**Asset Purchase Agreement**

THIS AGREEMENT is made on December 14th, 2023 between Harness Mind INC., with its principal place of business at 100 Lands End Cove, Round Rock, Texas, 78681, hereinafter the "Seller" and Math Made Simple LLC or assignee, with offices at 13029 Luna Montana Way N, Austin, Texas, 78732 hereinafter the "Buyer".

IN CONSIDERATION of the mutual covenants and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

**1. Purchase of Assets.**

Seller shall sell to Buyer and Buyer shall purchase from Seller, on the terms and conditions set forth in this Agreement, all of the owned property of Harness Mind INC. as determined by a complete inventory and accounting to be taken; all of the fixtures, equipment, and other tangible assets of Harness Mind INC. as shown on the attached inventory (Exhibit A); and the trade, business name, telephone number and listing and goodwill.

This purchase and sale is limited to all assets specifically set forth in this Agreement, and Buyer shall not assume any liabilities of Harness Mind INC. or its individual shareholders, directors, officers, affiliates, creditors, parent or subsidiary companies, if any.

**2. Purchase Price.**

The purchase price for the assets is $250,000.00.

The Seller has the option to purchase 49% of the asset for $122,500 at the time of closing.

**3. Payment of Purchase Price.**

The full balance of the total purchase price, $250,000.00, must be paid by the Buyer to the Seller through verified funds, on or before the scheduled closing date for the consummation of the purchase and sale of the Business Assets. In the event that the Buyer withdraws from the transaction without any fault on the part of the Seller, the Earnest Money will not be refunded to the Buyer, and neither party shall incur any further liabilities.

**4. Closing and Escrow.**

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| a. | The Closing date shall be January 01, 2024, provided there are no unforeseen delays. Closing shall not be later than 31 calendar days after the designated closing date, unless a further extension is agreed upon in writing between the Buyer and Seller. If any of the parties intend to have a title company or escrow agent close the transaction, buyer shall pick the agent and the seller shall bear the cost. Both the Buyer and Seller shall submit all documentation and other information requested by title company agent needed to close the transaction. The parties shall fix a date and time with the title company/escrow agent to close the transaction. |

b. On the Closing date the inventory, equipment, and fixtures to be transferred will be located at 110 N IH 35 Suite 350 Round Rock, TX, 78681.

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| c. | The Seller is responsible for paying the Mathnasium Franchise Transfer fee and all other fees owed to the Franchisor “Mathnasium” to facilitate the transfer. |

**5. Representations and Warranties by Seller.**

Seller covenants and represents:

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| a. | That Seller is the sole owner of the Assets with full right to sell or dispose of it as Seller may choose, and no other person has any claim, right, title, interest, or lien in, to, or on the Business or Assets. |

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| b. | That Seller has no undischarged obligations affecting the Assets being sold under this Agreement. |

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| c. | That there are presently and will be at the time of closing, no liens or security interests against the property and Assets being transferred herein. |

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| d. | Consents. No consent from or other approval of a governmental entity, board of directors, or any other person is necessary in connection with the execution of the Agreement, or the consummation by Seller of the Assets by Buyer in the manner previously conducted by Seller. |

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| e. | Inventory. The Inventory is merchantable and fit for its intended use and is free of any material defects in workmanship. The finished goods Inventory is of a type, quantity, and quality usable and salable in the ordinary course of business. |

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| f. | Payment of Taxes. Seller represents and warrants that Seller has paid, or will arrange for the full payment of, all taxes owed by Seller on account of the Business. |

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| g. | Insurance. At the time of signing this Agreement, the Seller will provide the Buyer with a copy of the most current insurance policy covering the Business and/or the Assets sold. Buyer has the option to assume the insurance policy subject to insurance company approval. |

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| h. | Licenses. Permits and Consents. There are no licenses or permits currently required by the Seller for the satisfaction of the sale of Assets or this Agreement, or Seller has obtained the proper licenses or permits in order to effectuate this Agreement. |

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| i. | Litigation. There are no actions, suits, proceedings, or investigations pending or, to the knowledge of the Seller, threatened against or involving Seller or brought by Seller or affecting any of the purchased property at law or in equity or admiralty or before or by any federal, state, municipal, or other governmental department, commission, board, agency, or instrumentality, domestic or foreign, nor has any such action, suit, proceeding, or investigation been pending during the 24-month period preceding the date hereof; and Seller is not operating its business under or subject to, or in default with respect to, any order, writ, injunction, or decree of any court of federal, state, municipal, or governmental department, commission, board, agency, or instrumentality, domestic or foreign. |

