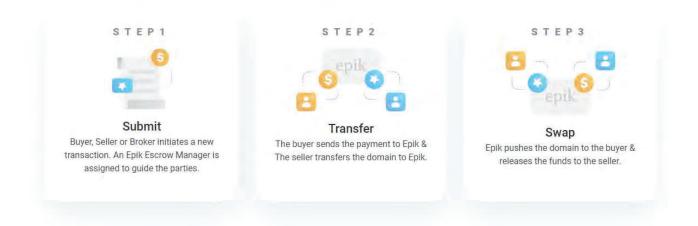


# DOMAIN ESCROW IN JUST

# THREE EASY STEPS



We are here 24/7 to help you complete the process quickly and securely.

File Name https-with an three only-wish 2022/05/2075/05-https-www.epik.com-servis-Min-S-2-3-5-5-5-4/MT-2000-POT)_ Eng	URL https://web.archive.org
Hash (SHA256)  10:24894x070104xc3bcs/schild/944b3302xc37x66001x278723902nbcs24	Timestamp Mon Mar 13 2023 10:35
Signature (PKCS#tV-1.5)  \$56.05.63.74.64#1000.mcc/se_fundamio009772.phd/s9fs42195783367500033.b.m06099fsbacker/ #58.05.65.74.74.44#1000.mcc/se_fundamio009772.phd/s9fs42195783367500033.b.m0609fsbacker/ #58.05.65.74.74.44#1000.mcc/se_fundamio009772.phd/s9fs4219578368.75.25.84.95.94.95.74.95.94.95.94.95.95.94.95.95.95.94.95.95.95.95.95.95.95.95.95.95.95.95.95.	



NTERNET ARCHIVE https://www.epik.com/services/escrow/

245 captures



# The Procedure

In a nutshell, Epik will receive and hold funds from the Buyer, then receive and hold domain(s) from the Seller. Upon consent of both parties, Epik will deliver domain(s) to the Buyer and distribute the funds to the Seller's account.

# You may want to use Epik Domain Name Escrow if your transaction:

- Requires personal broker attention
- Involves trading domains
- Has custom terms not covered by the Epik Marketplace

Epik Domain Escrow can handle both domains residing at Epik as well as domains registered elsewhere. All external domains must be transferred over to Epik's control as part of the escrow process.



tps://www.epik.com/services/escrow

245 captures

45 Captures 13 Sep 2013 - 8 Mar 20



# **SIMPLE**

# **PRINCIPLES**

In most cases, you may achieve the same result of Epik Escrow using the **Epik Marketplace**Simply transfer the domain into Epik, list it for sale and give the offer link to your Buyer. This will save you the Epik Escrow fees.



# Fee Schedule

The standard escrow fee is 1.5% of the transaction amount with wire transfer payment, 2.5% of the transaction amount with major crypto payment, and 5% of the transaction amount with credit card payment.



## **Domain Trades**

A service in which Epik Escrow shines is Domain Trades. In any type of transaction where domains change hands in both directions, a trade is enacted. Example: Alice gives domain foo.com plus \$5,000 to Bob in exchange for bar.com.

In the event that the transaction includes a Domain Trade, Epik will objectively appraise the domains involved in order to calculate the transaction total and escrow fees.



# **Cancellation Policy**

Both parties have the right to cancel the transaction without penalties until the escrow is concluded. If the Buyer has already submitted payment, Epik will reimburse.

\*In any case of cancellation that requires a reimbursement, Epik reserves the right to deduct escrow fees in addition to any other applicable penalties and fees, regardless of who requested the cancellation.

# **Ready To Get Started?**

We are here 24/7 to help you complete the process quickly and securely. To get started, just enter a few details about your transaction.

Start Escrow Transaction

URL https://web.archive.org/

Timestamp Mon Mar 13 2023 10:35:41 GMT-0700 (Pacific Daylight Time

File Name https://www.epik.com-sen/c-Mar-13-23-10-35-41-GMT-0700-PD

Signature (PKCS#1v1.5)

NTERNET ARCHIVE https://www.epik.com/services/escrow/









# 245 captures

# What currencies do you handle?

We support most major national currencies and leading cryptocurrencies including bitcoin for both sides of a transaction.

# What is your wire info?

Contact our support department for detailed wire information.

# Do you charge anything for funding my account?

No. All funding methods are free of charge, Epik actually "eats" the fees associated with payment methods in order to provide a simple and smooth experience for the Buyer.

# I am the Seller. May I cover the domain transfer fees?

In Epik Escrow, the Buyer pays the transfer fees for all external domains. This is only logical, as domain transfers will generally add one year to the domain's expiration date, which will benefit the Buyer. If you are the Seller and want to cover such fees for your Buyer, simply transfer all domains into your Epik account before initiating the escrow process.

## Restrictions

\*This service is not available to residents of Idaho. Texas and Washington.

# What payment methods do you handle?

We accept all major credit cards, wire transfer, bank deposit, AliPay, UnionPay, Bitcoin / Cryptocurrency, Transferwise, PayPal and Western Union. For special arrangements, or split funding sources, simply contact us. contact us.

# I am the Buyer, may I deposit funds using more than one method?

Yes. As long as you fund your account with the necessary amount, you may use as many methods as you wish.

## Will you publicize my transaction?

We will never publicize domain sales amounts. At Epik, your transaction is private.

# What is the minimum and maximum transaction amount?

Epik's escrow service is intended for larger transactions. For transactions that are smaller than \$500.00, there is a \$25 escrow fee by default. A cost efficient alternative for small transactions is to use the Epik marketplace.

# **Ready To Get Started?**

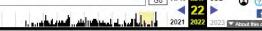
URL	
https://	we

Signature (PKCS#1v1.5)



NTERNET ARCHIVE https://www.epik.com/services/escrow/

245 captures



Start Escrow Transaction



MY DOMAINS ABOUT US Manage My Domains Company Transfer To Another Bargain Domains Registrar Domain Name Prices Email Hosting Daily Diamonds Logo Design Get Transfer Status Pre-Order gTLDs Domain Marketplace Site Builder **Premium Domains** PUSHES SSL Certificate Affiliate Program Our Network **Outgoing Pushes** BACKORDERS Domain Profiles Registrar Pending-Delete Incoming Pushes Backorders INTEGRATION **Expired domains** Domain Appraisal Contact Info Watchlist Domain Financing Reseller Program WHMCS Plugin



Universal TOS Refund Policy Registrant Rights Registration Agreement Privacy Policy Forever Domains





Abuse Policy

Signature (PKCS#1v1.5)

# Case 2:23-cv-00495-MJP Document 17-1 Filed 05/31/23 Page 8 of 136

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WHOIS Privacy services provided by Anonymize.com

Timestamp Mon Mar 13 2023 10:35:41 GMT-0700 (Pacific Daylight Time)



Hash (SHA256)

# Exhibit B



January 11, 2023

David A. Perez
Perkins Coie LLP
1201 Third Avenue, Suite 4900
Seattle, WA 98101-3099
Email: DPerez@perkinscoie.com.

Re: Matthew Adkisson

Dear Mr. Perez:

January 12, 2023, in the amount of \$20,000, and the other no later than January 31, 2023, in the amount of \$307,000. If this is acceptable to Mr. Adkisson, please let me know as soon as possible so the wire transfer of the first installment can be finalized and sent tomorrow. On behalf of Epik Holdings, Inc., Epik shall pay the debt owed to Mr. Adkisson in two installments, one on

Sincerely,

Exemplar Law, LLC

Eric J. Geppert
Managing Director
Corporate & Transactions

cc: Brian Royce Rob Monster

Jonathan Stevens, Esq.

# Exhibit C

Case 2:23-cv-00495-MJP Document 17-1 Filed 05/31/23 Page 12 of 136

> From: Perez, David A. (SEA)

Sent: Monday, January 30, 2023 5:30 PM

T<sub>o</sub>: **Eric Geppert** 

Rob Monster - MVP; JONATHAN STEVENS; Samuel Whitley

Subject: RE: Epik/Adkisson

**Attachments:** Epik Adkisson Proposal 2023-01-11.pdf

Eric

that the company would be paying my client on or before tomorrow. Your letter proposal is Not so fast. The proposal we accepted— -which you sent on behalf of the company--made clear

attached.

We expect the company to honor the agreement it proposed or we will proceed

David

# David A. Perez | Perkins Coie LLP

Partner

Firmwide Chair of Business Litigation

1201 Third Avenue, Suite 4900

Seattle, WA 98101-3099

c: 206.618.4293 p: 206.359.6767

e: <u>DPerez@perkinscoie.com</u>

http://www.perkinscoie.com/dperez/

From: Eric Geppert <egeppert@exemplarlaw.com>

Sent: Monday, January 30, 2023 5:26 PM

To: Perez, David A. (SEA) < DPerez@perkinscoie.com >

Cc: Rob Monster - MVP < rob@monsterventurepartners.com >; JONATHAN STEVENS < jstevensesquire@gmail.com >;

Samuel Whitley <swhitley@whitley-llp.com>

Subject: RE: Epik/Adkisson

Jonathan will speak to you directly.

Eric

Eric J. Geppert

Managing Director

Corporate & Transactions

Exemplar Law, LLC

E: egeppert@exemplarlaw.com C: 1.202.251.9769

From: Perez, David A. (SEA) < DPerez@perkinscoie.com >

Sent: Monday, January 30, 2023 8:25 PM

To: Eric Geppert < egeppert@exemplarlaw.com >

Cc: Rob Monster - MVP < rob@monsterventurepartners.com >; JONATHAN STEVENS < jstevensesquire@gmail.com >;

Samuel Whitley < swhitley@whitley-llp.com >

Subject: RE: Epik/Adkisson

What plan? We agreed to 8 plan already: the final payment would be made on or before January

31. That was the plan.

David

# David A. Perez | Perkins Coie LLP

Partner

1201 Third Avenue, Suite 4900 Firmwide Chair of Business Litigation

Seattle, WA 98101-3099

p: 206.359.6767 206.618.4293

e: <u>DPerez@perkinscoie.com</u>

http://www.perkinscoie.com/dperez/

From: Eric Geppert < egeppert@exemplarlaw.com>

Sent: Monday, January 30, 2023 5:22 PM

**To:** Perez, David A. (SEA) < <u>DPerez@perkinscoie.com</u>>

Cc: Rob Monster - MVP < rob@monsterventurepartners.com >; JONATHAN STEVENS < jstevensesquire@gmail.com >;

Samuel Whitley < swhitley@whitley-llp.com >

**Subject:** RE: Epik/Adkisson

David

Rob Monster's counsel, Jonathan Stevens, will be contacting you with Rob's plan for satisfying the claim.

Best, Eric

Eric J. Geppert

Managing Director
Corporate & Transactions
Exemplar Law, LLC

E: egeppert@exemplarlaw.com
C: 1.202.251.9769

From: Perez, David A. (SEA) < DPerez@perkinscoie.com >

Sent: Saturday, January 28, 2023 12:57 PM

To: Eric Geppert < egeppert@exemplarlaw.com >

Cc: Rob Monster - MVP < rob@monsterventurepartners.com >; JONATHAN STEVENS < jstevensesquire@gmail.com >;

Samuel Whitley <<u>swhitley@whitley-llp.com</u>>

Subject: RE: Epik/Adkisson

Counsel,

you confirm that we will receive it on or before Tuesday? We are now approaching month's end. What is the status of the final \$307,000 payment? Can

David

# Partner David A. Perez | Perkins Coie LLP

Co-Chair Real Estate Litigation 1201 Third Avenue, Suite 4900

Firmwide Chair of Business Litigation

Seattle, WA 98101-3099

p: 206.359.6767

c: 206.618.4293

e: <u>DPerez@perkinscoie.com</u>

http://www.perkinscoie.com/dperez/

From: Perez, David A. (SEA)

Sent: Thursday, January 12, 2023 3:09 PM

**To:** Eric Geppert < egeppert@exemplarlaw.com >

Cc: Rob Monster - MVP < rob@monsterventurepartners.com >; JONATHAN STEVENS < jstevensesquire@gmail.com >;

Samuel Whitley <<u>swhitley@whitley-llp.com</u>>

Subject: RE: Epik/Adkisson

Counsel,

account. Be sure to reference this client/matter: Thank you for the response. The money can be sent directly to Perkins Coie's client trust

Name on Account:

Seattle WA IOLTA Acct Perkins Coie LLP **IOLTA Trust Account** 

Account Number: 9301276532

• • ABA (Routing) Number (Wires): 121000248

ACH (Routing) Number (Transfers) 125008547

• SWIFT Code: WFBI US 6S (For International Wires Only)

Bank Name: Wells Fargo Bank

San Francisco, CA 94104 420 Montgomery Street, 8th Floor Bank Address:

Beneficiary Address: Seattle, WA 98101 1201 Third Ave, Suite 4800

Additional Info (Required): regarding Matt Adkisson, c/m # 113602.0008

31. We will await the first payment, and the remainder of the balance by or before Tuesday, January

David

# David A. Perez | Perkins Coie LLP

Partner

Firmwide Chair of Business Litigation

Seattle, WA 98101-3099 1201 Third Avenue, Suite 4900

p: 206.359.6767 206.618.4293

e: <u>DPerez@perkinscoie.com</u>

http://www.perkinscoie.com/dperez/

From: Eric Geppert < egeppert@exemplarlaw.com >

Sent: Wednesday, January 11, 2023 4:23 PM

To: Perez, David A. (SEA) < <a href="mailto:DPerez@perkinscoie.com">DPerez@perkinscoie.com</a>>

Cc: Rob Monster - MVP < rob@monsterventurepartners.com >; JONATHAN STEVENS < istevensesquire@gmail.com >;

Samuel Whitley <swhitley@whitley-llp.com>

Subject: RE: Epik/Adkisson

David

Attached is a written proposal.

Best,

Learn more about Exemplar:

About Exemplar

Here's to the Crazy Ones(Our WHY)

Managing Director Eric J. Geppert

Exemplar Law, LLC Corporate & Transactions

Washington DC

1.202.251.9769

<u>egeppert@exemplarlaw.com</u>

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From: Perez, David A. (SEA) < <a href="mailto:DPerez@perkinscoie.com">DPerez@perkinscoie.com</a>

Sent: Monday, January 9, 2023 2:36 PM

**To:** Eric Geppert < <u>egeppert@exemplarlaw.com</u>>

Cc: Byrne, Preston < PByrne@brownrudnick.com >; Samuel Whitley < swhitley@whitley-llp.com >

Subject: RE: Epik/Adkisson

 $\operatorname{Counsel}$ 

but enough is enough. even get us halfway there, and the timing is indeterminate. We have been more than flexible, that we need a concrete proposal to make Mr. Adkisson whole right away. We appreciate the communication but this offer is not acceptable. We have said, over and over, This proposal doesn't

confirmation of a proposal that will make Mr. Adkisson completely whole by month's end We are going to proceed next week if, by Wednesday at 5 p.m. PT, we do not receive written

other parties. We will be contacting JJE Capital later today. funds is taking so long suggests to us that the money was misappropriated to JJE Capital and/or transferred out of Epik since Mr. Adkisson's escrow funds were received. That the return of these It has been communicated to us that large sums of capital (in the millions of dollars) have been

# David A. Perez | **Perkins** Coie LLP

Partner

Firmwide Chair of Business Litigation

1201 Third Avenue, Suite 4900

Seattle, WA 98101-3099

206.359.6767

e: <u>DPerez@perkinscoie.com</u> 206.618.4293

http://www.perkinscoie.com/dperez/

From: Eric Geppert < egeppert@exemplarlaw.com>

Sent: Friday, January 06, 2023 12:05 PM

**To:** Perez, David A. (SEA) < <u>DPerez@perkinscoie.com</u>>

Cc: Byrne, Preston < PByrne@brownrudnick.com >; Samuel Whitley < swhitley@whitley-llp.com >

Subject: Epik/Adkisson

offered as a structure for settling the debt owed to Mr. Adkisson. On behalf of the Epik management and the lawyers retained by Messrs. Monster and Royce (both cc'd), the following is

possible thereafter. in repaying a portion of the outstanding Adkisson debt. He is also prepared to fund Epik with the remainder as soon as Mr. Monster is prepared unconditionally to fund Epik with \$20,000 on Monday and \$100,000 before end of month for use

Please feel free to call Preston Byrne for confirmation of Mr. Monster's commitments:

# Preston J. Byrne

Brown Rudnick LLP

601 Thirteenth St NW, Suite 600

Washington, D.C. 20005

202.536.1742

F: 617.289.0442

pbyrne@brownrudnick.com

www.brownrudnick.com

Please let us know if this is an acceptable framework for a settlement in lieu of civil litigation.

We all look forward to hearing from you.

Eric Best,

Learn more about Exemplar:

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- Here's to the Crazy Ones(Our WHY)

# Eric J. Geppert

Corporate & Transactions Managing Director

Exemplar Law, LLC

Washington DC

C: 1.202.251.9769

egeppert@exemplarlaw.com

# 7 T

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NOTICE: This communication may contain privileged or other confidential information. If you have received it in error, please advise the sender by reply email and immediately delete the message and any attachments without copying or disclosing the contents. Thank you.

# Exhibit D

Subject:

Sent:

From:

Followup on balance owed from Epik Holdings Inc Perez, David A. (SEA); Matt Adkisson

Tuesday, January 31, 2023 8:27 PM

Rob Monster - MVP <rob@monsterventurepartners.com>

Hello David and Matt,

I am following up on the matter of the balanced owed to Matt Adkisson from Epik Holdings Inc

would be settled As you know, I advanced \$20K on January 14, 2023 from personal funds. This was a stop-gap payment done in good faith from limited funds in order to assure that (1) the total amount owed of \$327K is not in dispute and (2) the balance

Company is apparently unable to cover the balance of the amounts owed to Mr Adkisson In the meantime, during a series of formal board meetings completed yesterday, January 30, 2023, I learned that the

Beyond a primary residence, most of my remaining assets are illiquid private equity interests In parallel to the Company's efforts to raise liquidity, I have actively endeavored to raise funds through asset sales

balanced. I also have insufficient personal borrowing capacity to make up for the shortfall As of this evening on January 31, 2023, I have not completed asset sales in an amount sufficient to step in for the full

breach has remain uncured. my original move to non-executive Chairman on September 2, 2022 were promptly breached by the Company and this On a related note, you should be aware that I am presently in an ongoing dispute with Epik Holdings Inc as the terms 으

The purpose of appointing Mr Royce was in part due to his claims of being able to work with current and potential funding partners and, as well as, to secure forbearance from a prior/existing relationship with the company's largest lenders.

Since the change of CEO, I do believe the company has had ample opportunity to fund a refund to Mr Adkisson. In particular, I can confirm that the following major funds were brought into the company, and/or kept by the Company.

- On September 14, 2022, I signed off on a personal guarantee for \$1 million of new borrowing from a commercial lender.
- On October 13, 2022, I waived rights to proceeds from a \$1.36 million divestiture of a software asset, of which \$1 million was received by the company in mid-October.

Divestiture of domain assets in an amount of more than \$600,000 in cash.

