

## STOCK PURCHASE AGREEMENT

THIS STOCK PURCHASE AGREEMENT is entered into and made effective **April 5, 2024**, by and between **Olawunmi George** and Ride Now 1981, Inc., DBA Gride Technology, a Georgia Corporation located at 3344 Peachtree Rd NE STE 800, Atlanta, Georgia, 30326. At times the Seller and Buyer may be referred to herein individually as a “**Party**,” and collectively as the “**Parties**.”

### WITNESSETH

**WHEREAS**, Seller wishes to sell and the Buyer wishes to purchase **1000** Class A of common shares (“**Purchased Shares**”) in the Company.

**NOW, THEREFORE**, in consideration of the mutual promises of the Parties, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties mutually agree as to the following:

**1. Purchased Shares.** Seller shall sell to Buyer, for its own use and benefit, effective from and including the Closing Date, all of its rights, titles, and interests in **1000** of Class A shares in the Company, together with any and all benefits, advantages, privileges, rights, obligations, and liabilities relating thereto or arising and flowing therefrom.

The Parties both acknowledge, covenant, and agree that Seller shall continue to be entitled to the proceeds of any accounts receivable, profits, and any and all rights to and claims for payment accrued or arising from the ownership of the Purchased Shares prior to the Closing Date.

### **2. Buyer’s Warranties.**

- (a) The Buyer has the power and authority to execute and deliver this Agreement and to perform her obligations hereunder, all of which have been duly authorized by all requisite action. This Agreement has been duly authorized, executed, and delivered by him and constitutes his valid and binding obligation, enforceable against her in accordance with its terms.
- (b) In consideration for the foregoing sale of the Purchased Shares in the Company, Buyer hereby assumes and covenants to be bound by all of Seller’s obligations, covenants, representations, warranties, and liabilities arising or flowing from and under or in any way connected with Purchased Shares and the Company effective from and including the Effective Date and covenants and agrees with Seller and the Company to duly keep, observe, perform, and comply with or cause to be kept, observed, performed, and complied with all such obligations and all stipulations, restrictions, provisions, and conditions required of Seller and the Company under all local, state, and federal laws,

any applicable licensing authorities, and any organizational documents of the Company.

- (c) Buyer is not relying on any express or implied legal or investment advice or information from Seller with respect to the value of the Company or the Purchased Shares or any other aspect of this transaction.
- (d) Buyer has first-hand knowledge and experience of the subject matter within this Agreement and has had the opportunity to discuss the transaction contemplated under this Agreement with his legal and tax counsel and is fully satisfied with the terms of this Agreement. Buyer acknowledges, covenants, and agrees that the Purchase Price is a fair exchange for the Purchased Shares.

3. **Seller's Warranties.** The Seller has the power and authority to execute and deliver this Agreement and to perform its obligations hereunder, all of which have been duly authorized by all requisite action. This Agreement has been duly authorized, executed, and delivered by Seller and constitutes his valid and binding obligation, enforceable against her in accordance with its terms.

4. **Purchase Price.** In consideration for the sale of the Purchased Shares, the Parties agree that the purchase price to be paid by the Buyer to the Seller for the Purchased Shares shall be US Dollars (\$5000), which shall be payable at Closing in immediately available funds. The Purchase Price does not include any federal, state, or local property, sale, use, excise, gross receipts, value added, or other taxes that may now or hereafter be applicable to, measured by, or imposed upon with respect to the Purchased Shares, its sale, value, or use. Buyer agrees to pay such taxes imposed on the purchase of the Purchased Shares and for all transactional taxes incurred by and attributable to Buyer.

5. **Closing Date.** The closing of the purchase of the Purchased Shares as set forth in this Agreement (the "**Closing**") shall take place on **April 8, 2024**. The following delivers will be made by the Parties at Closing:

- (a) The Parties shall execute and deliver an amendment to the Shareholder's Agreement of the Company; and
- (b) Buyer shall tender the Purchase Price.

6. **Indemnification.** The Seller shall indemnify and hold harmless the Company and the Buyer, at all times after the date of this Agreement, against and in respect to any damage or deficiency resulting from any misrepresentation, breach of warranty, or nonfulfillment of any agreement on the part of the Seller, under this agreement, or from any misrepresentation in or omission from any certificate or other instrument furnished or to be furnished to the Buyer hereunder, including but not limited to any liability, debt, or other damage resulting from any action or inaction taken by Seller or the Company prior to the closing.

7. **Further Assurances.** Each of the Parties hereto shall execute and deliver all such further documents and do such other things as the other Parties may reasonably request to give full effect to this Agreement.

8. **Successors and Assigns.** The Parties agree that this Agreement shall be binding upon each of its successors and assigns.

9. **Amendments.** No modification, supplement, termination, extension, waiver, or amendment to or of this Agreement (or any attachments or exhibits) or any of its provisions may be made, and any attempts shall not be binding unless agreed upon by the Parties in writing by duly authorized representatives of the Parties. There shall be no oral agreements.

10. **Waiver.** No waiver of any breach of any provision of this Agreement, notice, or statement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof, and no waiver shall be effective unless made in writing via written instrument or by electronic means such as email. A waiver by either party of any provision of this Agreement in any instance shall not be deemed to waive it for the future. A Party's failure to insist on strict compliance with any of the terms of this Agreement on one or more occasions is not a waiver of any rights or obligations under this Agreement.

