitted assigns.

5. This Bill of Sale shall be governed by, and construed in accordance with, the Laws (without regard to the choice of Law or conflict of Law rules and principles) of the State of Delaware applicable to agreements made and to be performed entirely within such State, including all matters of construction, validity and performance.

6. If any term or other provision of this Bill of Sale is determined by a court of competent jurisdiction to be invalid, illegal or incapable of being enforced by any rule of applicable Law or public policy, all other terms and provisions of this Bill of Sale shall nevertheless remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, Assignor and Assignee shall negotiate in good faith to modify this Bill of Sale so as to effect the original intent of Assignor and Assignee under the Purchase Agreement as closely as possible to the fullest extent permitted by applicable Law in a mutually acceptable manner.

7. This Bill of Sale may only be amended or modified by a written instrument executed by Assignee and Assignor.

8. This Bill of Sale may be executed by electronic signatures via DocuSign or e-mail and in any number of counterparts with the same effect as if all signatory parties had signed the same document. All counterparts shall be construed together and shall constitute one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, each of the parties hereto has caused this Bill of Sale to be duly executed and delivered in its name and on its behalf, all as of the day and year first above written.

S&ME, INC.

DocuSigned by:
By: Matt Ryan
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Matt Ryan, President

INSPIRE PLACEMAKING COLLECTIVE, INC.


By: _____
George Kramer, President

IN WITNESS WHEREOF, each of the parties hereto has caused this Bill of Sale to be duly executed and delivered in its name and on its behalf, all as of the day and year first above written.

S&ME, INC.

By: _____
Matt Ryan, President

INSPIRE PLACEMAKING COLLECTIVE, INC.

By:  _____
George Kramer, President