In addition, so that you know that any pain to Mr Adkisson with regards to non-receipt of funds has been shared:

- \$350K that was due to me from the company on October 1, 2022 As of end-September, I received no further payouts from the company, including a lump sum payment in the amount of
- compensation of \$20K per month. I have not pursued payout of deferred salary accrual in the amount of \$1.996 million in addition to ongoing cash

past and present. During the Epik board meetings yesterday, I did attempt to resolve my outstanding disputes with the Company based on the Chairman agreement of September 2, 2023. I was unable to do so despite ample accommodations made by me, both

impaired my ability to work with potential investors, albeit in a non-executive capacity. This issue has also gone uncured For reasons that remain obscure, the Company disabled my Epik email address as of December 8, 2022, which has

in dispute exact number of shares owed is unknown. Claims and counter-claims for moneys owed to and from the company are also The Company has raised questions about my share ownership. While my status as "majority owner" is not in dispute, the

removal from the Board, despite being the founder and majority shareholder. I have not complied with this request. As of January 4, 2023, at the direction of the primary lender, the company has been actively seeking my permanent

persons who placed trust in me during my tenure as Executive or Director. As you know, Mr Adkisson is one of those A primary concern about going off the Board would be the risk of a bankruptcy filing that would very possibly wipe out

In the absence of resolution with the Company, I have been unable to pursue other interim funding arrangements from friends/family, sufficient to cover the full amount of \$307,000, in part because I currently have no ability to assure them of future repayment.

\$307,000, I am committed to covering this personally, and doing so asap. As for how to get Mr Adkisson paid off, in the event that the Company does not, or will not settle the balance due of

security interest in personal real assets for the remaining shortfall owed from Epik Holdings Inc. In closing, I wish to convey my most sincere apology for the present situation. When I agreed to become a non-executive If a direct arrangement of settlement is acceptable, I will work with you on the required documentation, and related

Chairman in September 2022, I had not the foggiest idea that we would find ourselves in a crisis of this magnitude just a

I am happy to discuss live as needed.

few months later!

Regards, Rob Monster

# Exhibit E

From: Francisco Pretus
To: Marcelo, Christian W. (SEA)
Cc: Manuel Casals
Subject: Epik / Masterbucks

 Date:
 Friday, May 5, 2023 4:39:12 AM

 Attachments:
 image001.png

 image002.png

Mr. Marcelo,

I am a lawyer in Barcelona

Spanish nationality and resident in Barcelona. He is copied in this mail am contacting you on behalf of a client, Manuel Casals (MC hereinafter), of

Masterbucks company filed by Mr. Matthew Adkisson. I am writing to you because my client is also a victim of the scam. identified that you are acting as a lawyer in the lawsuit against Epik and

# The facts are as follows:

- -MC sold a domain for 50.000\$, and Epik was an intermediary in the transaction.
- of the former USSR -The buyer paid in Bitcoins, I think he was a Russian national or a country
- -The buyer is using the domain.
- -MC was allowed to make outlets for 12.000€ from Epik.
- more and leave the requests as "pending" -Since July 2022, of the remaining 38.000€, they don't let MC withdraw
- abuse department and they have not solved the case -MC has been in contact with the customer service department and the

MC has exchanged a lot e emails with one of the defendants, Rob Monster, collaborate, as we have very well documented the fraudulent activities of Elik. I thought it might be in the interest of your case, your lcient, and mine, that we which might be significant for the case

Kind regards,

Francisco Pretus Bufete G.Pretus Mallorca 272-276 5º 8º

08037 Barcelona M: +34 639117363

T: +34 932022055

www.gpretus.com

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Antes de imprimir este correo, piense si es realmente necesario. El medio ambiente se lo

agradecerá. 🌡

# Exhibit F

From: <u>:</u> Perez, David A. (SEA)

Marcelo, Christian W. (SEA)

Subject: RE: Addition to Epik Fraud Case

Date: Wednesday, April 5, 2023 1:05:22 PM

Dear Neil

Thanks for your message. I'm removing our client, Matt, and adding my colleague Christian, who can set up a time to interview you.

David

# David A. Perez | Perkins Coie LLP

**Co-Chair Real Estate Litigation** Firmwide Chair of Business Litigation

1201 Third Avenue, Suite 4900

Seattle, WA 98101-3099

p: 206.359.6767

c: 206.618.4293

e: <u>DPerez@perkinscoie.com</u>

http://www.perkinscoie.com/dperez/

From: Neil Bostick <neil@qeip.com>

**Sent:** Wednesday, April 05, 2023 12:16 PM

To: Perez, David A. (SEA) < DPerez@perkinscoie.com>

Cc: madkisso@gmail.com

Subject: Addition to Epik Fraud Case

Hey David

reached out to him (having heard that you guys sued Epik). Good to connect. Matt referred me to you (to tell you about my interaction with Epik) after I

the first few days of November but it has now been exactly 5 months and there has been no consent to - I had asked for USD as my payment option). I was suppose to get paid out \$25,000 in released to the buyer while they send me my proceeds in their Masterbucks currency (which I didn't paid via the platform and I transferred the domain from Godaddy to Epik and then had the domain brokering for a client (TXV.com). Through the sale (and traditional escrow procedures), the buyer domains for \$25,000 of net proceeds - one of which I owned (RVJ.com) and another which I was Here's the simple story: I used Epik's escrow service in late October to sell two 3 letter .COM delayed). progress (despite their claims that they are actively sending out funds to masterbucks holders, albeit

immediately but this obviously didn't happen this time. They are obviously doing criminal fraudulent I have used their service a number of times before without issue and have gotten payout you guys were taking the initiative to bring them to justice behavior (while trying to operate a seemingly legitimate business) and I was encouraged to hear that

with how things go. Please let me know if there is anything I can do to help. I would appreciate if you keep me updated

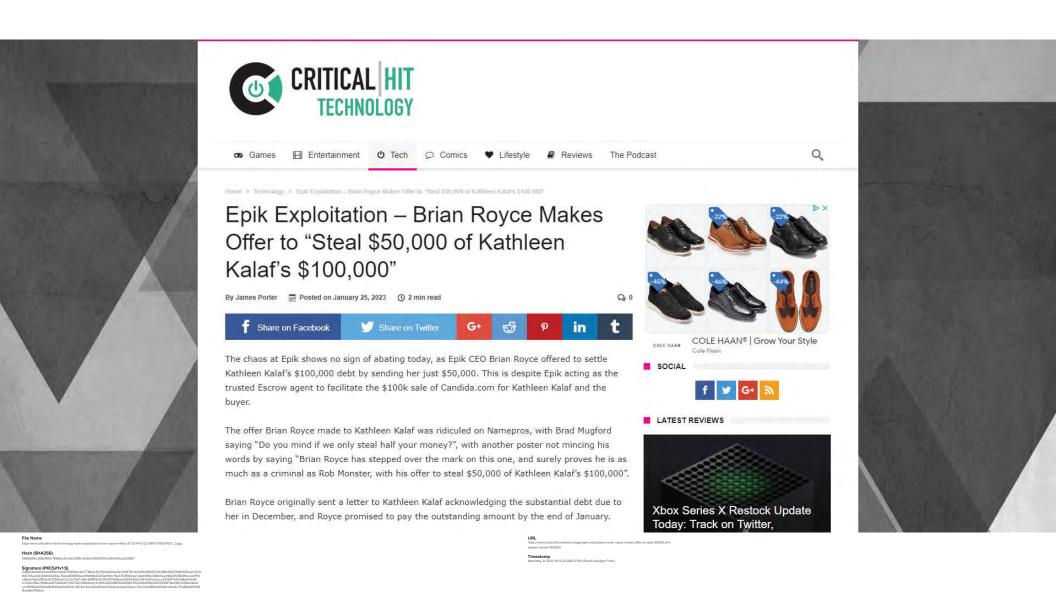
Thank you,

Neil P. Bostick
Founder | QEIP LLC
neil@qeip.com | +1 (646) 797-3158 | NPB.com
Connect with me on LinkedIn™

QEIP.com | Manhattan's Digital Branding Agency 30 Cornelia Street (Suite 10) New York, NY 10014

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# Exhibit G





Signature (PKCS#1v1.5) 15ea728114289e6a3a15d28901c



# Kathleen,

Epik Holdings Inc acknowledges the debt of 91,000 USD. This debt is for the sale of your domain Candida.com for \$100,000, less the 9% commission on Epik Marketplace. We have confirmed that the money for the domain was sent, and Epik Holdings Inc received it. I can also ensure that we will make our best effort to return the funds you are owed before the end of January 2023. We are in the process of doing an asset sale and it is my strong belief that we will be able to produce and send you these funds sooner.

Thank you for your patience and understanding.

Brian Royce CEO Epik Holdings Inc.



CriticalHit Gets a Sneak Preview of Top Gear Series 31...



Twelve Minutes Review - Stuck in a Mystery Time Loop



Cris Tales Reviews - Present, Past, and Future Collide



F9: The Fast Saga Review



## ADVERT

# LATEST POSTS



# Tips on Photo Shooting with Animals

We've been talking about the different life advice for some time already. With this ...





File Name

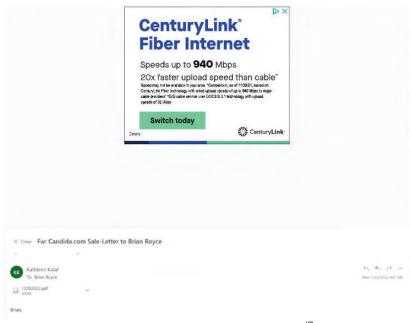
(5c18abfaa978/363565684c68842c4fade95b138b1512305049a6b3ee2aOa

Signature (PKCS#1v1.5)

\(\text{Signature}\) (\*\text{N-sign}\) (\*\text{N

Kathleen Kalaf said "He also sent me numerous texts in December, leading me to believe I may be paid by the end of December. It didn't happen. Over the past 2 weeks, he has led me to believe he will get me paid, and last week asked me if I would settle for \$50K, or take a payment plan. I declined on settling. I am not interested in settling for \$50K. He then said that he would wire funds to me \$50K by Friday 1-20-23, or today, Monday, 1-23-23, and pay the balance to me by the end of February 2023."

Kalaf then followed up the lack of payment by sending the following email to the Epik CEO.





Shinunoga E-Wa Meaning by Fujii Kaze : English Lyrics & Meaning



How to Put Together the Right Playlist for Your Next Party



The 3 Best Beachfront Properties in Dubai



Linear vs Tactile vs Clicky Mechanical Keyboard Switches – There's One Clear Winner...



## **COMPETITIONS**



# Win a spooky Resident Evil Village hamper!

May 7, 2021

A spooky European village. Properly scary castle mania. Vampires. Werewolves! The only thing more frightening, is a glimpse at your empty bank account when it comes to deciding whether or not you can grab Resident Evil Village this month. Capcom's successor to its long-

URL https://www.criticalhit.net/technology/epik-exploitation-brian-royce-makes-offer-to-steal-50000-of-lathleen-kalafis-100000/

Timestamp
Wed May 31 2023 14:13:23 GMT-0700 (Pacific Daylight Time)



# 



ie Name ps-www.criticalhit.net-technology-epik-exploitation-brian-royce-m-May-31-23-14-13-23-GMT-0700-(PDT)\_3.jp

Hash (SHA256)
(red3%-793/HDk-r/5%3059-red-049ba/barta442347745/49-4255391899099)

Signature (PKCS#1v1.5)

I have been following up and chasing you for payment for the sale of Candida com since September 27th, 2012. You sent me a letter distanced, on December 5th, indicating that you introded to pay me in full for Candida com by the end of January 2013. We have talked mad tested many forms since the, and you have made many promise that have not been being. In December to pay me indicated that you implict pay me soones, but this failed to occur. Last week, you indicated that you would write me funds by Friday or Monday (today) at the latest. As of this morning, you are commission to pay on this week.

For nearly 4 months, I have been chasing you. For the past 8 weeks, you have been making promises, stalling me, and leading me on, and this is taking way too long. I am very concerned that this is going to continue.

I think that someone at Epik bought Candida.com, to either re-sell it, or to use it as part of a business valuation or collateral for a loan. The domain is still parked at Epik, waiting to be adopted. If this was done, this is not legal, and it was done while you were CEO on September 27th.

I am demanding that you provide some proof that this domain was sold to a third party, and not to someone at Epik, and payment in full immediately

Kathleen Kal

In the letter, Kalaf made reference to Brian Royce's failure to keep any promises made by saying "For the past 8 weeks, you have been making promises, stalling me, and leading me on" and speculated that in fact "someone at Epik bought Candida.com, to either re-sell it, or to us it as part of a business valuation or collatertal for a loan. The domain is still parked at Epik, waiting to be adopted. If this was done, this is not legal, and it was done while you were CEO on September 27th". She continued by saying "I am demanding that you provide some proof that this domain was sold to a third party".



The possibility that Epik "bought" the domain for \$100,000, and placed the unwithdrawable funds in Kalaf's account may mean that Epik stole the domain, with the hope of reselling it, whilst Brian Royce was in charge.

running survival-horror franchise is finally out, and if you've read our review then you know the game is a winner on multiple levels.



Win a copy of Doom 3 VR Edition on PlayStation!

March 31, 2021



Win an Epic Blizzard 30th Anniversary celebration collection pack!

February 9, 2021



And the winner of our Lego Star Wars set is...

December 18, 2020







PlayStation Showcase - A Recap of All the Announcements





New on Netflix: July 2021



Guilty Gear Strive Review
- Better call Sol

DC Super Hero Girls: Teen Power Review - The Just-Us League



https://www.criticalhit.net/technology/epik-exploitation-brian-royce-makes-offer-to-steal-50000-of-lathleen-kalafs-100000/

Timestamp Wed May 31 2023 14:13:23 GMT-0700 (Pacific Daylight Tin

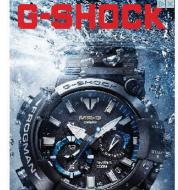






Signature (PKCS#1v1.5) ta3a913aaa9386173a94bab541c2









Shinunoga E-Wa Meaning by Fujii Kaze: English Lyrics & Meaning Damian Richards 44 mins ago



How to Put Together the Right Playlist for Your Next Party James Porter 3 hours ago

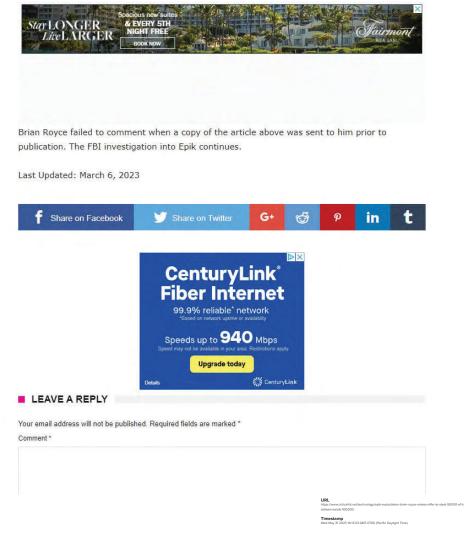




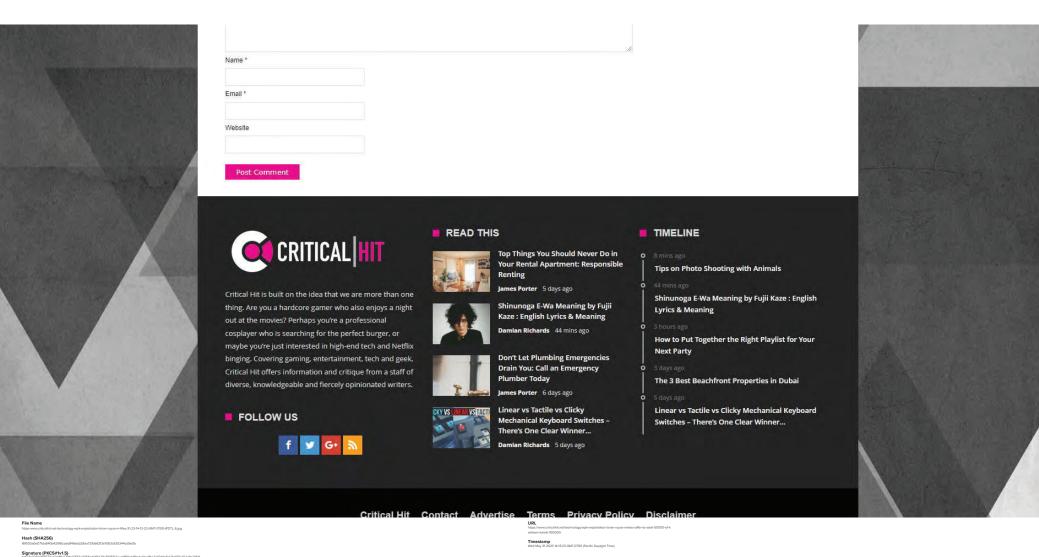


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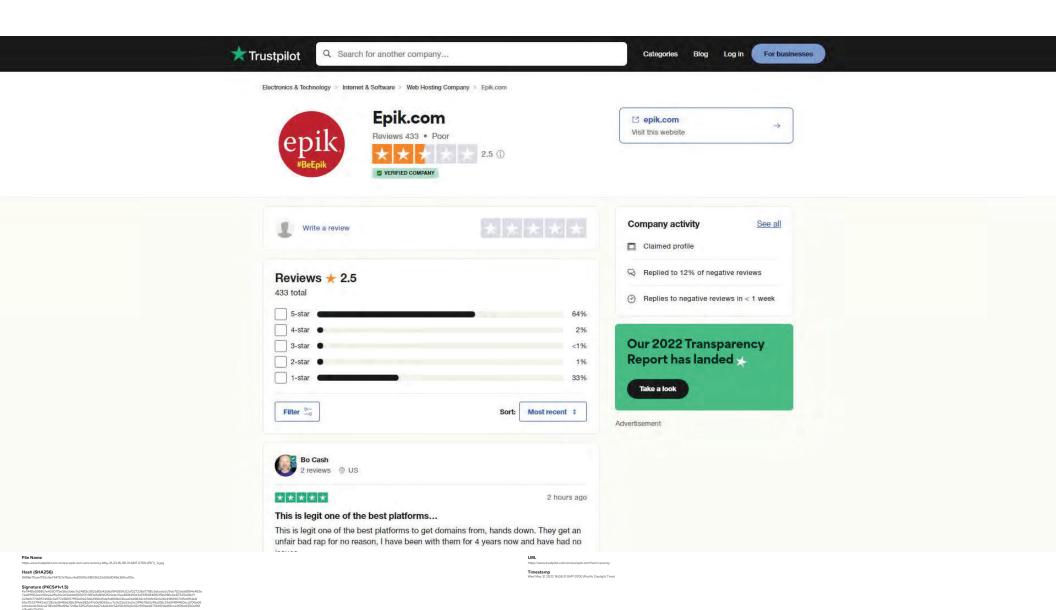
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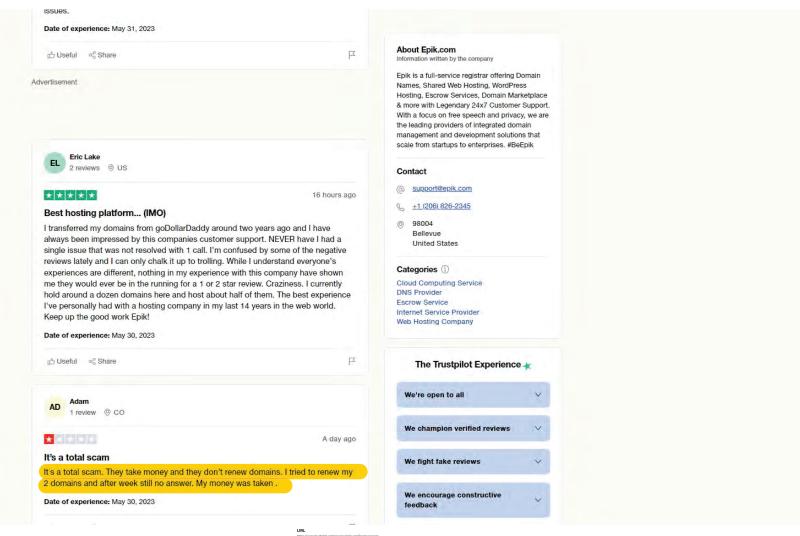
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URL https://www.criticalhit.net/technology/epik-exploitation-brian-royce-makes-offer-to-steal-5000