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| j. | Compliance with Laws. To the best of its knowledge, Seller has complied with and is operating its business in compliance with all laws, regulations, and orders applicable to the business conducted by it, and the present uses by the Seller of the purchased property do not violate any such laws, regulations, and orders. Seller has no knowledge of any material present or future expenditures that will be required with respect to any of Seller's facilities to achieve compliance with any present statute, law, or regulation, including those relating to the environment or occupational health and safety. |

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| k. | Disclosure. No representation or warranty by the Seller contained in this Agreement, and no statement contained in any certificate or other instrument furnished or to be furnished to Buyer pursuant hereto, or in connection with the transactions contemplated hereby, contains or will contain any untrue statement of a material fact or omits or will omit to state any material fact that is necessary in order to make the statements contained therein not misleading. |

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| l. | Liabilities. Seller has as of the purchase date and shall have on the closing date no liabilities of any kind whatsoever, contingent or otherwise. |

m. The Seller hereby represents that the assets are unencumbered by any financial obligations. Any undisclosed financial or legal matters arising from the Buyer's acquisition of the assets shall constitute the sole responsibility of the owners and officers of Harness Mind INC.. The owners and officers assume personal liability and indemnify Math Made Simple, along with its owners and officers, from any legal or financial obligations or issues arising from this agreement.

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**6. Covenants of Seller.**

The Seller covenants with the Buyer as follows:

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| a. | The Bill of Sale to be delivered at the closing date will transfer all the Assets enumerated in Exhibit A free and clear of all encumbrances and will contain the usual warranties; |

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| b. | Seller assumes all risk of loss, damage, or destruction to the Assets subject to this Agreement until the closing. If the Assets are damaged or lost prior to Closing such that their valuation is affected, Seller agrees to negotiate in good faith a reasonable reduction in the Payment Purchase Price to account for the lost value of the Assets. |

**7. Inventory of Assets.**

A complete inventory of the stock in trade, merchandise, and other tangible assets to be sold and purchased under this Agreement shall be taken on December 30, 2023 by Gregory Pratt. Any Asset(s) which would end up losing value, or otherwise becoming encumbered, based on suspension of operation, may remain in use until the Asset(s) can be transferred to Buyer with the purpose of retaining the maximum value until the execution and complete satisfaction of this Agreement.

**8. Bulk Sales Compliance.**

The Seller shall comply with applicable bulk sales legislation.

**9. Schedules.**

Schedules and other documents attached or referred to in this Agreement are an integral part of this Agreement.

**10. Entire Agreement.**

This Agreement constitutes the sole and only agreement between Buyer and Seller respecting the Business or the sale and purchase of it. This Agreement correctly sets forth the obligations of Buyer and Seller to each other as of its date. Any additional agreements or representations respecting the Business or its sale to Buyer not expressly set forth in this Agreement are null and void, unless otherwise required by law. Both parties agree to waive rights as to any conflicting laws which may nullify this Agreement to the full extent allowable by law.

**11. Conditions Precedent of Buyer.**

The obligations of the Buyer hereunder are subject to the conditions that on or prior to the closing date:

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| a. | Representations and Warranties True at Closing. The representations and warranties of the Seller contained in the Agreement or any certificate or document delivered pursuant to the provisions hereof or in connection with the transactions contemplated hereby shall be true on and as of the closing date as though such representations and warranties were made at and as of such date, except if such representations and warranties were made as of a specified date and such representations and warranties shall be true as of such date. |

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| b. | Seller's Compliance with Agreement. The Seller shall have performed and complied with all agreements and conditions required by this Agreement to be performed or complied with by it prior to or at the closing of the Agreement. |

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| c. | Resolutions and Seller's Certificate. The Seller shall have delivered to the Buyer copies of the resolutions of the board of directors of the Seller authorizing the transactions contemplated herein, with such resolutions to be certified to be true and correct by its secretary or assistant secretary, together with a certificate of an officer of the Seller, dated the closing date, certifying in such detail as the Buyer may request to the fulfillment of the conditions specified in subparagraphs (a) and (b) above. |

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| d. | Injunction. On the closing date, there shall be no effective injunction, writ, preliminary restraining order, or any order of any nature issued by a court of competent jurisdiction directing that the transactions provided for herein or any of them not be consummated as herein provided. |

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| e. | Casualty. The purchased Asset(s) or any substantial portion thereof shall not have been adversely affected in any material way as a result of any fire, accident, flood, or other casualty or act of God or the public enemy, nor shall any substantial portion of the purchased property have been stolen, taken by eminent domain, or subject to condemnation. If the Closing occurs hereunder despite such casualty as a result of the waiver of this condition by Buyer, the Seller shall assign or pay over to the Buyer the proceeds of any insurance or any condemnation proceeds with respect to any casualty involving the purchased property that occurs after the date hereof. |

