



Rasy Sor <rasy008@gmail.com>

disregard two SPA before, as lawyer used previous template

2 messages

william orourke <cancungod@me.com>

Thu, Jun 30, 2022 at 1:19 PM

To: Rasy Sor <Rasy008@gmail.com>, Nate Von <circus@syrupventures.net>



SPA Global Brands AM 2 million -2.pdf

147K

Rasy Sor <rasy008@gmail.com>

Thu, Jun 30, 2022 at 3:36 PM

To: william orourke <cancungod@me.com>

Cc: Nate Von <circus@syrupventures.net>

Thank you.

On Thu, Jun 30, 2022 at 1:19 PM william orourke <cancungod@me.com> wrote:

AGREEMENT
OF
PURCHASE AND SALE OF STOCK

The Agreement of Purchase and Sale of Stock (the "Agreement") made August _____, 2022, between **Rasy Sor** (the "Seller"), and **Nathan Von Uhl** (the "Purchaser").

WHEREAS, the Seller is an officer, director and principal shareholder of Global A Brands, Inc., a Delaware corporation, ("Global A" or "Company"), and

WHEREAS, the Seller is the owner of Nine Hundred Thousand (900,000) shares of Global A common stock (the "Shares"), and

WHEREAS, the Purchaser desires to buy these Shares, and the Seller is desirous of selling such Shares,

IT IS THEREFORE AGREED:

1. ***Sale.*** The Seller hereby sells to the Purchaser Nine Hundred Thousand (900,000) shares of the common stock of Global A (the "Shares") and, at the Closing, shall cause the transfer agent to deliver to the Purchaser a certificate(s) with legend restrictions in the name of Purchaser for such Shares.
2. ***Purchase.*** The Purchaser hereby buys from the Seller the Shares of common stock of Global A Brands, Inc and, in consideration therefore, shall pay to the Seller at the Closing the sum of \$90,000 ("Purchase Price").
3. ***Closing.*** The closing of the sale and purchase of the Shares under this Agreement (the "Closing") shall take place at _____ A.M./P.M. on August _____, 2022, at the offices of the Seller at _____ or at such other time or place as the parties may mutually agree. Seller shall deliver an Assignment Separate from Certificate (in the form attached hereto as Exhibit A) to Seller's counsel to hold in escrow pending satisfaction of the Seller conditions to Closing set forth in Section 3.1 below.

3.1 Seller Conditions to Closing. Upon satisfaction of the following Seller conditions to Closing, the Assignment Separate from Certificate shall be released from escrow to Purchaser or Global A:

a) Seller shall have received payment in full of the Purchase Price by wire transfer; and

b) Global A shall have waived all transfer restrictions applicable to the Shares, and shall have obtained any and all required third party consents and waivers relating to the purchase and sale of Share contemplated under this Agreement.

4. ***Seller's Representations.*** Seller represents and warrants that (a) the Shares to be delivered to Purchaser will be fully paid and non-assessable, (b) there are no liens or judgments against the Shares and (c) other than Rule 144 transfer restrictions and transfer restrictions to be waived by Global A pursuant to Section 3.1(b), the Shares are free of any other restrictions against transfer or sale to Purchaser under this Agreement. The Seller makes no representations regarding the past, present or future business, revenues, profits and/or market price of the Global A shares of common stock.
5. ***Indemnification by Seller.*** As a condition to the sale of the Shares, the Seller hereby indemnifies the Purchaser from and against any claims to the extent caused by a breach of Seller's representations and warranties in paragraph 4 hereof.
6. ***Representations, Warranties and Covenants of the Purchaser.*** The Purchaser hereby represents and warrants to the Seller that the following representations are true and correct as of the date hereof and as of the Closing (except to the extent any such representations and warranties expressly relate to an earlier date, in which case such representations and warranties are true and correct as of such earlier date):

6.1 The Purchaser has all requisite power and authority to enter into this Agreement, and this Agreement constitutes its valid and legally binding obligations, enforceable in accordance with its terms except (a) as limited by applicable bankruptcy, insolvency, reorganization, moratorium, and other laws of general application affecting enforcement of creditors' rights generally, and (b) as limited by laws relating to the availability of specific performance, injunctive relief, or other equitable remedies.

6.2 This Agreement is made with the Purchaser in reliance upon the Purchaser's representations to the Seller, which by the Purchaser's execution of this Agreement the Purchaser hereby confirms, that the Securities acquired by the Purchaser hereunder will be acquired for investment for the Purchaser's own account, not as a nominee or agent, and not with a view to the resale or distribution of any part thereof, and that the Purchaser has no present intention of selling, granting any participation in, or otherwise distributing the same. By executing this Agreement, the Purchaser further represents that the Purchaser does not have any contract, undertaking, agreement or arrangement with any person to sell, transfer or grant participation rights to such person or to any third person, with respect to any of the Securities.

6.3 At no time was the Purchaser presented with or solicited by any publicly issued or circulated newspaper, mail, radio, television or other form of general advertising or solicitation in connection with the offer, sale and purchase of the Securities.