Timestamp

#### Exhibit H





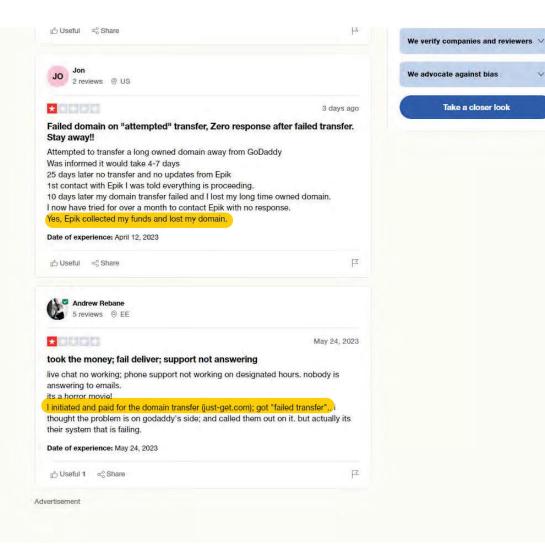
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https://www.trustpilot.com/review/epik.com/sort-recency

Timestamp

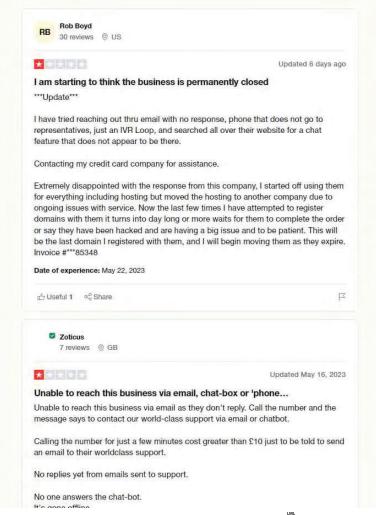
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Take a closer look



Hash (SHA256) Signature (PKCS#1v1.5)

Timestamp Wed May 31 2023 16:08:31 GMT-0700 (Pacific Daylight Time)



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ash (SHA256) 11d90d205d126cffbef66c5fde5c116143e1f94b135e7c0726303d53f512

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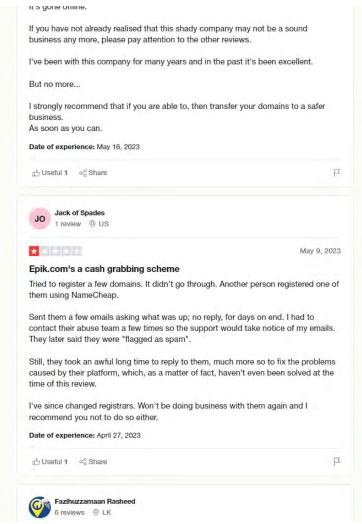
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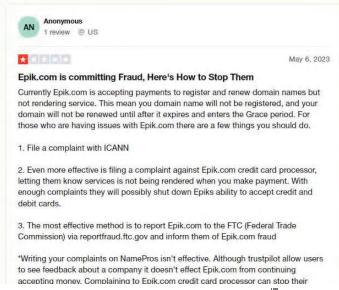


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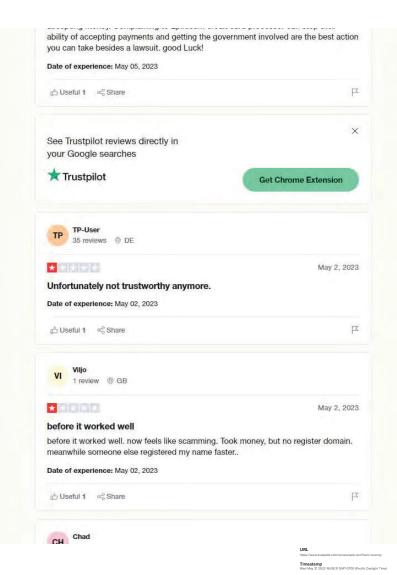
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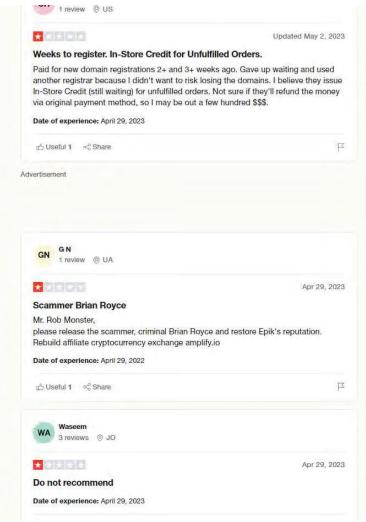
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Timestamp Wed May 31 2023 16:08:31 GMT-0700 (Pacific Daylight Time)



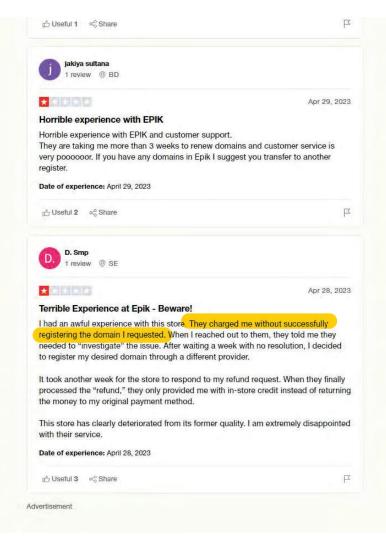
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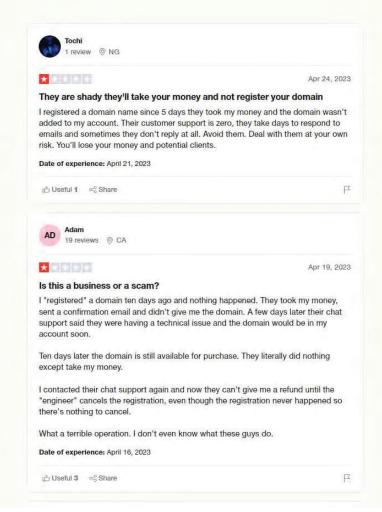


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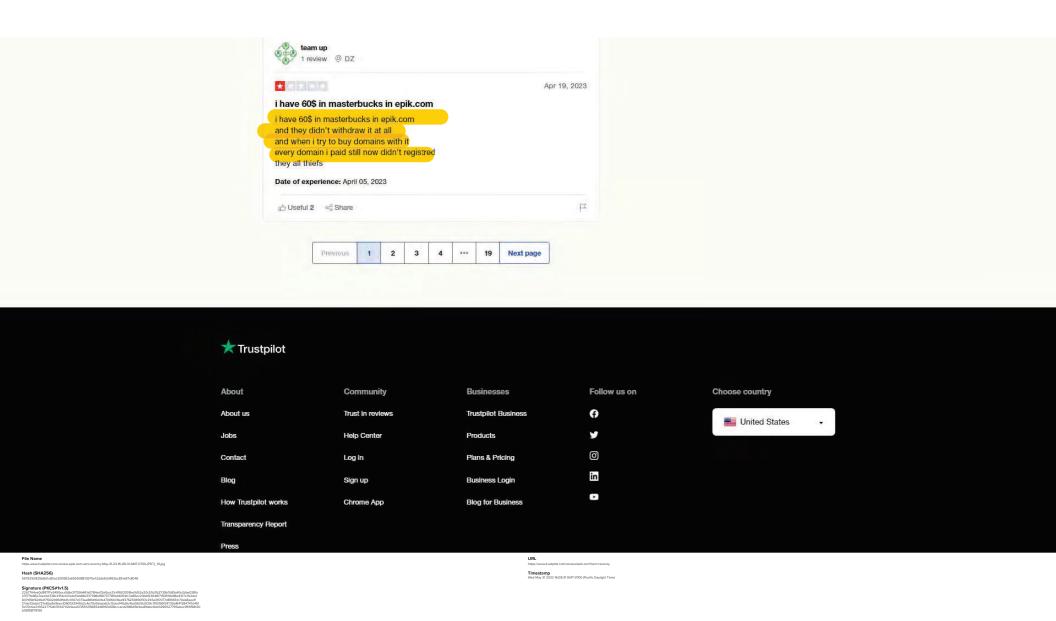


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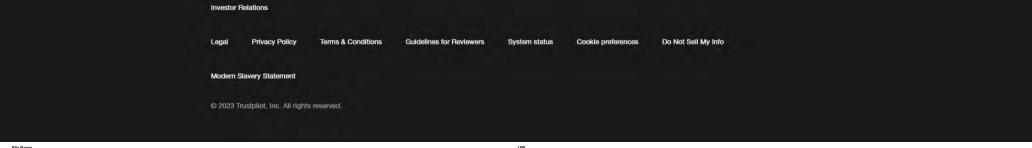
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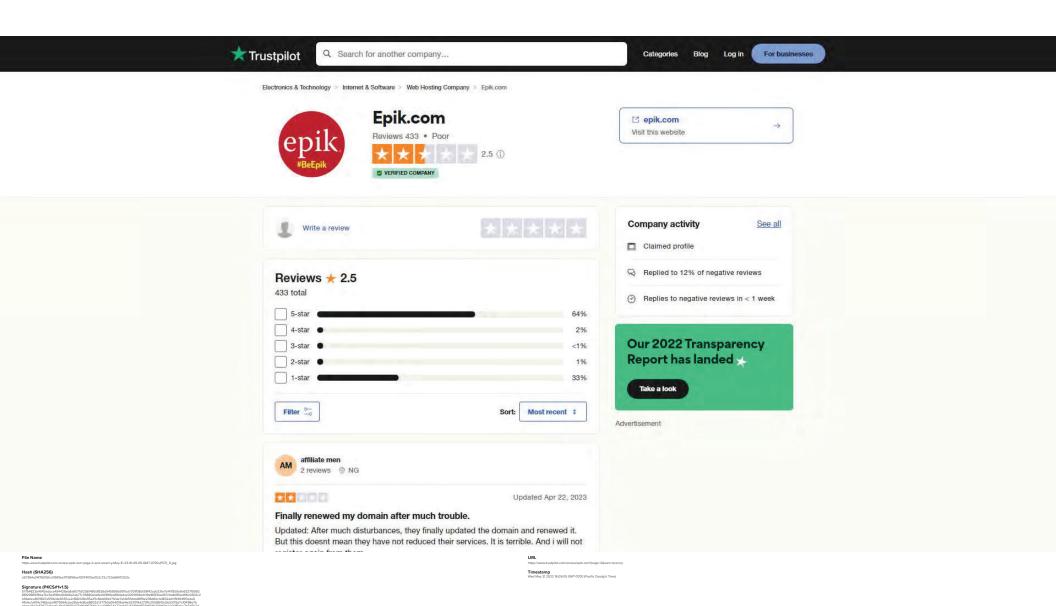


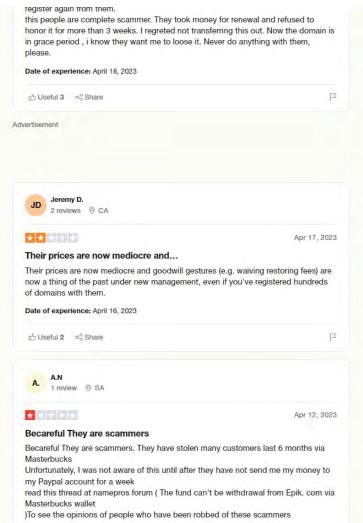
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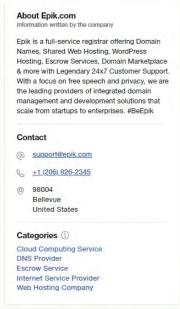


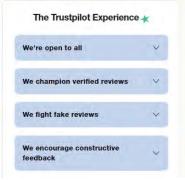
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#### Exhibit I

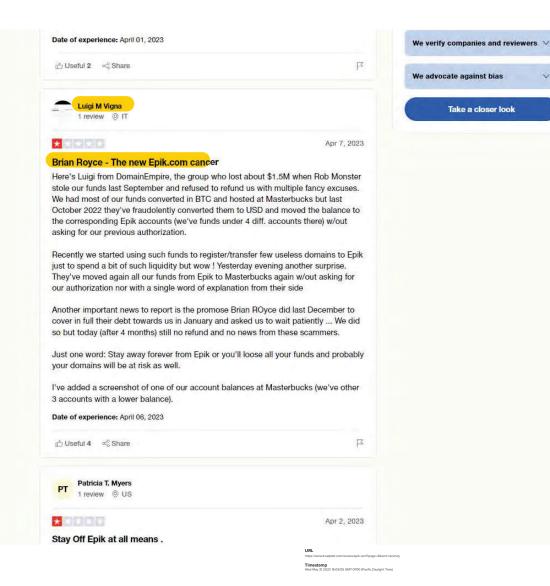






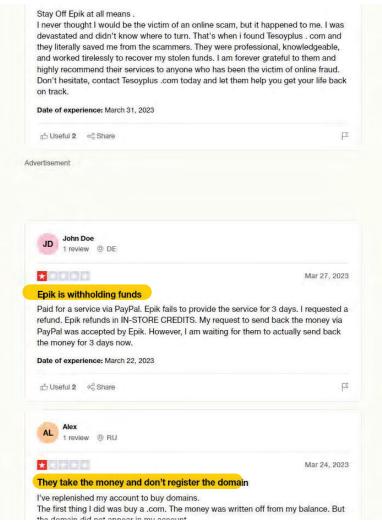


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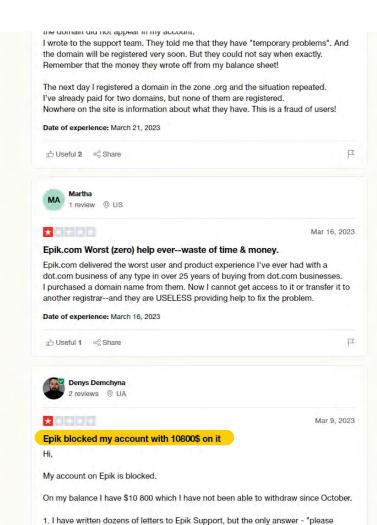


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Hash (SHA256)



Hash (SHA256)



2. Tony several times guaranteed me that he will help to withdraw my funds! But for

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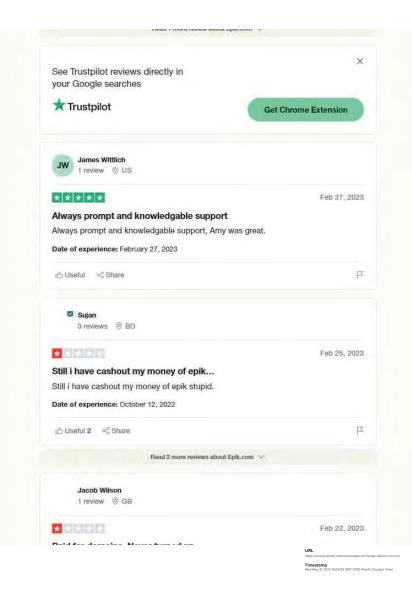


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44-513-64-5600ab 22-6400ab 22-640

### Paid for domains, Never turned up. Custom support ignored me and I actually paid for one multiple times thinking my payment didn't go through. No refund or contact. Date of experience: February 15, 2023 Deliving 2 Share

Advertisement



I cannot discourage you enough from using this registrar.

I bought three domains from Epik's marketplace. I didn't receive any of them because of a problem on their end. I then requested a refund. After a month of waiting, I began contacting customer service almost daily asking about where my refund is. Eventually I was refunded for the transfers failing, but not for the actual domain purchases. I then started asking to be refunded into my original payment method, and didn't hear anything for another month, even though I was promised that I would hear back within 24 hours. Also, I had to agree to a "convenience fee" if I wanted a refund in my original payment method - the inconvenience being all mine.

After contacting customer service again, I was finally refunded, in store-credit, for the domains I bought. Once again I requested a refund in my original payment method and after one week of waiting for any kind of reply, I decided to just use the store-credit to purchase a domain. On that same day I was "conveniently" contacted by customer service and told that since I spent my store-credit, no refund will be coming my way.

Have I received the new domain I spent my store-credit on? Nope. I also haven't heard anything back from customer service. Again.

Epik has moved from being a domain registrar to a company that systematically defrauds its own customers. If you have the misfortune of having to deal with them, at least use a credit card so you can file a dispute with your credit card company when you will inevitably be scammed for your money. Luckily, I'm only out \$60, others have

File Name

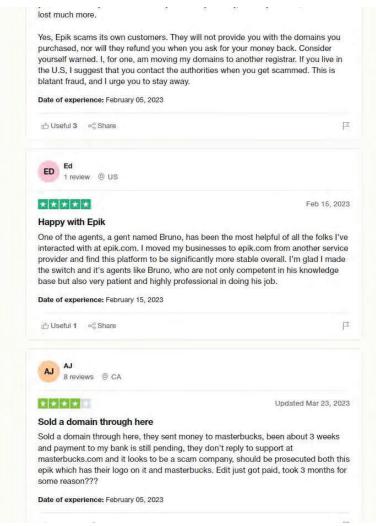
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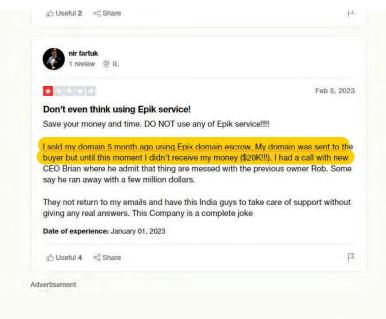
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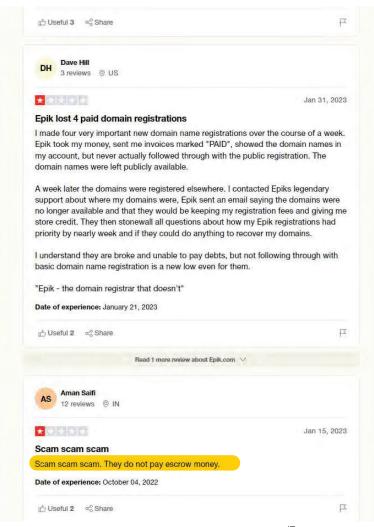


Dave 20 reviews © EC	
* 0 1 2 0	Updated Feb 3, 2023
BEWARE - EPIK IS TERRIBLY U	UNETHICAL
out of my domains that passed the REDEEM section, where they go try HONOUR the LEGAL FACT that you domains. They kidnap your domain so that you can not transfer your Do	lgy company. In my case, they quickly locked me renewal date just some days and put them in their ying to charge stiff fees. They DO NOT CARE OR u are within the legal time frame to transfer your is by simply refusing to provide the AUTH CODES omains. Never mind what. This is highly unethical 3EWARE WITH EPIK - HUGE RED FLAG.