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| f. | Material Adverse Change. No material adverse change shall have occurred in the assets, liabilities, condition (financial or otherwise), business, properties, earnings, or net worth of the Seller between the purchase date and the closing date. The Seller shall grant the Buyer the opportunity to conduct an inspection of Radius 5 days before closing date, specifically to assess any changes in earnings. Additionally, the Seller commits to inspecting earnings for December 2023 and receivables for January 2024. In the event that the Seller identifies a decrease in earnings exceeding 7% from the earnings recorded in November 2023, as verified by Radius, the Buyer, at its sole discretion, reserves the right to declare this agreement null and void. In the event of any Material Adverse Change, as defined herein, the Buyer reserves the right to terminate this agreement. The Seller undertakes to promptly return all deposits received from the Buyer in such a case. |

**12. Arbitration**.

In the event the parties are not able to resolve any dispute between them arising out of or concerning this Agreement, or any provisions hereof, whether in contract, tort, or otherwise at law or in equity for damages or any other relief, then such dispute shall be resolved only by final and binding arbitration pursuant to the Federal Arbitration Act and in accordance with the American Arbitration Association rules then in effect, conducted by a single neutral arbitrator and administered by the American Arbitration Association in a location mutually agreed upon by the parties. The arbitrator's award shall be final, and judgment may be entered upon it in any court having jurisdiction. In the event that any legal or equitable action, proceeding or arbitration arises out of or concerns this Agreement, the prevailing party shall be entitled to recover its costs and reasonable attorney's fees. The parties agree to arbitrate all disputes and claims in regards to this Agreement or any disputes arising as a result of this Agreement, whether directly or indirectly, including Tort claims that are a result of this Agreement. The parties agree that the Federal Arbitration Act governs the interpretation and enforcement of this provision. The entire dispute, including the scope and enforceability of this arbitration provision shall be determined by the Arbitrator. This arbitration provision shall survive the termination of this Agreement.

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**13. Costs and Expenses.**

Except as expressly provided to the contrary in this Agreement, each party shall pay all of its own costs and expenses incurred with respect to the negotiation, execution and delivery of this Agreement and the exhibits hereto.

The Seller agrees to bear the responsibility for closing costs associated with this transaction. These closing costs include Mathnasium franchise transfer fees and title company fees. Both parties commit to cooperating in good faith to accurately determine and verify the closing costs, with adjustments made on the settlement statement if necessary. This Closing Cost Clause is subject to the laws of the Texas, without regard to its conflicts of laws principles.

**14. Confidentiality Clauses**

1. The Seller agrees not to disclose the details of the asset sale to any employees without the express consent of the Buyer.
2. The Seller agrees not to disclose the details of the asset sale to any students or parents without the explicit consent of the Buyer.
3. The Seller agrees not to disclose to any other Mathnasium Franchisee the financial terms of this asset agreement.
4. In the event that the Seller discloses the financial terms of this transaction to any third party, the Seller must immediately notify the Buyer of such disclosure.
5. If any parent, student, or employee inquires about the sale, the Seller shall direct them to contact Gregory Pratt via email at greg.pratt@mathnasium.com.
6. The Buyer shall be responsible for coordinating all communication to employees and parents regarding the asset sale, and such communication shall be conducted in the middle of December.

The obligations outlined in this clause shall survive the termination of this agreement and continue for a period of 10 years from the date of termination.

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**15. Contingency Clauses**

The following conditions must be met on or prior to the closing date:

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| a. | Franchisor Approval: |
|  | 1. The effectiveness of this Asset Purchase Agreement ("Agreement") is expressly contingent upon the approval of the franchisor, Mathnasium ("Franchisor"). The Seller shall diligently and in good faith seek the Franchisor's approval for the transfer of the business assets subject to this Agreement. 2. The Seller shall make all reasonable and necessary efforts to obtain Franchisor approval, including providing any information or documentation required by the Franchisor for its review |

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| b. | Lease Assignment Approval:   1. The closing of this transaction is further contingent upon the successful assignment of the lease for the property located at 110 N IH 35 Suite 350 Round Rock, TX, 78681 (the "Property") from the Seller to the Buyer. The Seller shall make all necessary efforts to secure the landlord's assignment consent for the benefit of the Buyer. 2. The Seller shall coordinate with the landlord, provide any required documentation, and use best efforts to obtain the landlord's consent to assign the lease to the Buyer. |