11. **Notices.** Any notice required, permitted to be given, or otherwise given hereunder may be effectively given by letter delivered either by personal delivery, registered mail certified return receipt requested, postage prepaid, or delivered by overnight delivery service or by facsimile machine upon receipt from the sender of a confirmation of receipt, or by other electronic means such as email, so long as the recipient has acknowledged receipt (for purposes of this section an automatically generated receipt confirmation does not qualify as acknowledgement of receipt).

12. **Governing Law.** This Agreement and any disagreement, claim, dispute, or controversy arising therefrom shall be governed by and construed in all respects in accordance with the laws of the State of Georgia as they apply to agreements entered into and to be performed by the Parties herein.

13. **Venue.** The Parties further agree that venue of any legal action or claim hereunder shall be in and with a court having jurisdiction over Cobb County, Georgia. The Parties further agree and hereby consent to, and waive all defenses for lack of personal jurisdiction, lack of venue, and forum *non conveniens* with respect to the State of Georgia and Cobb County.

14. **Entire Agreement.** This Agreement shall constitute the entire agreement between the Parties and will supersede all prior agreements, representations, warranties, statements, promises, information, arrangements, and understandings, whether oral or written, express or implied, with respect to the subject matter hereof. The Parties shall not be bound or charged

with any oral or written agreements, representations, warranties, statements, promises, information, arrangements or understandings not specifically set forth in this Agreement. This Agreement has been carefully drafted and the Parties are convinced that this document completely and clearly expresses their intentions. Further, the Parties place great value on the quick and inexpensive resolution of any dispute that may arise between them concerning this contract or the subject hereof. Therefore, the Parties agree that: (i) all disputes concerning this Agreement or the subject matter hereof shall be resolved as provided herein; (ii) this Agreement constitutes the sole agreement among the Parties, and supersedes any and all prior or contemporaneous oral or written agreements, promises, or understandings among them, pertaining to the matters contemplated in this Agreement; (iii) no express or implied representations, warranties, or inducements have been made by any party to any other party except as set forth in this Agreement; and (iv) no parole or extrinsic evidence whatsoever may be introduced or considered in any proceeding involving this Agreement, for any purpose, including to interpret, explain, clarify, or add to this Agreement, except in any instance in which a provision is found in whole or in part to be invalid, illegal, or unenforceable and subject to severability and the adjudicator undertakes to re-write or construe the severed provision as closely as possible to conform to the intent of the Parties.

15. **Severability.** If any one or more of the parts, portions, sections, or provisions of this Agreement shall be held invalid, illegal, or unenforceable in any respect, such parts, portions, sections or provisions shall not affect any other part, portion, section, or provision hereof, and this Agreement shall be construed as if such part, portion, section, or provision had never been contained herein. Moreover, if any adjudicator finds that any part, portion, section, or provision of this Agreement is invalid, illegal, or unenforceable but that by limiting said part, portion, section, or provision it shall be enforceable then said part, portion, section, or provision shall be so limited and construed.

16. **Headings.** The headings for sections herein are for convenience only and shall not affect the meaning of the provisions of this Agreement. Such headings shall not be deemed to govern, limit, modify or in any other manner affect the scope, meaning or intent of the provisions of this Agreement or any part thereof, nor shall they otherwise be given any legal effect.

17. **Survival.** Those sections of this Agreement, that should logically survive the termination or expiration of this Agreement, shall survive termination or expiration of this Agreement.

18. **Construction.** If there is any controversy regarding this agreement or the terms of this Agreement, this Agreement, will be deemed to have been drafted by all Parties herein and will not be strictly construed as against any party. The Parties have been made aware of their right and opportunity to consult with independent legal counsel and have either done so or have knowingly and intelligently waived the right to do so. Further, the Parties acknowledge that they have engaged in negotiations to reach this Agreement, and that this Agreement represents the intention of both Parties.

19. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one and the same agreement, including the judicial proof of any of the terms hereof. A photocopy, fax copy, or electronic image copy such as a PDF attached to an email, which depicts the inclusion of one or more signatures by pen on paper or via electronic signature, shall be deemed an original.

20. **Attorneys' Fees.** In the event of litigation or arbitration relating to the subject matter of this Agreement, the prevailing party shall have the right to collect from the other party its reasonable costs and necessary disbursements and attorneys' fees incurred in enforcing this Agreement. Notwithstanding the foregoing, both Parties shall bear its own costs in pre-suit negotiations and mediation unless said pre-suit negotiations and mediation are unsuccessful in which case those costs may be fully recouped in litigation or arbitration.

21. **Satisfaction.** Each Party represents that they have read this Agreement, understand its contents, are satisfied with its terms, and acknowledge the same shall be binding upon them.

THIS IS AN IMPORTANT LEGAL DOCUMENT THAT HAS SIGNIFICANT FINANCIAL AND TAX RAMIFICATIONS TO EACH OF THE UNDERSIGNED. EACH PARTY SHOULD HAVE HIS OR HER PERSONAL TAX AND/OR FINANCIAL ADVISOR REVIEW THIS AGREEMENT BEFORE THEY SIGN IT.

**IN WITNESS WHEREOF**, the Parties hereto have set their hands and affixed their seals on the Effective Date.

**SELLER:**

**BUYER:**

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Genel Moliere, as President of  
Ride Now 1981, Inc. DBA Gride Technology

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Printed Name: Olawunmi George  
Title: **Investor**