File Name https://www.trustpilot.com/ev/ew-epik.com-page-2-sort-recency-May-31-23-16-09-05-GMT-0700-(POT). Hash (SHA256) https://doi.org/10.1016/j.com/ev/ew-epik.com-page-2-sort-recency-May-31-23-16-09-05-GMT-0700-(POT). Hash (SHA256)

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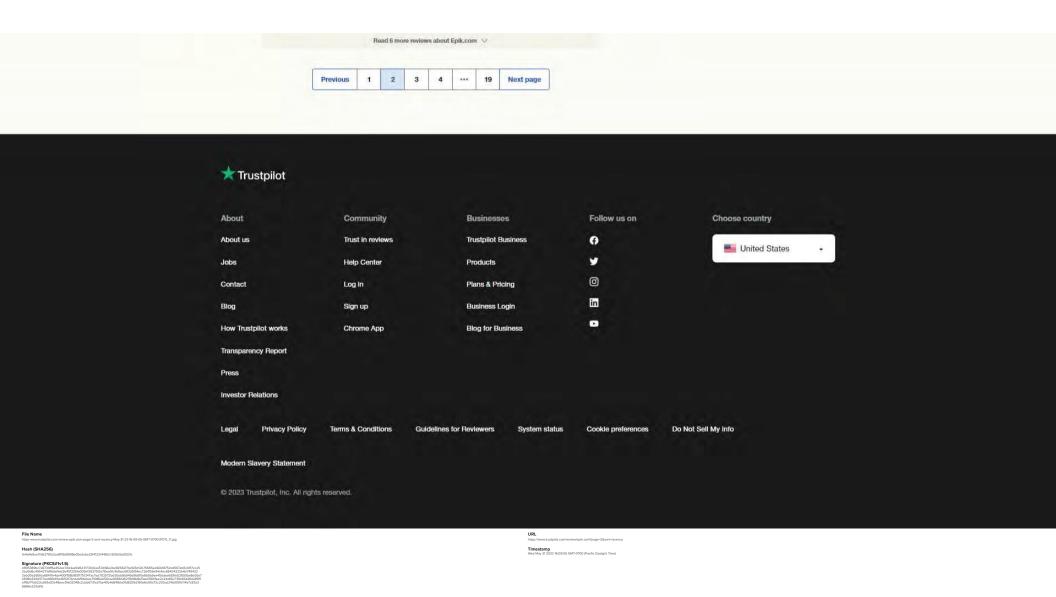
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Timestamp
Wed May 31 2023 16:09:05 GMT-0700 (Pacific Daylight Time)



# Exhibit J

From: Brian Royce <b.royce@epik.com>

Sent: Tuesday, April 11, 2023 10:30 AM

<u>.</u> Marcelo, Christian W. (SEA); Andrew R. Escobar <aescobar@seyfarth.com>;

rob@monsterventurepartners.com

S Perez, David A. (SEA); Harkness, Brooke (SEA)

Subject: Re: Adkisson v. Epik, et al. 2:23-cv-00495-MJP

We have engaged Andrew to represent the company. He is out on spring break until Monday. No asset sales are pending

at this time

From: Marcelo, Christian W. (SEA) < CMarcelo@perkinscoie.com>

Date: Tuesday, April 11, 2023 at 11:44 AM

**To:** Brian Royce <b.royce@epik.com>, Andrew R. Escobar <aescobar@seyfarth.com>,

rob@monsterventurepartners.com < rob@monsterventurepartners.com >

Cc: Perez, David A. (SEA) <DPerez@perkinscoie.com>, Harkness, Brooke (SEA) <BHarkness@perkinscoie.com>

Subject: Adkisson v. Epik, et al. 2:23-cv-00495-MJP

Mr. Royce, Mr. Monster,

apparent effort to avoid repayment to creditors, parties that entrusted Epik with "escrow" funds, and judgment in these control ("Epik") as defendants. It has recently come to our attention that Epik may be planning to sell its assets in an proceedings. Such a transfer would be unlawful and a basis for Mr. Adkisson to seek immediate injunctive relief As you know, we are counsel to Mr. Adkisson in his recent lawsuit naming yourselves, and the Epik entities you own and

legal counsel, are available to confer. We would like to confer on this issue at your earliest convenience. Please provide a few times this week you, or your

Christian

### Christian Marcelo | Perkins

Coie LLP

COUNSEL

1201 Third Avenue Suite 4900 Seattle, WA 98101-3099 D. +1.206.359.3315

.206.359.4315

NOTICE: This communication may contain privileged or other confidential information. If you have received it in error, please immediately delete the message and any attachments without copying or disclosing the contents. Thank you. advise the sender by reply email and

Exhibit K

**From:** Escobar, Andrew R. <aescobar@seyfarth.com>

**Sent:** Monday, May 15, 2023 11:22 AM

<u>.</u> Perez, David A. (SEA); Marcelo, Christian W. (SEA); Rob Monster - MVP

Harkness, Brooke (SEA); Hulteng, Meryl A.; Kelley, Jason; Hyatt, Heath(SEA)

Subject: RE: Epik/Adkisson - Notice of intent to seek TRO

David,

directly from the sale proceeds of up to \$330K in exchange for a release of all claims. If this can be achieved client in touch with the buyer. Adkisson a few months ago. If a deal does appear to be achievable, Epik is willing to put you and/or your this is more than the \$307K in principal that your client is owed after the \$20K payment that was made to Mr. unsecured creditors, including your client, with the goal if possible to have a payment made to your client TVT) to agree to less than what they are owed and that would include a pool of money to be set aside to pay enjoin. Epik is endeavoring to try to reach a transaction that would require its two secured creditors (JJE and but to reiterate what I conveyed to Christian on Friday, there is no deal at this time and thus there is nothing to Thank you for your email. Either Mr. Monster misspoke or there was a miscommunication between you two,

Quite simply, there is no basis for your client to seek a TRO.

Best regards,

Andrew

Andrew R. Escobar | Partner | Seyfarth Shaw LLP 999 Third Avenue | Suite 4700 | Seattle, Washington 98104-4041 Direct: +1-206-946-4968 | Mobile: +1-206-419-0239 aescobar@seyfarth.com | www.seyfarth.com



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From: Perez, David A. (SEA) < DPerez@perkinscoie.com>

Sent: Saturday, May 13, 2023 10:20 AM

To: Escobar, Andrew R. <aescobar@seyfarth.com>; Marcelo, Christian W. (SEA) <CMarcelo@perkinscoie.com>; Rob

Monster - MVP <rob@monsterventurepartners.com>

<JKelley@seyfarth.com>; Hyatt, Heath (SEA) <HHyatt@perkinscoie.com> Cc: Harkness, Brooke (SEA) <BHarkness@perkinscoie.com>; Hulteng, Meryl A. <mhulteng@seyfarth.com>; Kelley, Jason

Subject: Epik/Adkisson - Notice of intent to seek TRO

Andrew, Rob,

to transfer the valuable assets of the company to a third party, leaving it unable to re-pay Our client is very concerned, and with good reason, that this so-called asset sale will serve only

consumers like Mr. Adkisson, causing irreparable harm. We are also concerned that, by like Mr. Adkisson. definition, what the company is now selling includes assets that necessarily belong to consumers

confirmed yesterday that the asset sale is going forward, but refused to disclose who this from you and from Mr. Rocye--was that no such asset sale was forthcoming. But Mr. Monster supposed buyer is, or what the buyer is purchasing We previously warned you about these concerns several weeks ago via e-mail, and the response--

what he is owed. Without assurances that our client will be made whole (including principal, interest, attorneys' we have to assume that the asset sale will only make it impossible for our client to recover

Mr. Adkisson must be made whole in defendants like Royce, Mr. Monster, and the corporate defendants. That trust was breached like Mr. Adkisson made no such investment, and incurred no such risk. They placed their trust of investors--who, by definition, run a risk each time they make an investment. But consumers You have suggested that certain investors or creditors must take a "haircut." That might be true

transaction. written assurances from the purchaser that our client will be made whole as part of the the transaction / sale that defendants have referenced, unless we are provided binding and So this is notice that we will be seeking a temporary restraining order with the Court to block

Otherwise, we will proceed with a motion seeking a temporary restraining order next week. Please let us know by Monday at 12 p.m. whether defendants can secure such a commitment

to JJE and TVT separately. so that they are aware of our intention to seek Court intervention. We will also be reaching out Your clients should, of course, disclose this notice to any party in this contemplated transaction

I am available this weekend to discuss.

David

## David A. Perez | Perkins Coie LLP

Partner

Firmwide Chair of Business Litigation Co-Chair Real Estate Litigation

1201 Third Avenue, Suite 4900

Seattle, WA 98101-3099 p: 206.359.6767

c: 206.618.4293

e: <u>DPerez@perkinscoie.com</u>

http://www.perkinscoie.com/dperez/ [perkinscoie.com]

---Original Message----

From: Escobar, Andrew R. <aescobar@seyfarth.com>

Sent: Friday, May 12, 2023 5:23 PM

To: Marcelo, Christian W. (SEA) < <u>CMarcelo@perkinscoie.com</u>>

Cc: Perez, David A. (SEA) < <u>DPerez@perkinscoie.com</u>>; Harkness, Brooke (SEA)

<<u>BHarkness@perkinscoie.com</u>>; Hulteng, Meryl A. <<u>mhulteng@seyfarth.com</u>>; Kelley, Jason

<<u>JKelley@seyfarth.com</u>>

Subject: Re: Epik/Adkisson

Thank you, Christian. Please include Meryl Hulteng and Jason Kelley (cc'd) on our e-service list.

Andrew

Andrew R. Escobar | Partner | Seyfarth Shaw LLP

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Direct: +1-206-946-4968 | Mobile: +1-206-419-0239 <u>aescobar@seyfarth.com</u> | <u>www.seyfarth.com</u>

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On May 12, 2023, at 4:08 PM, Marcelo, Christian W. (SEA) < CMarcelo@perkinscoie.com > wrote:

should include for Epik and Royce service list. When serving Plaintiff, please send to the below addresses. Let us know what recipients we Andrew, Following up on our call this morning regarding our agreement to service by email

cmarcelo@perkinscoie.comdperez@perkinscoie.comHHy at t@perkinscoie.combharkness@perkinscoie.co

Andrew

include for Epik and Royce service list. serving Plaintiff, please send to the below addresses. Let us know what recipients we should Following up on our call this morning regarding our agreement to service by email. When

cmarcelo@perkinscoie.com<mailto:cmarcelo@perkinscoie.com>

dperez@perkinscoie.com<mailto:dperez@perkinscoie.com>

HHyatt@perkinscoie.com<mailto:HHyatt@perkinscoie.com>

\* bharkness@perkinscoie.com<mailto:bharkness@perkinscoie.com>

Christian Marcelo | Perkins Coie LLP D. +1.206.359.3315

From: Escobar, Andrew R. <aescobar@seyfarth.com>

Sent: Tuesday, May 9, 2023 10:42 AM

To: Perez, David A. (SEA) < <u>DPerez@perkinscoie.com</u>>; Marcelo, Christian W. (SEA)

<<u>CMarcelo@perkinscoie.com</u>>

Subject: RE: Epik/Adkisson

morning. Thanks for following up - I arrived very late last night and am catching up on emails this 10am on Friday works for me.

hard money lenders) and provide you with the relevant documentation on an FRE 408 basis send you a separate email before Friday identifying the secured lenders (who are third-party We can also discuss your other email then as well. In short, there is no deal at this time.

999 Third Avenue | Suite 4700 | Seattle, Washington 98104-4041 Andrew R. Escobar | Partner | Seyfarth Shaw LLP

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aescobar@seyfarth.com<mailto:aescobar@seyfarth.com> |

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From: Perez, David A. (SEA) < <u>DPerez@perkinscoie.com</u>< <u>mailto:DPerez@perkinscoie.com</u>>>

Sent: Tuesday, May 9, 2023 9:49 AM

To: Marcelo, Christian W. (SEA)

<<u>CMarcelo@perkinscoie.com<mailto:CMarcelo@perkinscoie.com</u>>>; Escobar, Andrew

<<u>aescobar@seyfarth.com<mailto:aescobar@seyfarth.com</u>>>

Subject: RE: Epik/Adkisson

AM To: Escobar, Andrew R. <aescobar@seyfarth.com> Marcelo, Christian W. (SEA) < CMarcelo@perkinscoie.com > Sent: Monday, May 08, 2023 9:15 Andrew, Following up here. We need to schedule this call. David ---Original Message-From:

andrew

Following up here. We need to schedule this call.

David

----Original Message----

From: Marcelo, Christian W. (SEA)

<<u>CMarcelo@perkinscoie.com<mailto:CMarcelo@perkinscoie.com</u>>>

Sent: Monday, May 08, 2023 9:15 AM

To: Escobar, Andrew R. <aescobar@seyfarth.com<mailto:aescobar@seyfarth.com>>

Cc: Perez, David A. (SEA) < <u>DPerez@perkinscoie.com</u>< <u>mailto:DPerez@perkinscoie.com</u>>>

Subject: RE: Epik/Adkisson

Friday is fine, can you do the morning? 10am?

Christian Marcelo | Perkins Coie LLP

D. +1.206.359.3315

----Original Message-----

From: Escobar, Andrew R. <a href="mailto:aescobar@seyfarth.com">ailto:aescobar@seyfarth.com<>>

Sent: Monday, May 8, 2023 6:59 AM

To: Perez, David A. (SEA) < <u>DPerez@perkinscoie.com</u>< mailto: <u>DPerez@perkinscoie.com</u>>>

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Subject: Re: Epik/Adkisson

I'm traveling the first part of this week. How does Friday look on your end?

Andrew R. Escobar | Partner | Seyfarth Shaw LLP

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aescobar@seyfarth.com<mailto:aescobar@seyfarth.com> | Direct: +1-206-946-4968 | Mobile: +1-206-419-0239

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On May 6, 2023, at 7:26 AM, Perez, David A. (SEA) <<u>DPerez@perkinscoie.com<mailto:DPerez@perkinscoie.com</u>>> wrote:

send an invite. David David A. Perez | Perkins available? We suggest Monday, Tuesday, or Wednesday at or after 2 p.m. Let us know and we'll Andrew, We'd like to schedule the our rule 26(f) conference. What times next week are you

Andrew,

suggest Monday, Tuesday, or Wednesday at or after 2 p.m. Let us know and we'll send an invite We'd like to schedule the our rule 26(f) conference. What times next week are you available? We

David

David A. Perez | Perkins Coie LLP

Partner

Firmwide Chair of Business Litigation

Co-Chair Real Estate Litigation

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е:

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# Exhibit L

### 

David,

Subject: **T**0: Sent: From: Rob Monster <rob@epik.holdings> Tuesday, May 30, 2023 4:10 PM Marcelo, Christian W. (SEA); Perez, David A. (SEA) Hyatt, Heath (SEA)

Marcelo, Christian W. (SEA)

Attachments:

RE: Checking in - Settlement vs Class Action topic image001.png@01D99310.C1B22E20

Rob

No, NWRA set up a NewCo apparently. You can see it in Wyoming.



### Epik LLC

This detail reflects the current data for the filing

Name

Epik LLC

Filing ID

Type 2023-001275644 imited Liability Company -

Domestic

Standing Tax

Good

Standing RA

Good

Standing - Other

Good



## Rob Monster | Founder and Chairman

### Epik Holdings Inc.

Telegram: robmonster | Website:<u>http://www.epik.com/</u>

Mobile: 1.425-765-0077 | WeChat: robmonster

Skype: robertmonster | Twitter: robmonster

On May 30, 2023 at 4:08:52 PM, Perez, David A. (SEA) (dperez@perkinscoie.com) wrote:

Rob,

The "buyer" named in the draft APA is "Epik LLC." Is that an error?

From: Rob Monster <rob@epik.holdings>
Sent: Tuesday, May 30, 2023 12:01 PM
To: Marcelo, Christian W. (SEA) <CMarcelo@perkinscoie.com>; Perez, David A. (SEA)

<DPerez@perkinscoie.com>

Cc: Hyatt, Heath (SEA) <HHyatt@perkinscoie.com>

Subject: RE: Checking in - Settlement vs Class Action topic

Thanks David

I am reachable today. Latest APA attached. It has errors in it related to the asset list that is to remain in the HoldCo.

The parties are being elusive about these companies:

Kobalt LLC (FL)

Substratum LLC (FL)

AmplifyX Holding Corporation (DE)

These companies are supposed to be excluded from the deal. It appears they are being excluded because they have been given back to the respective founders without the corporate consent for such an

Amplify and Substratum were both founded by Justin Tabb, CTO of Centric 3 and previously CTO of JJE, who was also an executive at Epik Holdings Inc before the settlement with JJE.

Keith Brady is listed on the Kobalt LLC reinstatement.

Keith Brady just happens to be the attorney that was used by Mike Roth for the shakedown legal action that got him paid off \$100K plus 100K of my Epik shares. Brian originally wanted to give Mike 2 million of my Epik shares!

for the original meeting with Jamin McCallum. Eric Geppert from Exemplar Companies was brought into Epik by John Barker, who is a co-founder of Centric 3. John Barker was heavily involved in securing the investment round from JJE and was present

Thanks

Rob

### epik

## Rob Monster | Founder and Chairman

### Epik Holdings Inc.

Telegram: robmonster | Website: http://www.epik.com/ Mobile: 1.425-765-0077 | WeChat: robmonster

Skype: robertmonster | Twitter: robmonster

On May 30, 2023 at 11:27:39 AM, Perez, David A. (SEA) (<a href="mailto:dperez@perkinscoie.com">dperez@perkinscoie.com</a>) wrote:

Thanks, Rob. We'll review and get back to you shortly. And understood re the e-mail address.

available for a call? court weigh in on our temporary restraining order. When are you I strongly suggest you hold off on signing the APA until we have let the

Can you please send us the latest version of the APA?

## David A. Perez | Perkins Coie LLP

Partner

Firmwide Chair of Business Litigation

Co-Chair Real Estate Litigation

1201 Third Avenue, Suite 4900

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p: 206.359.6767

c: 206.618.4293

e: <u>DPerez@perkinscoie.com</u>

http://www.perkinscoie.com/dperez/

From: Rob Monster < rob@epik.holdings > Sent: Tuesday, May 30, 2023 11:01 AM

To: Perez, David A. (SEA) < DPerez@perkinscoie.com >; Marcelo, Christian W. (SEA)

<<u>CMarcelo@perkinscoie.com</u>>

Subject: Checking in - Settlement vs Class Action topic

Gents,

turned into lemonade. has come to have a conversation about whereto from here and see if lemons can be As you are likely aware, the deal as proposed from NWRA is skinny. I believe the time

never engaged counsel, this amount is presumably what he would have gotten, as From the drafts that I have seen as of last night, my understanding is that NWRA has allocated \$307K, which is the balance of the principal that was originally owed. Had Matt

Alternatively, we can discuss a viable class action strategy. I am fairly certain that I too am a victim and would be prepared to join the class to go after the parties that destroyed a company that was previously worth \$160 million and who defamed me in the process.

odd. In my version of reality: (1) Epik has been hijacked by agents of JJE, (2) your client is a passenger on a hijacked vessel, and (3) I refuse to walk the plank. FYI, the buyer is telling me that "Matt Adkisson and Perkins really hate Rob". That seems

2022 under duress. What you have not been briefed on is the team that worked for Epik and then went to work for JJE, and now operate a consulting company called Centric 3. You have already identified JJE as the 2021 investor that became a debt holder in Feb

What you are also not briefed on is that these same affiliated parties likely formed 2 companies in February 2022 in Wyoming and Delaware. The beneficial owners of these companies are not known. The the Florida agent aligns to Centric 3.