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| c. | Seller's Efforts:   1. The Seller agrees to exert all reasonable efforts and undertake all necessary actions to ensure the timely approval of the Franchisor and the assignment of the lease to the Buyer. |
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| d. | Contingency Deadline:   1. Both the Franchisor's approval and the landlord's assignment consent must be obtained on or before December 31, 2023 (the "Contingency Deadline"). If either is not obtained by December 31, 2023, the closing date will move to 2-1-2024. 2. If either the Franchisor's approval or the landlord's assignment consent is not obtained by the Contingency Deadline, this Agreement shall be deemed null and void, and all funds, including any escrow deposit, paid by the Buyer shall be promptly returned to the Buyer. |

**16. Miscellaneous Provisions.**

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| a. | Applicable Law. This Agreement shall be construed under and in accordance with the laws of the State of Texas. |

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| b. | Parties Bound. This Agreement shall be binding on and inure to the benefit of the parties to this Agreement and their respective heirs, executors, administrators, legal representatives, successors and assigns as permitted by this Agreement. |

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| c. | Legal Construction. This Agreement shall be construed as to effectuate the intended purpose of the Agreement. In the event any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, this Agreement shall be modified to otherwise effectuate the sale under the original intentions of the Parties. This may include striking the invalid, illegal, or unenforceable provision as if they had never been contained in this Agreement, or modifying the invalid, illegal or unenforceable provisions to make them compliant without modifying the original purpose of the Parties. |

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| d. | Amendments. This Agreement may be amended by the Parties only by a written agreement. |

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| e. | Attorneys' Fees. Should any arbitration or litigation be commenced between the parties to this Agreement concerning the rights and duties of either party in relation to the Business or this Agreement, the prevailing party in the arbitration or litigation shall be entitled to (in addition to any other relief that may be granted) a reasonable sum and attorneys' fees in the arbitration or litigation, which sum shall be determined by the court or other person presiding in the arbitration or litigation or in a separate action brought for that purpose. |

 f. Signatories. This Agreement shall be executed on behalf of Harness Mind INC. by Rajyalakshmi Rayaprolu and on behalf of Math Made Simple LLC or Assignee by Gregory Pratt. The Agreement shall be effective as of the date first written above.

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| g. |  | Assignment of Contract. Math Made Simple LLC may assign this contract to another entity, and the Sellers are aware and approve of this. |

Sellers:

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| Harness Mind INC. |  |
| By: s\_Af\_Seller\_Rep\_Name\_ | Date: d\_Af\_Seller\_Rep\_Date\_ |

Malik Devulapalli

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| By: s\_Af\_Seller\_Rep\_Name\_ | Date: d\_Af\_Seller\_Rep\_Date\_ |

Rajyalakshmi Rayaprolu

Buyer:

Math Made Simple LLC or Assignee

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| By: s\_Af\_Buyer\_Rep\_Name\_ | Date: d\_Af\_Buyer\_Rep\_Date\_ |

Gregory Pratt

**EXHIBIT A - ASSETS TO BE INCLUDED IN PURCHASE AGREEMENT:**

The following assets are included in the purchase agreement and shall be transferred from the Seller to the Buyer:

1. Fifteen (15) Instruction Tables
2. Thirty (30) Student Chairs
3. Ten (10) Instructor Chairs
4. Two (2) Parent Chairs
5. One (1) Mathnasium Channel Letter Signs
6. Two (2) Printers
7. Two (2) Center Director Desk
8. One (1) Computers
9. Three (3) Tablets
10. All email addresses associated with the Mathnasium of Cedar Park
11. All social media logins and associated accounts.
12. Any Amazon or Staples business account, including all associated data and login credentials.
13. Center telephone number & phone systems.
14. All student binders and associated materials within.
15. All Mathnasium branded and trademarked products.
16. Listen 360 account, including all associated data and login credentials.
17. Apptoto account, including all associated data and login credentials.
18. Appointy or Appointy M account, including all associated data and login credentials.
19. All Radius records, encompassing all parent and student names, phone numbers, addresses, payment history, and associated data.
20. Any account that is used in Mathnasium standard practices that is not listed, including all associated data and login credentials.

The Seller agrees to facilitate the transfer of ownership and access to the aforementioned assets, accounts, and information to the Buyer in a timely manner, ensuring a seamless transition of the business.

IN WITNESS WHEREOF, the Parties have executed this Exhibit A as of the Effective Date.

[BUYER: Buyer's Name] By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [Authorized Signatory], Buyer's Agent

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[SELLER: Seller's Name] By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [Authorized Signatory], Seller's Agent

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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