6.4 The Purchaser has received or has had full access to all the information it considers necessary or appropriate to make an informed investment decision with respect to the Securities to be purchased by the Purchaser under this Agreement. The Purchaser further has had an opportunity to ask questions and receive answers from the Company regarding the terms and conditions of the offering of the Securities and to obtain additional information (to the extent the Company possessed such information or could

acquire it without unreasonable effort or expense) necessary to verify any information furnished to the Purchaser or to which the Purchaser had access. The foregoing, however, does not in any way limit or modifies the representations and warranties made by the Seller in Section 4; provided, however, that Purchaser is not relying on any representation or warranty, whether express or implied, of Seller with respect to this Agreement or the Shares, except as expressly set forth in Section 4.

6.5 The Purchaser understands that the purchase of the Securities involves substantial risk. The Purchaser has experience as an Purchaser in securities of companies in the development stage and acknowledges that the Purchaser is able to fend for itself, can bear the economic risk of the Purchaser's investment in the Securities, including a complete loss of the investment, and has such knowledge and experience in financial or business matters that the Purchaser is capable of evaluating the merits and risks of this investment. Purchaser acknowledges that Purchaser has received a copy of Seller's Subscription Agreement with Company ("Subscription Agreement"), and Purchaser accepts and understands Section 2 and Section 3 of the Subscription Agreement and releases and holds Seller harmless from any and all claims, losses or damages arising from the matters set forth therein.

6.6 The Purchaser understands the term "accredited Purchaser" within the meaning of Rule 501 of Regulation D promulgated under the Securities Act and is an "Accredited Purchaser" for the purposes of acquiring the Securities to be purchased by the Purchaser under this Agreement.

6.7 Restricted Securities. The Purchaser understands that the Securities are characterized as "restricted securities" under the Securities Act inasmuch as they are being acquired from an affiliate of the Company in a transaction not involving a public offering and that under the Securities Act and applicable regulations thereunder such securities may be resold without registration under the Securities Act only in certain limited circumstances. In this connection, the Purchaser represents that the Purchaser is familiar with Rule 144 of the Securities Act, as presently in effect, and understands the resale limitations imposed thereby and by the Securities Act.

6.7.1 The Purchaser understands that the stock certificates evidencing the Securities may bear the following legend (or a substantially similar legend):

THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), OR UNDER THE SECURITIES LAWS OF APPLICABLE STATES. THESE SECURITIES ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER THE ACT AND APPLICABLE STATE SECURITIES LAWS, PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. PURCHASERS SHOULD BE AWARE THAT THEY MAY BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME.

6.8 Purchaser believes that Purchaser's prior investment experience and knowledge of investments, and Purchaser's pre-existing relationships with officers of the Company, enables Purchaser to make an informed decision with respect to the purchase of the Shares. Purchaser has such knowledge and experience in financial and business matters that Purchaser is capable of evaluating the merits and risks of a contribution of an investment in the Shares. With the assistance of Purchaser's own professional advisors, to the extent that Purchaser has deemed appropriate, Purchaser has made its own legal, tax, accounting and financial evaluation of the merits and risk of an investment in the Shares and the consequences of this Stock Purchase Agreement. Purchaser has considered the suitability of the Shares as an investment in light of the Purchaser's own circumstances and financial condition and Purchaser is able to bear the risks associated with an investment in Shares and has authority to invest in the Shares.

6.9 Purchaser will comply with all applicable laws and regulations in effect in any jurisdiction in which Purchaser purchase or sells securities, including the Shares, and obtain any consent, approval or permission required for such purchases or sales under the laws and regulations of any jurisdiction to which Purchaser is subject or in which Purchaser makes such purchases or sales, and Seller shall have no responsibility therefor.

7. **Arbitration.** Any dispute between the parties relating in any way to this Agreement or any of its terms and provisions shall be submitted to binding arbitration before a single arbitrator in Los Angeles County, California, before Judicial Arbitration and Mediation Services ("JAMS") and the prevailing party in such arbitration shall have the right to have any award made by arbitrators confirmed by a court of competent jurisdiction. The provisions of the California Code of Civil Procedure, authorizing and taking of depositions and obtaining discovery are incorporated herein by this reference and shall be applicable to any such arbitration. Any such arbitration shall be conducted in an expeditious manner. Any such arbitration shall be governed by the JAMS complex arbitration rules and the JAMS optional arbitration appeal procedure. The prevailing party may recover costs and reasonable attorney's fees.
8. **Construction.** This Agreement is made in and governed by the laws of the State of California, with reference to its conflict of laws rules.
9. **Successors and Assigns.** The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns.
10. **General.**
 - A. The subject headings of the sections of this Agreement are included for purposes of convenience only, and shall not affect the construction or interpretation of any of its provisions.
 - B. Each party to this Agreement agrees to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.

C. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter contained in it and superseded all prior and contemporaneous agreements, representations, and understandings of the parties. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by all the parties. No waiver of any of the provisions of this Agreement shall be deemed, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

D. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provision of this Agreement.

E. The existence, validity, construction and operational effect of this Agreement, and all of its covenants, agreements, representations, warranties, terms and conditions shall be determined in accordance with the laws of the State of California.

F. This instrument may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first written above.

SELLER:

Rasy Sor

PURCHASER:

Nathan Von Uhl