In December 2022, Brian gifted a bunch of Epik assets to members of Centric 3, including Kobalt LLC to John Litton, at least \$100K to Michael Roth along with 100,000 of my shares, and unknown consideration to Justin Tabb. I believe this was done with JJE's

The current members of the Centric 3 executive team, plus a contractor named Michael Zimmermann, who works closely with Alex Jones in Austin, along with Brian Royce, were in Savannah, Georgia at an event called "Epic Shoot" from November 11-12, 2021.

There was really no logical business reason for 5 Epik executives to be at this multi-day event in Georgia and Epik derived no benefit from participating. The location in Georgia is a 2 hour drive from JJE HQ in Columbia, SC.

helm of Epik Holdings Inc was advanced at this meeting and that all options were on the table for accomplishing that outcome, possibly including lethal options. I have reason to believe that the next phase of the conspiracy to remove me from the

It just so happens that the owner and sponsor of Epic shoot is Big Daddy Unlimited, which is led by Tony McKnight. BDU was Brian Royce's other client at the time. BDU is now in bankruptcy. I contacted Tony on Friday evening but he was unwilling to talk to me.

holders, and your client, with zero. I refused to step down but made a good faith payment In January 2023, I was formally asked by JJE's counsel to resign as Chairman. See attached. I knew that if I did that, they would bankrupt Epik and leave the Masterbucks

defunct DynCorp International, a large military contractor with a (lethal) history Among the persons who has been advising Brian Royce, and with whom Brian speaks regularly, is Louis Bremer of Cerberus, who is also closely affiliated with the recently

ability to conduct hack operations and social media brigading of ANTIFA operatives recovered, was believed to be led by Chad Loder -The Anonymous-ANTIFA hack job of September 2021, from which Epik largely a known federal contractor with the

sided in defaming Epik and myself. It just so happens that Jimmy Wales will be speaking at NamesCon in Austin, TX this week as the featured keynote. Along the way, Wikipedia has methodically chronicled a narrative that is completely one-

and Epik and moderates commenting towards defamatory outcomes, as does NamePros of Austin, TX, who runs **Domain Name Wire**. Andrew constantly runs hit pieces on me The moderator of that NamesCon session is none other than Andrew Allemann, formerly

ongoing conversations with Brent and sold him valuable domains far below fair market Andrew Allemann is a <u>close associate of Brent Oxley</u>, former CEO of HostGator, told me that large portion of his staff had children perish in the Uvalde school shooting. Brian is in

playing field and me defamed. Dynadot is poised to make <u>some kind of announcement on May 31</u>. The owner of NamePros, cloaked in methodical secrecy, is believed to be either Godaddy or Dynadot — both competitors of Epik who would love to see Epik off of the

destroy my reputation in the process The reason for mentioning these additional facts is that I believe it can be proven that there has been a multi-year effort to infiltrate, subvert and ultimately hijack Epik, and to

Pete Brownell, CEO of Brownells and former President of the NRA. The person who introduced me to Jamin McCallum of JJE and Palmetto State Armory is

Also, for awareness, Epik had another buyer lined up last week, Olivier Janssens, a dee pocketed buyer offered enough to fully extinguish all Masterbucks debt. Within 48 hours of being introduced to Brian, Olivier, who knows me, ceased all communications.

I have not fired Brian Royce because (1) the company is collateralized to JJE who likely brought Brian in as their proxy, (2) Brian has explicitly told me that he has no intention of leaving, and (3) my private efforts to raise capital have been methodically sabotaged.

restoration of me as CEO of the HoldCo. I have seen zero paperwork for these As currently contemplated, Epik Holdings Inc will divest the Epik.com registrar and Terrahost hosting business. These are the crown jewels. There is to be concurrent concurrent events.

NWRA for corp registration services upon arrival. ongoing relationship with Brian from the time when Brian started. Brian changed to As for NWRA, his original approach to me was nothing short of bizarre. He has had an

supposedly envisions. He was evasive. Brian has also not cooperated to restore any access privileges to Epik systems. They are only focused on getting their APA signed Last night I reached out to Dan Keen, CEO of NWRA, to clarify the role which he

you or your client are part of this theater. The assigned judge for your client's case is presumably no friend of the firearms industry. The whole process seems extremely staged and orchestrated. At this time, I don't believe

in none of this coming to light. This is the main reason why I did not reply to your client's do have very significant resources. I also believe they collectively have a vested interest The people who I believe have been orchestrating Epik's destruction and my defamation

or obliterated. They invested at a post-money valuation of \$160 million for common stock summary of the portfolio that was once in tact but is now substantially divested, impaired For context, I attach an overview of the enterprise that JJE backed in 2021 -

even greater value as Epik was in the process of building a world-changing enterprise million. I believe the damage to my reputation orchestrated by these various parties is of I estimate that my direct economic loss from the destruction of Epik is in excess of \$160

setup where bad guys get away, and a patsy is blamed for the crime! drippy Masterbucks bag does not sit well with me. This is not justice. This looks like a The scenario of me being set up for a fall where Epik is hijack and I get left holding a

through April 4 and maintained a heightened degree of privacy. I am in excellent health and not suicidal. For the record, I do have reason to believe that there have been attempts on my life including recently. This was the main reason why I stayed in Asia from January 20

call in order to try to get on the same page as to desired outcome. Bar association lawyering protocols, I would be inclined to include Mr Adkisson on this Process-wise, as I am not represented by counsel, and am not subject to your normal

Adkisson in this conversation. As there is very heavy pressure on me to sign an APA As a professional courtesy to you, I will let you decide whether or not to involve Mr later today, we should connect asap to gauge the best path forward

should all be made whole. I should also be compensated and not left with a bunch of debt that I am unable to service. Your legal fees should of course also be paid. At the end of the day, I am willing to let Epik and Terrahost go. The Masterbucks people

state of play and the possible path forward for recovering value for victims though I assume others will soon be aware of this supplemental disclosure about the Finally, please use this email address going forward. It is a bit less likely to be surveilled

Thanks

Rob



## Rob Monster | Founder and Chairman

### Epik Holdings Inc.

Mobile: 1.425-765-0077 | WeChat: robmonster Telegram: robmonster | Website:http://www.epik.com/

Skype: robertmonster | Twitter: robmonster

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# Exhibit M

From:

FW: Transaction Documents Perez, David A. (SEA); Marcelo, Christian W. (SEA)

Subject:

Tuesday, May 30, 2023 12:41:18 PM

Attachments: 26D8EF08-3EB8-499C-BAD0-3AA185D0EA43.png

2023.05.26-Epik-holdings-Asset-Purchase-Agreement.docx 2023.04.27 - Epik holdings Client Information.xlsx 2023.04.28 - Physical Assets Terrahost.xlsx

2023.05.26-Debt-Settlement-Agreement-EPIK-NORTHSTAR-DRAFT-1M.docx 2023.05.26-Debt-Settlement-Agreement-TVT-DRAFT-1M.docx 2023.05.26-Settlement-Agreement-ADKISSON-DRAFT.docx

### Gents

For awareness, here are the various release documents that are being floated, including the release ਨੂੰ

The question is whether a class action can still be pursued if the NWRA asset sale actually happens

The reason why this is a topic is because of the following:

- The registrar needs funding asap before it loses its ICANN accreditation and thereby becomes valuable. This is ultimately what forced my hand even more than your client's RICO case even
- Adkisson gets settled and likely Kathy Kalaf but the rest are not covered, including Sean Stafford and The total purchase consideration has been whittled down to a level insufficient to pay off everyone
- substantially obfuscated closing, nor that the records of any self-dealing that has occurred since September 2022 will not be , I still have no assurance that Epik Holdings Inc will be returned to my control in an orderly way post-

last 10 months, and that the objective is to wipe it all clean. My general sense is that there has been an egregious pattern of side deals and self-dealing during the

including myself. after the people who engineered this defamation, hijack and fire sale that has injured many people The key therefore would be then for the (forced) asset sale to NWRA to not preclude the option of going

wondering if it is possible to recoup economic losses that led to the (orchestrated) distress situation here If indeed Brian was installed by JJE and was complicit with Centric 3 as JJE's agent / proxy, I am

contact with JJE's counsel, John Roberts at Burr. Masterbucks debts. This puts almost everything to bed, once and for all. I believe you are already in In my estimation, the easy path is for JJE to forego their \$1 million, and this gets used to extinguish the

dealing with people capable of using extra-judicial tactics to cover their sins However, if the objective is to secure a payoff for damages, that may be a longer path that may include

bag of a badly executed hijack operation. Let's discuss the most logical path forward. I have no axe to grind, but I will not be left holding the drippy

Thanks

**Epik Holdings Inc.**Telegram: robmonster | Website: <a href="http://www.epik.com/">http://www.epik.com/</a>
Mobile: 1.425-765-0077 | WeChat: robmonster
Skype: robertmonster | Twitter: robmonster

On May 29, 2023 at 2:06:08 PM, Eric Geppert (egeppert@exemplarlaw.com) wrote:

Bryce

# Exhibit N

From: <u>.</u> Perez, David A. (SEA) Escobar, Andrew R.

Marcelo, Christian W. (SEA); Hyatt, Heath (SEA); "legal@registeredagentsinc.com"

Date: Subject: RE: Epik/Adkisson - Notice of intent to seek TRO

Wednesday, May 31, 2023 3:25:44 PM

Attachments:

image001.png
2023.05.31-Asset-Purchase-Agreement- (Fully Executed).pdf
2023.05.31-Debt-Settlement-Agreement-ADKISSON-Signed.pdf

Importance:

Hi David

and have cc'd the buyer's counsel, Mr. Myrvang, to streamline any communications Thank you for the detailed response below. Given the timing, I'll keep my response brief

also attaching the form of release agreement the buyer has authorized for sending to Mr. Pacific today. Without that signed release by your client, there is no deal, as I stated below condition for closing that the buyer receive a signed release from Mr. Adkisson by 6pm executed by the parties this afternoon. As you'll see in Section 4(b)(ii), it is an explicit Adkisson and you for your review and consideration. Again, this renders moot any professed need your client believes he has for a TRO. address your concern below about the APA's terms, I am attaching the APA that was lam

money in attorneys' fees over the coming year to try to chase (and collect) on what he company that is on death's door. without fees or interest, but that is the nature of litigation and resolving claims with a of significant payment. He may not like having to accept a return of 100% of his principal I reiterate what I've been saying all along: this is your client's best chance to get any type hopes will be a better (and unrealistic) result. The alternative is for Mr. Adkisson to spend a lot more

that up directly with him. If your client doesn't like that amount, again, I'm cc'ing Mr. Myrvang so that you can take the buyer and return the signed release agreement before the buyer's 6pm deadline today. I strongly encourage your client to consider accepting the \$307K payment being offered by

am available on my mobile if you would like to discuss anything further on this

Best regards,

Andrew

aescobar@seyfarth.com | www.seyfarth.com Direct: +1-206-946-4968 | Mobile: +1-206-419-0239 999 Third Avenue | Suite 4700 | Seattle, Washington 98104-4041 Andrew R. Escobar | Partner | Seyfarth Shaw LLP



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From: Perez, David A. (SEA) <DPerez@perkinscoie.com>

Sent: Tuesday, May 30, 2023 10:19 PM

**To:** Escobar, Andrew R. <aescobar@seyfarth.com>

Cc: Marcelo, Christian W. (SEA) < CMarcelo@perkinscoie.com>; Hyatt, Heath (SEA)

<HHyatt@perkinscoie.com>

Subject: RE: Epik/Adkisson - Notice of intent to seek TRO

### Hi Andrew,

other asset sale that seeks to transfer the company's value in a manner that will provision out of the agreement. The TRO is not just about this asset sale but any "veto" shows that it is fake. In fact, the parties could simply negotiate that negotiations have proceeded notwithstanding Adkisson's obvious exercise of this made clear that Adkisson will not agree to the deal. Full stop. That the draft APA we have seen contains no such "veto" and besides we have already A few things. First, of course the veto issue you raise below is a red herring. The leave consumers like Adkisson without recourse.

not release his claims for a partial payment. right away the entire amount without preconditions. Our client need not and will won't be made at all. Of course, the company can and should pay Mr. Adkisson that partial payment if he releases his claims. He won't, meaning the payment mail chain (scroll down) you have toggled between \$307K and \$330K. But the Second, paying our client \$307K is yet another flawed argument. Even in this eand the e-mail chain, both contemplate Mr. Adkisson only receiving

over victims like Adkisson, who assumed no risk whatsoever Adkisson whole. Investors (who assumed risk) should not be taking precedent into a transaction without first ensuring that the company makes victims like this contemplated buyer has been around for some time. There's no reason to rush deny the TRO. Monster and others have identified alternative buyers, and even Third, this "now or never" strawman Epik continues to trot out is not a reason to

bond simply to preserve the status quo. to say the least. A company actively defrauding its customers is not entitled to a activitieshandled. The notion that Mr. Adkisson—a victim of the company's fraudulent already conceded that Adkisson is owed this money and that it was fraudulently Fourth, of course no bond will be required. The company and Monster have —would be required to post a bond, much less an exorbitant one, is silly

the Court (in a binding manner) that all asset transactions are off the table altogether, so the only issue you should be focused on is whether we are entitled Fifth, given that Adkisson has exercised his "veto" we expect you to represent to

to expedited discovery.

complaint is beneath you. Don't do that again. adverse to one another-And finally, I've known you for well over a decade—though this is our first case -so I can safely say that threatening me with a bar

Happy to chat. But our client intends to proceed with the motion

David

## David A. Perez | Perkins Coie LLP

artner

Firmwide Chair of Business Litigation Co-Chair Real Estate Litigation

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e: DPerez@perkinscoie.com

http://www.perkinscoie.com/dperez/[perkinscoie.com]

**From:** Escobar, Andrew R. <<u>aescobar@seyfarth.com</u>>

**Sent:** Tuesday, May 30, 2023 5:25 PM

**To:** Perez, David A. (SEA) < <u>DPerez@perkinscoie.com</u>>

Cc: Marcelo, Christian W. (SEA) < CMarcelo@perkinscoie.com>; Hyatt, Heath (SEA)

< HHyatt@perkinscoie.com>

Subject: RE: Epik/Adkisson - Notice of intent to seek TRO

David,

given our good professional relationship I wanted to flag a few points for you and your client to consider: Thank you for the email below. I'm available to discuss by phone this evening if helpful, but

- executed. My understanding is that the APA has not been executed at this time. there is no need for him to seek a TRO. Of course, this assumes that the APA is client signs a release. If your client refuses to sign a release, there is no deal. was explained to you by the buyer's counsel, but a condition for closing is that your such relief---because your client already has a veto right on the deal. I believe this A TRO motion is unnecessary---setting aside that Mr. Adkisson can't meet the test for
- and we both know that is a very weak---and usually unsuccessful---basis for a TRO fees and interest on claims that he has not established. This is simply about money, the Court that the deal does not pay him enough money because he is entitled to principal (\$307K). With that result being offered to Mr. Adkisson, he is left arguing to The deal, if it closes (see above), would repay to your client all of his outstanding motion.

- any ability for your client to recover from it), becomes virtually zero. company going. Thus, if this deal does not proceed, Epik unravels and its value (and its ICANN and domain registries obligations, which are necessary to keep the motion, he will be killing off Epik. Epik has significant payments due this Thursday for Rather than preserve the status quo, if Mr. Adkisson files and succeeds with his
- improvidently filed TRO motion. million to compensate Epik's other creditors for Mr. Adkisson killing the deal with an With this in mind, what bond is Mr. Adkisson proposing? It will need to be at least \$4

recommend you take it up with Mr. Myrvang.) communication. (I am only the messenger on this – if you disagree as to what happened, I be pursuing an ethics violation against Perkins and any lawyer who sends the to tell you that if Perkins sends another ex parte communication to his internal client, he will the Perkins team was aware that the buyer is a represented party. Mr. Myrvang asked me firm sent a direct communication to the buyer's principal, who is not a lawyer, even though On a somewhat related note, the buyer's counsel (Bryce Myrvang) informed me that your

goal. your client is going to reconsider his decision to pursue a TRO tomorrow. I understand that With all this in mind, especially given the veto right your client already has, let me know if he wants more money than the \$307K, but this is not the way for him to try to achieve his

Best regards,

Andrew

Andrew R. Escobar | Partner | Seyfarth Shaw LLP 999 Third Avenue | Suite 4700 | Seattle, Washington 98104-4041 Direct: +1-206-946-4968 | Mobile: +1-206-419-0239 aescobar@seyfarth.com | http://www.seyfarth.com



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From: Perez, David A. (SEA) < <u>DPerez@perkinscoie.com</u>>

Sent: Tuesday, May 30, 2023 3:52 PM

**To:** Escobar, Andrew R. <<u>aescobar@seyfarth.com</u>>

Cc: Marcelo, Christian W. (SEA) < CMarcelo@perkinscoie.com>; Hyatt, Heath (SEA)

<<u> HHyatt@perkinscoie.com</u>>

Subject: RE: Epik/Adkisson - Notice of intent to seek TRO

Andrew,

So we're all on the same page here, and as a courtesy to you, we want to clarify

substantial loss to our client. have negotiated a deal (without us) locking in a number that would be a whole. Instead, we have received communications confirming that Epik and RA tomorrow. We have urged your client and the proposed buyer to make our client for you that we will be filing a motion for a temporary restraining order

pay Mr. Adkisson, which is the very definition of irreparable harm. have been shown to us—confirm that the transaction will leave Epik *unable to* explanations given to us regarding the transaction—including documents that prosecute RICO claims. The number is much higher than that, and growing. The lawsuit for that amount. Not after he had to hire legal counsel, file a lawsuit, and To be clear, \$307K will not make our client whole, and we will not dismiss the

depositions of your clients (including Mr. Royce) in early July. that we can have a fulsome responses to our requests in two weeks' time, and In full disclosure, part of our request to the Court will be to expedite discovery

and discovery. client whole please let us know. Otherwise, we will proceed with the litigation We will be filing tomorrow. If, in the meantime, your client agrees to make our

like Signal or Snap, which may auto-delete messages, they must turn that feature this transaction, and monies owed. If Mr. Royce and others are using platforms the other various corporate entities, individuals, and the like reaching out about and communications, including communications with Registered Agents, and all Please remind your clients and their respective agents to preserve all evidence off immediately.

In the meantime, it is critical that your clients preserve the status quo

David

## David A. Perez | Perkins Coie LLP

Firmwide Chair of Business Litigation **Co-Chair Real Estate Litigation** 

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p: 206.359.6767

206.618.4293

e: DPerez@perkinscoie.com

http://www.perkinscoie.com/dperez/ [perkinscoie.com]

**To:** Escobar, Andrew R. <<u>aescobar@seyfarth.com</u>>

**Cc:** Marcelo, Christian W. (SEA) < <u>CMarcelo@perkinscoie.com</u>>

Subject: RE: Epik/Adkisson - Notice of intent to seek TRO

might be signed today. We urge you to preserve the status quo. Thanks, Andrew. We received a suggestion earlier this morning that the APA

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e: <u>DPerez@perkinscoie.com</u>

http://www.perkinscoie.com/dperez/ [perkinscoie.com]

**From:** Escobar, Andrew R. <aescobar@seyfarth.com>

Sent: Tuesday, May 30, 2023 11:25 AM

**To:** Perez, David A. (SEA) < <u>DPerez@perkinscoie.com</u>>

**Cc:** Marcelo, Christian W. (SEA) < <u>CMarcelo@perkinscoie.com</u>>

Subject: RE: Epik/Adkisson - Notice of intent to seek TRO

documentation with you. Assuming I get that soon, I'm happy to connect live afterwards Thank you for the email below. I'm working on getting authorization on my end to share the

Best regards,

Andrew

999 Third Avenue | Suite 4700 | Seattle, Washington 98104-4041 Direct: +1-206-946-4968 | Mobile: +1-206-419-0239 Andrew R. Escobar | Partner | Seyfarth Shaw LLP

<u>aescobar@seyfarth.com</u> | <u>www.seyfarth.com</u>



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From: Perez, David A. (SEA) < <u>DPerez@perkinscoie.com</u>>

**Sent:** Monday, May 29, 2023 1:07 PM

**To:** Escobar, Andrew R. <<u>aescobar@seyfarth.com</u>>

Cc: Marcelo, Christian W. (SEA) < CMarcelo@perkinscoie.com>

Subject: RE: Epik/Adkisson - Notice of intent to seek TRO

Hi Andrew,

on the same page here. Checking in here. Do you want to chat live? I'm around today if so. Hoping to get

David

## David A. Perez | Perkins Coie LLP

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e: <u>DPerez@perkinscoie.com</u>

http://www.perkinscoie.com/dperez/[perkinscoie.com]

From: Perez, David A. (SEA) < <u>DPerez@perkinscoie.com</u>>

Sent: Sunday, May 28, 2023 2:38 PM

**To:** Escobar, Andrew R. <<u>aescobar@seyfarth.com</u>>

Cc: Marcelo, Christian W. (SEA) < CMarcelo@perkinscoie.com>

Subject: Re: Epik/Adkisson - Notice of intent to seek TRO

it. Will Epik? Of course all this is discoverable so there should be no reason to withhold it from us. about the proposed transaction and the representations being made. So we asked to see the APA. They haven't sent Andrew, thanks for reaching out. We have been in touch with the entity you directed us to. But we have questions

We will proceed with the TRO motion absent an assurance that our client will be made whole

David Perez

Perkins Coie

On May 26, 2023, at 6:50 PM, Escobar, Andrew R. <<u>aescobar@seyfarth.com</u>> wrote:





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From: Escobar, Andrew R. <aescobar@seyfarth.com>

Sent: Friday, May 26, 2023 8:59 AM

To: Perez, David A. (SEA) < <u>DPerez@perkinscoie.com</u>>

Cc: Marcelo, Christian W. (SEA) < CMarcelo@perkinscoie.com>; Harkness, Brooke (SEA)

<<u>BHarkness@perkinscoie.com</u>>; Hulteng, Meryl A. <<u>mhulteng@seyfarth.com</u>>; Kelley, Jason

<JKelley@seyfarth.com>; Hyatt, Heath (SEA) <HHyatt@perkinscoie.com>

Subject: RE: Epik/Adkisson - Notice of intent to seek TRO

David and Christian,

would, as discussed below, result in a direct payout to your client of \$330K from the buyer and Epik and Mr. Royce worked very hard to negotiate this result. his payment. As I stressed below, this is the maximum amount Mr. Adkisson will receive conditioned on Mr. Adkisson providing releases and dismissing the lawsuit upon receipt of Following up on our exchange below, it does now look like a deal may come to fruition that

name is Bryce Myrvang, and his email address is legal@registeredagentsinc.com. (Registered Agents, Inc.), and he is available and willing to speak with you directly. Nothing has been signed yet, but I spoke this morning with counsel for the buyer

during the deal's pendency. discuss next steps to avoid incurring potentially needless attorneys' fees on this litigation that you confirm whether this puts us on the path to resolution. Assuming it does, we can this matter, but ask that after you have had a chance to connect with the buyer's counsel I understand that your client has not committed at this time to accept the \$330K to resolve

Thank you.

Andrew

From: Escobar, Andrew R.

Sent: Monday, May 22, 2023 3:48 PM

To: 'Perez, David A. (SEA)' < <a href="mailto:DPerez@perkinscoie.com">DPerez@perkinscoie.com</a>

<<u>BHarkness@perkinscoie.com</u>>; Hulteng, Meryl A. <<u>mhulteng@seyfarth.com</u>>; Kelley, Jason Cc: Marcelo, Christian W. (SEA) < CMarcelo@perkinscoie.com>; Harkness, Brooke (SEA)

<<u>jkelley@seyfarth.com</u>>; Hyatt, Heath (SEA) <<u>HHyatt@perkinscoie.com</u>>

Subject: RE: Epik/Adkisson - Notice of intent to seek TRO

David,

basis for your client to threaten a TRO. this is the absolute best that can be accomplished. And it certainly does not provide a \$307K in principal, so the \$330K amount would provide him with an extra \$23K to cover a is \$330K, as previously discussed. Your client has already confirmed that he is owed proceeds in exchange for a release of claims. previously discussed the intention is to have a direct payout to your client from the whether one can ever be reached. If the potential transaction becomes viable, as portion of his fees or interest. While you may not view this as making your client "whole, An agreement has still not been reached on a transaction, and it is very unclear at this point The maximum possible payout to your client

weeks that will result in a direct payout of \$330K by the buyer to your client. resolve this matter if a transaction can be negotiated and closed in the next couple of With this in mind, we ask once again that your client confirm whether he will agree to

Best regards,

Andrew

**From:** Perez, David A. (SEA) < <u>DPerez@perkinscoie.com</u>>

Sent: Monday, May 22, 2023 1:38 PM

**To:** Escobar, Andrew R. <aescobar@seyfarth.com>

**Cc:** Marcelo, Christian W. (SEA) < <u>CMarcelo@perkinscoie.com</u>>; Harkness, Brooke (SEA)

<<u>BHarkness@perkinscoie.com</u>>; Hulteng, Meryl A. <<u>mhulteng@seyfarth.com</u>>; Kelley, Jason

<u><JKelley@seyfarth.com</u>>; Hyatt, Heath (SEA) <<u>HHyatt@perkinscoie.com</u>>

Subject: RE: Epik/Adkisson - Notice of intent to seek TRO

Andrew,

this transaction, and whether Epik will commit to making Mr. Adkisson whole? Following up on this message. We have yet to hear back. What is the status of

receiving assurances that we've asked for, we will seek court intervention. We have yet to receive any information about the potential buyer, either. Short of

David

## David A. Perez | Perkins Coie LLP

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From: Perez, David A. (SEA)

Sent: Monday, May 15, 2023 2:55 PM

**To:** Escobar, Andrew R. < <u>aescobar@seyfarth.com</u>>

Cc: Marcelo, Christian W. (SEA) < CMarcelo@perkinscoie.com>; Rob Monster - MVP

<u><rob@monsterventurepartners.com>;</u> Harkness, Brooke (SEA) <<u>BHarkness@perkinscoie.com></u>;

Hulteng, Meryl A. <<u>mhulteng@seyfarth.com</u>>; Kelley, Jason <<u>JKelley@seyfarth.com</u>>; Hyatt, Heath

(SEA) <<u>HHyatt@perkinscoie.com</u>>

Subject: Re: Epik/Adkisson - Notice of intent to seek TRO

is one at the same time Andrew, you (or your client) appear to be splitting hairs here: saying a transaction is on the table, and denying there

Mr. Monster made clear (in writing) that there is an "asset sale" that is "being finalized." You also reference a "buyer." What is the buyer acquiring?

The notion that the company would sell assets and only pay our client "if possible" is unacceptable

Our client has, at this point, spent more than \$20K in attorneys' fees, and has accrued interest on the underlying

status quo. Without a more explicit assurance that our client will be made whole, we will seek an injunction to preserve the

David Perez

Partner, Perkins Coie

206.359.6767

On May 15, 2023, at 2:22 PM, Escobar, Andrew R. <<u>aescobar@seyfarth.com</u>> wrote:

between you two, but to reiterate what I conveyed to Christian on Friday, there is no deal at Thank you for your email. Either Mr. Monster misspoke or there was a miscommunication

claims. If this can be achieved, this is more than the \$307K in principal that your client is what they are owed and that would include a pool of money to be set aside to pay does appear to be achievable, Epik is willing to put you and/or your client in touch with the owed after the \$20K payment that was made to Mr. Adkisson a few months ago. If a deal to your client directly from the sale proceeds of up to \$330K in exchange for a release of all unsecured creditors, including your client, with the goal if possible to have a payment made transaction that would require its two secured creditors (JJE and TVT) to agree to less than this time and thus there is nothing to enjoin. Epik is endeavoring to try to reach a

Quite simply, there is no basis for your client to seek a TRO

Best regards,

Andrew

Andrew R. Escobar | Partner | Seyfarth Shaw LLP
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aescobar@seyfarth.com | www.seyfarth.com
<image001.png>

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From: Perez, David A. (SEA) < <u>DPerez@perkinscoie.com</u>>

Sent: Saturday, May 13, 2023 10:20 AM

**To:** Escobar, Andrew R. <<u>aescobar@seyfarth.com</u>>; Marcelo, Christian W. (SEA)

<<u>CMarcelo@perkinscoie.com</u>>; Rob Monster - MVP <<u>rob@monsterventurepartners.com</u>>

Cc: Harkness, Brooke (SEA) < BHarkness@perkinscoie.com >; Hulteng, Meryl A.

<<u>mhulteng@seyfarth.com</u>>; Kelley, Jason <<u>JKelley@seyfarth.com</u>>; Hyatt, Heath (SEA)

< HHyatt@perkinscoie.com>

Subject: Epik/Adkisson - Notice of intent to seek TRO

Andrew, Rob,

includes assets that necessarily belong to consumers like Mr. Adkisson leaving it unable to re-pay consumers like Mr. Adkisson, causing irreparable Our client is very concerned, and with good reason, that this so-called asset sale harm. We are also concerned that, by definition, what the company is now selling will serve only to transfer the valuable assets of the company to a third party,

purchasing. forward, but refused to disclose who this supposed buyer is, or what the buyer is forthcoming. But Mr. Monster confirmed yesterday that the asset sale is going response--from you and from Mr. Rocye--was that no such asset sale was previously warned you about these concerns several weeks ago via e-mail, and

impossible for our client to recover what he is owed. interest, attorneys' fees), we have to assume that the asset sale will only make it Without assurances that our client will be made whole (including principal

incurred no such risk. They placed their trust in defendants like Royce, Mr. investment. But consumers like Mr. Adkisson made no such investment, and might be true of *investors*--who, by definition, run a risk each time they make anmust be made whole. Monster, and the corporate defendants. That trust was breached. Mr. Adkisson You have suggested that certain investors or creditors must take a "haircut." That

will be made whole as part of the transaction. are provided binding and written assurances from the purchaser that our client So this is notice that we will be seeking a temporary restraining order with the Court to block the transaction / sale that defendants have referenced, unless we

restraining order next week commitment. Otherwise, we will proceed with a motion seeking a temporary Please let us know by Monday at 12 p.m. whether defendants can secure such

intervention. We will also be reaching out to JJE and TVT separately contemplated transaction so that they are aware of our intention to seek Court Your clients should, of course, disclose this notice to any party in this

I am available this weekend to discuss

David

## David A. Perez | Perkins Coie LLP

Firmwide Chair of Business Litigation

**Co-Chair Real Estate Litigation** 1201 Third Avenue, Suite 4900

Seattle, WA 98101-3099

p: 206.359.6767

206.618.4293

e: <u>DPerez@perkinscoie.com</u>

http://www.perkinscoie.com/dperez/ [perkinscoie.com]

-Original Message--

From: Escobar, Andrew R. <aescobar@seyfarth.com>

Sent: Friday, May 12, 2023 5:23 PM

To: Marcelo, Christian W. (SEA) < <u>CMarcelo@perkinscoie.com</u>>

Cc: Perez, David A. (SEA) <<u>DPerez@perkinscoie.com</u>>; Harkness, Brooke (SEA)

Kelley, Jason <<u>JKelley@seyfarth.com</u>> <<u>BHarkness@perkinscoie.com</u>>; Hulteng, Meryl A. <<u>mhulteng@seyfarth.com</u>>;

Subject: Re: Epik/Adkisson

our e-service list. Thank you, Christian. Please include Meryl Hulteng and Jason Kelley (cc'd) on

Andrew

999 Third Avenue | Suite 4700 | Seattle, Washington 98104-4041 Andrew R. Escobar | Partner | Seyfarth Shaw LLP www.seytarth.com Direct: +1-206-946-4968 | Mobile: +1-206-419-0239 <u>aescobar@seyfarth.com</u> |

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<<u>CMarcelo@perkinscoie.com</u>> wrote: 2023, at 4:08 PM, Marcelo, Christian W. (SEA)

kness@perkinscoie.com cmarcelo@perkinscoie.comdperez@perkinscoie.comHHy at t@perkinscoie.combharror and the combination of the cus know what recipients we should include for Epik and Royce service list. service by email. When serving Plaintiff, please send to the below addresses. Andrew, Following up on our call this morning regarding our agreement to

Andrew,

what recipients we should include for Epik and Royce service list. email. When serving Plaintiff, please send to the below addresses. Let us know Following up on our call this morning regarding our agreement to service by

<sup>\*</sup> cmarcelo@perkinscoie.com<mailto:cmarcelo@perkinscoie.com>

<sup>\*</sup> dperez@perkinscoie.com<mailto:dperez@perkinscoie.com>

- HHyatt@perkinscoie.com<mailto:HHyatt@perkinscoie.com>
- bharkness@perkinscoie.com<mailto:bharkness@perkinscoie.com>

Christian Marcelo | Perkins Coie LLP D. +1.206.359.3315

From: Escobar, Andrew R. <aescobar@seyfarth.com>

Sent: Tuesday, May 9, 2023 10:42 AM

To: Perez, David A. (SEA) < <u>DPerez@perkinscoie.com</u>>; Marcelo, Christian W

(SEA) < CMarcelo@perkinscoie.com>

Subject: RE: Epik/Adkisson

emails this morning. 10am on Friday works for me-Thanks for following up -I arrived very late last night and am catching up on

relevant documentation on an FRE 408 basis. lenders (who are third-party hard money lenders) and provide you with the this time. I will send you a separate email before Friday identifying the secured We can also discuss your other email then as well. In short, there is no deal at

tirtX3Mqvv63JkzBjsFRSyOYeffTGPjp68hoF8W7owIGSiyBt4V6IUsJ2cEj-VAqou\$ ZAeljLw!BixiDGF03dq-Ux-DKwww.seyfarth.com<https://urldefense.com/v3/\_http://www.seyfarth.com\_;!!K\_R5 aescobar@seyfarth.com<mailto:aescobar@seyfarth.com> | 999 Third Avenue | Suite 4700 | Seattle, Washington 98104-4041 Andrew R. Escobar | Partner | Seyfarth Shaw LLP [https://urldefense.com/v3/\_ h\$ [seyfarth.com%3chttps] > Direct: +1-206-946-4968 | Mobile: +1-206-419-0239 Logo\_Signature.png\_ ;!!K\_R5ZAeIjLw!BixiDGF03dq-Ux-DK-\_https://www.seyfarth.com/dir\_docs/publications/Seyfa

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From: Perez, David A. (SEA)

<<u>DPerez@perkinscoie.com<mailto:DPerez@perkinscoie.com</u>>>

Sent: Tuesday, May 9, 2023 9:49 AM

To: Marcelo, Christian W. (SEA)

<<u>CMarcelo@perkinscoie.com<mailto:CMarcelo@perkinscoie.com</u>>>; Escobar,

Subject: RE: Epik/Adkisson Andrew R. <aescobar@seyfarth.com<mailto:aescobar@seyfarth.com>>

Sent: Monday, May 08, 2023 9:15 AM To: Escobar, Andrew R. Message----- From: Marcelo, Christian W. (SEA) < CMarcelo@perkinscoie.com> Andrew, Following up here. We need to schedule this call. David ---<aescobar@seyfarth.com> ---Original

Andrew,

Following up here. We need to schedule this call.

David

----Original Message----

From: Marcelo, Christian W. (SEA)

<<u>CMarcelo@perkinscoie.com<mailto:CMarcelo@perkinscoie.com>></u>

Sent: Monday, May 08, 2023 9:15 AM

To: Escobar, Andrew R.

<<u>aescobar@seyfarth.com<mailto:aescobar@seyfarth.com</u>>>

Cc: Perez, David A. (SEA)

<<u>DPerez@perkinscoie.com<mailto:DPerez@perkinscoie.com</u>>>

Subject: RE: Epik/Adkisson

Friday is fine, can you do the morning? 10am?

Christian Marcelo | Perkins Coie LLP

D. +1.206.359.3315

----Original Message-----

<<u>aescobar@seyfarth.com<mailto:aescobar@seyfarth.com</u>>> Escobar, Andrew R

Sent: Monday, May 8, 2023 6:59 AM

To: Perez, David A. (SEA)

<<u>DPerez@perkinscoie.com<mailto:DPerez@perkinscoie.com</u>>>

Cc: Marcelo, Christian W. (SEA)

<<u>CMarcelo@perkinscoie.com<mailto:CMarcelo@perkinscoie.com>></u>

Subject: Re: Epik/Adkisson

I'm traveling the first part of this week. How does Friday look on your end?

Andrew R. Escobar | Partner | Seyfarth Shaw LLP

999 Third Avenue | Suite 4700 | Seattle, Washington 98104-4041

Direct: +1-206-946-4968 | Mobile: +1-206-419-0239

aescobar@seyfarth.com<mailto:aescobar@seyfarth.com> 3dq-Ux-DKhttps://urldefense.com/v3/ http://www.seyfarth.com ;!!K R5ZAeIjLw!BixiDGF0

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On May 6, 2023, at 7:26 AM, Perez, David A. (SEA) <<u>DPerez@perkinscoie.com<mailto:DPerez@perkinscoie.com</u>>> wrote:

p.m. Let us know and we'll send an invite. David David A. Perez | Perkins week are you available? We suggest Monday, Tuesday, or Wednesday at or after 2 Andrew, We'd like to schedule the our rule 26(f) conference. What times next

Andrew,

available? We suggest Monday, Tuesday, or Wednesday at or after 2 p.m. Let us know and we'll send an invite. We'd like to schedule the our rule 26(f) conference. What times next week are you

David

David A. Perez | Perkins Coie LLP

Partner

Firmwide Chair of Business Litigation

Co-Chair Real Estate Litigation

1201 Third Avenue, Suite 4900

Seattle, WA 98101-3099

p: 206.359.6767

c: 206.618.4293

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# Exhibit O

# ASSET PURCHASE AGREEMENT

the laws of the state of Washington ("Epik Opco"), Terra Host AS, a limited liability company organized under the laws of Norway ("Terra Host"), and Robert W. Monster, the majority and "Parties" shall mean the parties to this Agreement. individually, collectively, interchangeably, jointly, and severally referred to as "Seller." "Party" or limited liability company ("Buyer"). Epik Holdings, Epik Opco, and Terra Host are sometimes controlling stockholder of Epik Holdings ("Majority Stockholder"), and Epik LLC a Wyoming ("Epik Holdings"), Epik, Inc., a corporatind severally referred to as "Seller." on organized under between Epik Holdings, Inc., a corporation organized under the laws of the state of Washington This Asset Purchase Agreement ("Agreement"), dated May 30, 2023 ("Effective Date") is

#### BACKGROUND

- P registration, web hosting, and email hosting services (the "Business"); and WHEREAS, Seller's core business is providing domain name reservation,
- ₩ substantially all the assets, and certain specified liabilities of the Business; and WHEREAS, Seller wants to sell to Buyer, and Buyer wants to purchase from Seller
- $\dot{\Omega}$ owed by the Seller; and effectuate the transfer of the Business upon satisfaction of specific outstanding debt WHEREAS, the Parties have determined that it is in their mutual best interests to
- D. the Business to the Buyer subject to the terms and conditions set forth herein. interest in and to the assets necessary to perform the Business, the Seller will assign WHEREAS, upon satisfaction of outstanding debt and release of all third-party

purchase price, the parties agree as follows: Now, in consideration of the mutual promises set forth below, and for the agreed upon

#### AGREEMENT

## 1. Purchase and Sale.

- ä now existing or hereafter acquired (other than the Excluded Assets), which relate mixed, tangible or intangible (including goodwill), wherever located and whether assets, properties, and rights of every kind and nature, whether real, personal or assign, transfer, and convey to Buyer, and Buyer agrees to purchase from Seller, but not limited to all assets listed on Exhibit A. to, or are used or held for use in connection with, the Business ("Assets"), including ("Encumbrances"), all of Seller's right, title, and interest in, to and under all of the free and clear of any liens, security interests, encumbrances and rights of others Assets. Subject to the terms and conditions of this Agreement, Seller agrees to sell,
- Ġ following (collectively, the "Excluded Assets"): Excluded Assets. Notwithstanding the foregoing, Assets do not include the

of the Business including but not limited to those specifically identified on any assets, properties, or rights of Seller not used or useful in the operation

:-

- Ξ: corporate organization of Seller; the corporate seals, organizational documents, minute books, stock books, Tax returns, books of account or other records having to do with the
- Ε: meaning of Section 3(3) of ERISA (each, a "Benefit Plan") of Seller; and not reduced to writing, including each "employee benefit plan" within the dental, vision, or similar agreement, plan, policy, or program, whether or all retirement plans, employee incentive program, paid time-off, medical,
- iv. the rights that accrue to Seller under this Agreement

### 2. Purchase Price.

- ä The Purchase Price shall be allocated as follows: The total purchase price for the Assets is \$4,905,700 USD ("Purchase Price").
- at the time of Closing, including but not limited to payroll obligations and of Seller, all amounts necessary to discharge up to \$1,618,038 USD of Numbers (ICANN) and Domain Registries attached as Exhibit C; and payments due to the Internet Corporation for Assigned Names and Seller valid indebtedness, verified to the satisfaction of Buyer, that exists At the Closing, Buyer shall directly repay, or cause to be repaid, on behalf
- then outstanding balance of the indebtedness of the Seller to TVT 2.0 LLC repaid, on behalf of the Seller, all amounts necessary to discharge fully the executed Debt Settlement Agreement attached hereto as Exhibit D; and in the amount not to exceed \$1,000,000 USD upon receipt of a fully Within 3 business days of Closing, Buyer shall repay, or cause to be
- of a fully executed Debt Settlement Agreement attached hereto as Exhibit Northstar LLC in the amount not to exceed \$1,000,000 USD upon receipt then outstanding balance of the indebtedness of the Seller to Epik repaid, on behalf of the Seller, all amounts necessary to discharge fully the D; and Within 3 business days of Closing, Buyer shall repay, or cause to be
- Ĭ. hereto as Exhibit D; and upon receipt of a fully executed Debt Settlement Agreement attached Matthew Adkisson v. Epik Holdings Inc et al (Case No.2:23-ca-495), (hereafter "Adkission") in satisfaction of the current pending litigation: behalf of Seller, the amount of \$307,000 USD to Matthew Adkisson Within 3 business days of Closing, Buyer shall pay, or cause to be paid, on

- post-Closing; and undisclosed and or unknown liabilities, and claims that require settlement Excluded Assets in Exhibit B attached hereto, advisors, lawyers, Buyer, which shall include but are not limited to: creditors associated with Seller's satisfaction of operating debts and liabilities not assumed by herein, the Escrow Account shall be used for the express purpose of a designated escrow account ("Escrow Account"). Subject to Section 10 At Closing, the Buyer will cause that \$380,662 USD will be transferred to
- accounting and tax purposes. to be a reduction of the Purchase Price and be treated accordingly from \$600,000 USD for Buyer's assumption of the Assumed Liabilities (defined below) subject to Section 3(a) of this Agreement and be deemed The Purchase Price will be reduced by the amount of no more than

#### 3. Liabilities

- a hereafter arising, of the Business, the Assets, or Seller. or unknown, contingent, matured, or otherwise, whether currently existing or assumption of indebtedness, liabilities, or obligations of any kind, whether known Buyer DOES NOT AND WILL NOT assume, and expressly disclaims any
- Ġ. rules and regulations, including the Patriot Act (the "Assumed Liabilities"). provided all documentation and other information required by any Governmental Authority under applicable "know-your-customer" and anti-money laundering Assumed Liabilities. Buyer shall assume debts owed to in-store creditors that have
- 9 to the Closing Date; (ii) any Taxes that will arise as a result of the sale of the capacity as owner of the Acquired Assets for any taxable period ending on or prior and all Liabilities of Seller for (i) Taxes that were or are imposed on Seller in its be paid by Seller for any reason whatsoever, or (iv) any deferred Taxes of any Acquired Assets pursuant to this Agreement, (iii) any employment Taxes paid or to Excluded Liabilities. The Excluded Liabilities shall include, without limitation, any

#### 4. Closing.

and signatures (or their electronic counterparts), including the full execution of Seller's the full execution and delivery of this Agreement and remotely by exchange of documents multiple stages (each stage collectively the "Closing") as follows: a) on the Effective Date Seller's Closing Deliverables (hereinafter "Conditions Precedent"). the Debt Settlement Agreements fully executed by all parties as described in Part (b)(ii) of described below, and b) no later than 6:00 p.m. PST on May 31, 2023 Seller shall deliver Closing Deliverables in Part (b)(i) and Buyer's Closing Deliverables as more fully The closing of the transactions contemplated by this Agreement will be completed in

precedent: the case may be, on or prior to the Closing Date of each of the following obligations proceed with the Closing shall be subject to the satisfaction by each Party and as Obligations Precedent. The obligations of Parties under this Agreement to

ä

- as of the Closing with the same force and effect as though made on and as warranties set forth herein for each Party shall be true and correct on and Accuracy of Representations and Warranties. The representations and
- **:** prior to the Closing. performed or complied with by such Party under this Agreement on or complied in all material respects with each covenant and agreement to be Performance and Compliance. Each Party shall have performed or
- Ħ: consummation of the transactions contemplated by this Agreement. execution, qualification, required to be obtained or made by it in connection with the Consents and Approvals. Each Party shall have obtained or made each authorization, delivery, and approval, performance exemption, filing, registration, of this Agreement and the
- Ġ. the following: Seller's Closing Deliverables. At the Closing, Seller shall deliver to Buyer all of
- :and Majority Shareholder, Rob Monster; and Brian Royce on behalf of Epik Holdings, Inc, its subsidiaries and affiliates A counterpart to this Agreement, duly executed by signatories of Seller,
- **:**: and Matthew Adkisson attached collectively as Exhibit D; and TVT 2.0, LLC and Seller, Buyer and Epik Northstar, LLC and Seller, Buyer Fully executed Debt Settlement Agreements between Seller, Buyer and
- ဂ the following: Buyer's Closing Deliverables. At the Closing, Buyer shall deliver to Seller all of
- A counterpart to this Agreement, duly executed by Buyer; and
- **:**: effect to this Agreement. and substance reasonably satisfactory to Seller, as may be required to give Such other customary instruments of transfer, filings or documents, in form

# c. Post Closing Deliverables.

:-:

the transfer of ICANN accreditation from Seller to Buyer subject to 5(b) submit the Assignment and Assumption Agreement to ICANN to effectuate Within 7 days of the Closing, Buyer and Seller will work in good faith to

- **=**: satisfactory to Buyer, as may be required to give effect to this Agreement. assignment of all registry agreements) in form and substance reasonably (including but not limited to ICANN approval of accreditation transfer and Such other customary instruments of transfer, filings or documents
- Ħ: material contracts that Epik LLC agrees to assume Delivery of third party consents for the assignment and assumption of
- Ŋ after the Closing to remove any reference to the word "Epik" or variation Epik Holdings LLC and Epik, Inc. will change their names within 10 days
- ۲. necessary and required to perform the Business. Such access shall be the Buyer, all required and necessary software access that is currently extended in two week increments as determined by Buyer. granted to Buyer for two weeks after Closing and such access may be Following the Closing, the Seller shall provide, or cause to be provided, to
- ≦. time to hire Seller's Employees without liability or payment to Seller. employees of Seller ("Seller's Employees"). Buyer shall be entitled at any Following the Closing, Seller shall permit Buyer to interview for hire all
- ≦: Following the Closing, Buyer shall provide to Seller all necessary software required to service non-Acquired Assets and Excluded Assets.

# 5. Completion of Transfer.

- à directed to Buyer under this Agreement, Seller shall promptly after receiving such any payments included in the Assets and such payment should have been properly until such transfers are completed. If at any time after the Closing, Seller receives account of Buyer thereafter. If legal title to any of the Assets is not transferred at payments remit same to the Purchaser on at least a daily basis. Closing, Seller shall hold such Assets as nominee only for the benefit of Buyer Business will be for the account of Seller up to the Closing and will be for the thereto is transferred, passes to Buyer as of the Closing. All operations of the The entire beneficial interest in and to the Assets, regardless of when legal title
- Ġ subject to 5(a), up to and until the ICANN accreditation has been transferred from with no right to sub-lease, the Assets necessary to service current clients of Seller hereby grants to Seller for the amount of \$1.00 USD per month, a limited lease, Seller to Buyer. Such Leaseback shall terminate upon: Leaseback. Upon Closing and subject to the terms of this Agreement, Buyer
- i. successful transfer of ICANN accreditation from Seller to Buyer; or
- to Buyer in the mode and manner as determined by Buyer. which Seller will effectuate the transfer of all then current clients of Seller ii. unsuccessful transfer of ICANN accreditation from Seller to Buyer at

0 transcriptions. books, documents, papers, or other records involving transactions related to this have access to and the right to examine any of the Seller's directly pertinent Agreement for the purpose of making audit, examination, excerpts, and/or The Buyer shall, until three (3) years after the Closing Date under this Agreement,

# 6. Seller's Representations and Warranties.

actual or constructive knowledge of Seller, after due inquiry. true and correct as of the Closing Date. "Knowledge" and any similar phrases mean the Seller represents and warrants to Buyer that the statements contained in this Section 6 are

- by all requisite corporate action on the part of Seller. consummation of the transactions contemplated hereby have been duly authorized Seller of this Agreement and the documents to be delivered hereunder and the transactions contemplated hereby. The execution, delivery, and performance by hereunder, to carry out its obligations hereunder and to consummate power and authority to enter into this Agreement and the documents to be delivered Authority. Seller has the full right and authority to sell the Assets. Seller has full
- Ġ, Business as currently conducted. the rights, property, and tangible and intangible assets necessary to conduct the substantially the same manner as conducted before the Closing and constitute all of Assets are sufficient for the continued conduct of the Business after the Closing in Assets. All Assets will be transferred free and clear of any Encumbrance.
- ဂ incorporation or formation. The signing of this Agreement will not violate (i) Encumbrance on the Assets. termination, acceleration, or modification under any contract that is part of the lapse of time or both) any violation of, or default under, or give rise to a right of conflict with any Law; (iii) conflict with, or result in (with or without notice or Seller's operating agreement, by-laws or articles of incorporation, (ii) violate or validly existing, and in good standing under the Laws of the jurisdiction of its No Conflict. Seller is a corporation or limited liability company duly organized, Assets and Assumed Liabilities ("Purchased Contracts"); or (iv) result in any
- d. or government order, and violation of environmental safety or health law. ownership, or use of the Assets. This includes: litigation, arbitration, default, court that could reasonably be expected to have an adverse effect on Buyer's assumption, Disclosure. Seller, to its knowledge, has disclosed to Buyer all material information
- 0 reissues thereof, in any jurisdiction; (ii) inventions, discoveries and ideas, whether continuations in-part and renewal applications), and any renewals, extensions or applications certification marks, trade dress, assumed names, domain names, trade names and patentable or not in any jurisdiction; (iii) trademarks, service marks, brand names, Intellectual Property. "Intellectual Property" means and includes (i) patents, for patents (including divisions, provisionals, continuations,

arising out of any infringement or misappropriation of any of the foregoing. (vii) any claims or causes of action (pending, threatened or which could be filed) any extension, modification or renewal of any such registration or application; and jurisdiction, and applications in any jurisdiction to register, the foregoing, including jurisdiction to limit the use or disclosure thereof and registrations thereof in any and databases), whether patentable or not in any jurisdiction and rights procedural diagrams, error reports, manuals and training materials, look-up tables were used in the development of software, including software specifications, or are documentation and materials that explain the structure or use of software or that including both object code and source code, and all written or electronic data, circuit layouts and hardware descriptions) and software imbedded in equipment, firmware (including all types of firmware, firmware specifications, mask works, property or proprietary rights; (vi) software, including all types of computer in any jurisdiction, and any renewals or extensions thereof; any similar intellectual not in any jurisdiction and rights in any jurisdiction to limit the use or disclosure information, market surveys, and confidential information, whether patentable or registration or application; (iv) non-public information, trade secrets, know-how, the foregoing, including any extension, modification or renewal of any registrations in any jurisdiction of, and applications in any jurisdiction to register, other indications of origin, the goodwill associated with the foregoing and software thereof by any Person; (v) writings and other works, whether copyrightable or not in the operation of the software (including logic diagrams, flow charts, programs, operating systems, application programs, software tools, processes, procedures, research records, records of invention,

- of the Intellectual Property Assets. Person is infringing, misappropriating, diluting, or otherwise violating any threatened with respect to Seller's use of the Intellectual Property. No "Person"), and there are no claims pending or, to Seller's knowledge, limited liability company, association, trust or other entity (each, misappropriate the rights of any individual, corporation, partnership, use of the Intellectual Property Assets does not infringe, violate, dilute, or Assets required to carry out the Business's anticipated activities. Seller's Seller owns or has the right to exercise all rights in the Intellectual Property
- =: information. and to maintain the confidentiality of its trade secrets and proprietary commercially reasonable actions to protect its Intellectual Property Assets providing for the assignment of such rights to Seller. Seller has taken in any Intellectual Property Assets, employees and contractors) who created any portion of or have any rights Seller has secured, from all Persons enforceable written agreements (including present and former
- E: Business. Except as disclosed through due diligence, the past 24 months security of personal identifiable information ("PII") in the conduct of the policies concerning the collection, use, processing, storage, transfer, and Seller has complied with all Laws and all internal and publicly posted

subject to or received any written notice of any audit, investigation, or security incident involving PII in its possession or control or (B) been expected to give rise to any such Action. knowledge, there are no facts or circumstances that could reasonably be processing, complaint, or other Action concerning the Business's collection, use, Seller has not (A) experienced any actual, alleged, or suspected data breach storage, transfer, or protection of PII, and, ð

- f. third party consents as may be required. Contracts. All Purchased Contracts are in full force and effect, subject to obtaining
- άđ all federal, state, local, and other taxes, fees, assessments or charges of any kind additional Taxes against the Seller, the Business, or the Assets. "Taxes" includes and any interest in respect of such additions or penalties. whatsoever, together with any interest, additions or penalties with respect thereto Taxes. There are no reasonable grounds for the assertion or assessment of any
- þ. those Actions listed in Exhibit F and attached hereto. against or by Seller other than the Assumed Liabilities (i) relating to or affecting Legal Proceeding. There are no Actions of any nature pending or threatened or otherwise delay the transactions contemplated by this Agreement except for Seller, the Business, or the Assets; or (ii) that challenges or seeks to prevent, enjoin
- :any of the current customers who have ordered services from Seller intends to cease materially reduce its relationship with the Business. after the Closing, to use the services of the Business or to otherwise terminate or Customers. Seller has not received any notice, and has no reason to believe, that
- Ļ. with, all applicable international, federal, state and local laws, rules, regulations, this Agreement, Seller has complied with, and maintained the Assets in compliance potential violations disclosed to Buyer during due diligence preceding the date of Assets (collectively, "Laws"). Compliance with Law. To Seller's Knowledge, and subject to all violations and rulings or similar requirements applicable to ownership and use of the
- 7 FOR OR BOUND IN ANY MANNER BY, ANY EXPRESS OR IMPLIED REPRESENTATIONS, WARRANTIES, GUARANTIES, PROMISES, OR No Other Representations and Warranties. NEITHER SELLER NOR MAJORITY STOCKHOLDER HAS MADE, NOR SHALL SELLER OR MAJORITY STOCKHOLDER BE DEEMED TO HAVE MADE, AND NONE OF SELLER STATEMENTS PERTAINING TO SELLER, MAJORITY STOCKHOLDER REPRESENTATIVES, OR MAJORITY STOCKHOLDER, SHALL BE LIABLE OR ITS DIRECTORS, MANAGERS, OFFICERS, EMPLOYEES, AGENTS, OR SPECIFICALLY SET FORTH IN THIS AGREEMENT. THE ACQUIRED ASSETS, OR THE ASSUMED LIABILITIES, EXCEPT AS

# 7. Majority Stockholder

Majority Stockholder hereby represents, warrants, and covenants to Buyer Parties follows: as

- other agreements to which he is a party as contemplated hereby, and each is enforceable against him in accordance with its terms and is in full force and i. He has the capacity to execute, deliver, and perform this Agreement and the
- requirement of Law or contractual obligation binding on him. agreements to which he is a party as contemplated hereby will not violate any ii. His execution, delivery, and performance of this Agreement and the other
- iii. He has not declared, nor does he intend to, declare bankruptcy or the like

and the other agreements to which he is a party as contemplated hereby of his confidentially discuss it with his attorney, and has entered into this Agreement and delivery hereof and thereof, has been afforded an opportunity to by any Person. own free will and accord and without threat, duress, or other coercion of any kind which he is a party as contemplated hereby and the consequences of the execution iv. He fully understands the terms of this Agreement and the other agreements to

# 8. Buyer's Representations and Warranties.

Buyer hereby represents and warrants that:

- Ġ Buyer is a limited liability company, validly existing under the laws of Wyoming.
- Ġ, incorporation or bylaws. The signing of this Agreement will not violate any provisions of Buyer's articles of
- ç. and to perform its obligations hereunder. deliver this Agreement and to consummate the transactions contemplated hereby Buyer has the requisite power, authority, approval and consents to execute and
- ġ. or any Law applicable to Buyer. conflict with or violate the articles of organization or operating agreement of Buyer Agreement do not and will not (with or without notice or lapse of time or both) by Buyer and the consummation of the transactions contemplated by Non-Contravention. The execution, delivery, and performance of this Agreement

# 9. Buyer's Closing Conditions.

of this Agreement, including delivering each item set forth in Section 5(b) and and warranties are true as of the Closing, Buyer's option, subject to the following conditions: (a) Seller's representations Buyer's obligation to close the transaction contemplated by this Agreement is, at (b) Seller has complied with the terms

- diligence review of the Assets. 5(c), and (c) Buyer is satisfied, in its sole discretion, with the results of its due
- Ö this Agreement without any further liability or obligation, including payment of If the Conditions Precedent are not timely met, Buyer may immediately terminate any sums due to Seller.

# 10. Liability of Non-Acquired Assets

of Closing, pro rata. As further condition precedent to Seller's obligation to consummate the Closing, the committee shall be insured under a policy or policies owned by Epik unclaimed funds will be distributed to Epik Holdings' secured creditors who were such as Account will terminate upon the earlier of settlement of all claims or one year. Any pay the claims, with \$20,000 of the fund set aside for the cost of such counsel. The Escrow required to obtain advice from reputable legal counsel to determine how to administer and Majority Stockholder or any of his affiliates or family members. The committee will be Buyer, which cannot include anyone who is not wholly independent from the influence of and in the sole discretion of a committee appointed by Epik Holdings and approved by for satisfaction of any claims against Seller. The Escrow Account will be administered by account at an independent financial institution to be agreed by the Parties to be used solely Allocation of the Purchase Price under 2(a)(v) will be held for 12 months in an escrow

## 11. Restrictive Covenants.

- ä purchased the Business. or benefiting from the Confidential Information and goodwill obtained when Buyer contacts, and referral sources; and (iv) relationships with its customers, client, and in the Uniform Trade Secrets Act); (iii) customers, customer lists, customer proprietary business processes, and proprietary methods of operation, vendors and and clients. Seller and Majority Stockholder each further acknowledges that Buyer continuing the services to the Business's existing and expected future customers purchasing the Assets with the expectation of continuing the Business and the purchase and that Seller should be restricted from competing with the Business Stockholder each agrees that Buyer is entitled to a period of time to benefit from employees (collectively, the "Legitimate Business Interests"). Seller and Majority vendor contacts, financial and marketing information, and Trade Secrets (as defined Confidential Information; (ii) goodwill, intellectual property, business plans, Purpose. Seller and Majority shareholder each acknowledge that Buyer is legitimate business interests in preserving and protecting Buyer's (i)
- Ġ, confidential any information they receive in connection with the transactions dated December 21, 2022 ("NDA") under which the parties are required to keep acknowledges that from and after the Closing, they will keep all information contemplated by Confidentiality. Buyer and Seller party to that certain Confidentiality Agreement, this Agreement. Seller and Majority Stockholder each

concerning the Business and the Assets confidential in accordance with the terms of the NDA.

- ဂ independent contractor. "Competitive Business" means any business or service that reservation, registration, web hosting, and email hosting services, "Compete" a reasonable person would understand to be competitive with the Business in any products in a Competitive Business, including as a proprietor, member, partner, means to directly or indirectly solicit, sell, perform, or render any services or and All Internet Inc and All.ca, the "Restricted Area" means domain name Seller, Officers of Seller and or Majority Stockholder shall Compete with the Business in the Restricted Area. Except in regards to only the Majority Stockholder for a period of 24 months after the Closing Date (the "Restricted Period") neither Non-Compete. For the purpose of protecting Buyer's Legitimate Business Interests. shareholder, director, officer, manager, employee, consultant,
- d. relationship with Buyer or the Business. Business's employees for the purpose of establishing relationships for any the Restricted Period, Seller shall not (i) contact or solicit any of Buyer's or the induce any such party to cease doing business with Buyer or the Business. During of the Business with whom Seller had contact, intentionally induce or attempt to the Business; or (iii) with respect to any vendor, supplier, or other business relation shall not (i) contact or solicit any of Buyer's or the Business's customers or clients Non-Solicitation. During the Restricted Period, Seller and Majority Stockholder Competitive Business; or (ii) intentionally cause any employee to terminate any (ii) intentionally cause any customer to terminate any relationship with Buyer or for the purpose of establishing relationships for any Competitive Business;
- 9 jointly announce the consummation of the transaction to employees, customers at a time and manner agreed upon by both Seller and Buyer. the transactions contemplated by it. The parties will cooperate in good faith to unilateral public announcement prior to the Closing regarding this Agreement or No Public Announcement. Unless required by Law, neither party will make any the Company's

## 12. Indemnification.

hold Buyer harmless from and against any losses, claims, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) (collectively, "Losses") arising from or qualifications relating to "material" or "materiality" shall be disregarded a breach of any representation or warranty of this Agreement, all limitations and or Excluded Liability. For purposes of calculating the amount of any Losses resulting from fulfillment by Seller of any obligation in this Agreement; or (iv) any Taxes, Excluded Asset (ii) any misrepresentation by Seller or any breach of warranty by Seller; (iii) any nonrelating to or from: (i) the ownership or operation of the Assets prior to the Closing Date; Notwithstanding Buyer's due diligence of the Assets, Seller shall defend, indemnify and

### 13. Termination.

ä

- This Agreement may be terminated at any time prior to the Closing:
- i. by mutual written agreement of the Parties;
- **:**: waived by Buyer or (C) at any time, for any reason or no reason by Buyer; not have been fulfilled within the time required and shall not have been this Agreement or (B) if any of the conditions specified in Section 4 shall or Majority Stockholder of any of its warranties or covenants set forth in Majority Stockholder under this Agreement or a material breach by Seller by Buyer (A) if there has been a material misrepresentation by Seller or
- Ħ: and shall not have been waived by Seller; or specified in Section 4 shall not have been fulfilled within the time required covenants set forth in this Agreement or (B) if any of the conditions by Seller (A) if there has been a misrepresentation by Buyer under this Agreement or a material breach by Buyer of any of its warranties or
- Ž 2023. by Buyer or Seller if the Closing shall not have occurred prior to June 2,
- Ġ, terms, including the provisions under this Section 13. Agreement except for obligations or liabilities arising from a breach of this Agreement prior to the termination or that survive the termination by their own If this Agreement is terminated by either Party as provided in Section 13(a) or 13a(ii)(C) then no Party shall have any further obligations or liabilities under this

### 14. Miscellaneous

- expressly provided in this Agreement, and to the extent permitted by law, any the one specified in the waiver, and (ii) will waive a specified term or condition condition set forth in this Agreement will not constitute a waiver of the term or available by reason of the other party's failure to observe or perform a term or other remedies available at law or in equity. remedies described in this Agreement are cumulative and not alternative to any only for the time and in a manner specifically stated in the waiver. Except as condition. A waiver by a party (i) will not affect any term or condition other than Non-waiver of Remedies. A party's failure or neglect to enforce any remedy
- b. Expenses. Each party will pay its own expenses.
- 9 still be available to the non-breaching party under applicable law. may seek equitable relief, which includes injunctive relief. All other remedies will Specific Performance. The parties agree that harm would occur if the terms of this Agreement are breached. If this Agreement is breached, the non-breaching party

- <u>e</u> until such claim is finally resolved and any obligations with respect thereto are fully applicable survival date, such matters will survive the expiration of such period to matters as to which a party has given a notice of claim on or prior to satisfied. Closing until the applicable statute of limitation. Notwithstanding the foregoing, as the other party in this Agreement, which shall survive and extend beyond the Reliance: Either party is entitled to rely upon the promises and representations of
- 0 signed by both parties. Agreement may not be amended, modified or discharged unless in writing and constitute the entire Agreement between the parties. Each party agrees that this Entire Agreement, Amendment, Modification. This Agreement and all attachments Agreement supersedes and rescinds all prior agreements between them. This
- <u>;</u> agreement. A signed copy of this Agreement delivered by facsimile, e-mail, or other signed copy of this Agreement. means of electronic transmission has the same legal effect as delivery of an original of which shall be deemed an original, and all together deemed to be the Counterparts. This Agreement may be signed and delivered in counterparts, each
- ūΘ PARTY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING RELATED TO THIS AGREEMENT. be governed and enforced in the courts of Kootenai County, State of Idaho. EACH Governing Law. This Agreement, all transactions and all executed documents will
- h. past or current employee or independent contractor of Seller. Seller's Employees. Buyer is not obligated to employ, or continue to employ, any
- :-• and will be binding upon each party's respective successors and assigns and not to No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties any third-party.
- ÷. court determines that any term or provision of this Agreement is invalid, illegal, unenforceable. Severability. No other term or provision of this Agreement will be affected if a
- ~ Notice. Any notices required under this Agreement shall be in writing
- : Idaho law. The prevailing party in any legal proceeding involving this Agreement, the non-prevailing Party. is entitled to all reasonable attorneys' fees, court costs, and expenses to be paid by Rights and Remedies. Each Party shall have all rights and remedies allowable under
- m. Expediency. Time is of the essence in this Agreement.
- Ħ. accordance with Section 1060 of the Internal Revenue Code and the regulations in the same form as Exhibit E ("Allocation Schedule"), shall be prepared in Allocation of Purchase Price. At Closing, a final allocation schedule, substantially

and all federal, state, local tax returns, in accordance with the Allocation Schedule. information required to complete Form 8594. The Buyer and Seller each agrees to provide the other promptly with any other thereunder. The Buyer and Seller agree to file Internal Revenue Service Form 8594,

0 and "including" are deemed to be followed by the words "without limitation;" (b) the word "or" is not exclusive; and (c) the words "herein," "hereof," "hereby," "hereto," and "hereunder" refer to this Agreement as a whole. This Agreement must interpretation against the party drafting an instrument or causing any instrument to be construed without regard to any presumption or rule requiring construction or Interpretation. For purposes of this Agreement, (a) the words "include," "includes,"

[signature page follows]

The Parties agree that this Agreement has been executed as of the Effective Date.

#### BUYER:

Epik LLC

a Wyoming limited liability company

Email: 150 Address: 784 Realstones Augustine con CHERRINATES LOS 73854 D 83854

IM Spear, COO

State of ID)

County of Koolgrai

On this 31 day of May , in the year of 2023, before me,

Richard Myers a notary public, personally appeared TN Spear (individual's name), personally known to me to be the person(s) whose name(s) is (are) subscribed to the within instrument, and acknowledged to me that he (she) (they) executed the same.

Notary Public My Commission Expires on



Epik Holdings, Inc.,

a Washington corporation

Email: 6. Address:

royce

0

Brian Royce, CEO

State of

County of USA

On this 30th day of Mon

, in the year of 2023, before me, Luza

a notary public, personally appeared by a kyyce (individual's name), personally known to me to be the person(s) whose name(s) is (are) subscribed to the within instrument, and acknowledged to me that he (she) (they) executed the same.

My Commission Expires on June 21, 2025

Notary Public



**Epik Holdings Inc** 

a Washington corporation

Rob Monster, Majority Shareholder

Address: 3832 234 m AVE SE

Sammam ISH

AMA

RUS O HOWS TERVENTUREL ON

State of Wir

County of Kind

On this 31st day of May

in the year of 2023, before me,

A. Andred The a notary public, personally appeared Rob Monder (individual's name), personally known to me to be the person(s) whose name(s) is (are) subscribed to the within instrument, and acknowledged to me that he (she) (they) executed the same.

Notary Public

My Commission Expires on 00/17/2074



**Epik Inc** 

a Washington corporation

State of

Email:

royce

Address:

Brian Royce, CEO

County of MSA

On this 30th day of May , in the year of 2023, before me, Liba

me that he (she) (they) executed the same. known to me to be the person(s) whose name(s) is (are) subscribed to the within instrument, and acknowledged to

LIZA MARIE BAZARGAN Notary ID #133167516 My Commission Expires June 21, 2025

Terra Host AS

a Norwegian limited liability company

Andreas Haakonsen, CEO/President

Address: Bueråsen 19, 3241 Sandefjord, Norway Email: andreas@terrahost.com

County of NO

State of N/A

#### **EXHIBIT A** Assets

required to conduct the Business includes but is not limited to the following: : The Assets to be transferred from Seller to Buyer under this Agreement that are necessary and

- 1. Epik Holdings Inc with all associated software, hardware and other assets
- Terrahost AS with all associated software, hardware and other assets including but limited: Attachment "A"

### **Epik Core Domains:**

- a. epik.com
- b. epik.co
- c. epik.care
- d. epik.club
- e. epik.domains
- f. epik.email
- g. epık.gı h. epik.in . epik.gr
- i. epik.market
- j. epik.support
- k. epik.to
- l. epik.tv
- m. epik.uk
- n. epik.xyz

## 4. Epik Holdings Inc Domains:

- a. anonymize.com
- b. epikescrow.com
- d. epikdirectory.com c. epikapps.com
- e. epikdomains.com
- f. epikescrow.com
- epikinc.com
- h. epikmerch.com i. epikstores.com
- j. epiksucks.com
- k. epikwebhosting.com
- epikwiki.com
- m. nameliquidate.com
- n. terrahost.com
- o. terrahost.no
- p. dedicatedserverwebhosting.com
- q. domains-service.com

- r. nameliquidate.com
- s. reg617.com
- t. trustratings.com
- u. trustratings.org
- 5. Epik Redirect Domain forwarding service for domains
- 9 Epik RDAP - RDAP API to access Epik domains WHOIS information in accordance with ICANN requirements.
- 7. Epik Parking Domain parking services for customers who have a domain but decide to park it instead of associating it with a website or email hosting.
- Epik KYC KYC (Know Your Client) microservice for identification and verification of customer's identity using veriff.com.
- 9. Epik ID Keycloack SSO Keycloack is an open-source software product to allow sign signon with identity and access management throughout all application and services
- 10. Epik EPP API bridge between Epik Registrar and all supported registries
- 11. Epik DNS sever based on PowerDNS, Anycast IPs, and DNSDist Load Balancing
- Epik CMS content management system (CMS) based on PHP programming language and Domains, WHOIS, marketplaces entry pages, etc. Laravel web application framework. Used for marketing pages associated with Epik Core
- 13. Login credentials for all: Domain Account Names, Web Hosting Accounts and Full Server Access (if applicable).
- 14. All databases, including customer or client lists that utilize the above named domains and
- Login credentials (ie. Usernames and Passwords) for all Vendors, SaaS, CRM, Accounting and Reporting accounts used for the Business:
- a. Jira: https://www.atlassian.com/software/jira
- Confluence: https://www.atlassian.com/software/confluence
- . Bitbucket: https://bitbucket.org/product
- d. Gitlab: https://about.gitlab.com/
- e. Mailchimp: https://mailchimp.com/
- . Zendesk: https://www.zendesk.com/
- g. 1Password: https://1password.com/
- . Microsof:t 365 https://office365.com/
- i. Hetzner: https://hetzner.com/
- Cloudflare: https://www.cloudflare.com/
- AWS: aws.amazon.com

- l. Artifact HUB: https://artifacthub.io m. Lightedge: Lightedge.com
- 16. Any and all accounts receivable and customer lists.
- 17. Any and all website content and all related electronics and hard copy tiles in use to maintain website content.
- 18. Any and all accounts that are currently in use with all email accounts/addresses and login credentials.
- 19. Any and all marketing accounts, social media accounts and any associated profiles and associated login credentials.
- 20. Any and all Intellectual Property owned by Epik Holdings Inc or subsidiary (not including Excluded Assets), including: Trademark "Epik" Serial #: 77221978.
- 21. All relevant phone numbers, relevant emails used by Seller, e.g. support@, info@, etc, in use to perform the Business.
- 22. All contracts with clients of Seller and any additional contracts Seller uses in order to perform the Business.
- 23. All hardware, software, data collection techniques, systems and processes used to maintain perform the Business and maintain domain customer registration and renewals.
- 24. All web hosting and data center agreements, software and equipment located at all physical location as identified by Seller and approved by Buyer.
- 25. All current customer/client domains under management (DUMs) of Seller
- 26. All ICANN and Registry agreements, including all login credentials necessary to assign and or maintain these accounts
- 27. All Lease Agreements, service contracts and equipment contracts necessary to perform the business

#### **Excluded Assets EXHIBIT B**

- 1. Masterbucks LLC, Masterbucks.com (http://Masterbucks.com).
- Amplifyx Holdings, Inc and its subsidiaries which includes Amplify Exchange LLC and amplify.io (http://amplify.io).
- 3. Toki Inc. and Toki.com (http://toki.com).
- 4. Fraktion and Fraktion.com (http://fraktion.com).

5. Orphans.com (http://orphans.com/) and associated software.

6. Kingdom Ventures Software and associated domains.

- 7. Lifeverse and all associated domains.
- 8. erise.org
- 9. federatedidentity.com
- 10. federateidentity.com
- 11. dnencrypt.com
- 12. domaingraduate.com
- 13. armored.net
- 14. domainequity.com
- 15. bitmitigate.com
- 16. abusetek.com
- 17. customersupport.cohttps://identity.digital/our-story/
- 18. fullvenue.com
- 19. All Internet Inc and All.ca
- 20. Substratum LLC and subsidiaries
- 21. Kobalt Media LLC and subsidiaries

## EXHIBIT C Accrued Operating Costs

#### Total Trade Debt

Total \$ 1,61	Zendesk \$1	Veriff \$2	VeriSign \$7	Tucows \$3	ST Registry \$	Sedo \$5	rrpProxy \$	One Registry \$	Nic Chile	Light Edge \$9	Formuefabrikken AS (ip4) \$15	Google	Godady (AUD)	GoDaddy (.CO) \$2	GoDaddy \$4	Global Registry Services LTD	Global Domain International (.WS)	AHT Insurance \$3	Identity Digital Inc \$38	ICANN \$4	Datasales \$25	Credit Cards (Chase) \$19	Channelisles	CentralNic \$8	Cira.ca §	BKPR \$	Afilias (Pir.org)	Afilias(ID) \$7
\$ 1,618,037.35	\$16,349.85	\$20,763.40	\$70,063.00	\$32,611.00	\$2,319.90	\$53,061.63	\$6,444.58	\$1,345.00	\$179.00	\$98,320.00	\$150,000.00	\$575.80	\$50.00	\$21,742.00	\$49,297.50	\$457.86	\$680.00	\$38,537.63	\$382,730.40	\$47,064.10	\$250,000.00	\$196,462.03	\$310.00	\$89,801.27	\$1,000.00	\$6,000.00	\$2,041.12	\$79,831.14

**Balances as of 5.26.2023** 

EXHIBIT D

Debt Settlement Agreements

#### EXHIBIT E

### Allocation Schedule

#### Form 8594:

Class V – Furniture & Equipment: \$2,000,000 or 40.75%

Class V – Software / Application: \$2,452,850 or 50%

Class VI - Other Intangible Property: \$453,350 or 9.25%

Class VII - Goodwill: 0%

### ATTACHMENT "A"

Terrahost AS - Physical Equipment Asset List