Asset Purchase Agreement

Hillcrest Ventures LLC

and

Urban Grind Coffee Inc.

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1. PARTIES
   1. This Asset Purchase Agreement ("Agreement") is entered into between:
   2. **Buyer:** Hillcrest Ventures LLC, a Delaware limited liability company, with its principal place of business at [insert address], email: [insert email]; and
   3. **Seller:** Urban Grind Coffee Inc., a California corporation, with its principal place of business at [insert address], email: [insert email].
   4. Each party is duly organized, validly existing, and in good standing under the laws of its respective jurisdiction of formation.
2. DEFINITIONS
   1. **"Agreement"** means this Asset Purchase Agreement, including all schedules, exhibits, and attachments hereto, as amended or supplemented from time to time in accordance with its terms.
   2. **"Assumed Liabilities"** means the liabilities and obligations of Seller specifically assumed by Buyer under this Agreement, as further described in Clause 7, including but not limited to the obligation to honor outstanding gift cards and prepaid catering deposits related to the Business Being Sold.
   3. **"Business Being Sold"** means the downtown San Diego café operated by Seller, including all furniture, fixtures, equipment, signage, goodwill, customer lists, and other assets used exclusively in the operation of such location, as further described in Clause 5.
   4. **"Buyer"** means Hillcrest Ventures LLC, a Delaware limited liability company, with its principal place of business at [insert address], or its permitted successors and assigns.
   5. **"Closing"** means the consummation of the transactions contemplated by this Agreement, which shall occur on the Closing Date in accordance with Clause 12.
   6. **"Closing Date"** means October 15, 2025, or such other date as the parties may mutually agree in writing.
   7. **"Covenants"** means the promises and undertakings made by the parties under this Agreement, as set forth in Clause 13.
   8. **"Due Diligence Period"** means the period ending on September 30, 2025, during which Buyer may conduct investigations and inspections of the Business Being Sold, as further described in Clause 10.
   9. **"Excluded Assets"** means the assets and properties of Seller not included in the sale of the Business Being Sold, as further described in Clause 6, including Seller’s corporate bank accounts, intellectual property not used in the downtown location, and all existing liabilities except for customer gift card obligations.
   10. **"Promissory Note"** means the instrument evidencing the $50,000 seller-financed portion of the Purchase Price, bearing interest at 5% per annum and payable over 12 months, as further described in Clause 9.
   11. **"Purchase Price"** means the total consideration for the Business Being Sold, being $185,000, payable as $135,000 in cash at Closing and $50,000 pursuant to the Promissory Note, as further described in Clause 8.
   12. **"Seller"** means Urban Grind Coffee Inc., a California corporation, with its principal place of business at [insert address], or its permitted successors and assigns.
   13. **"Transition Period"** means the 10-business-day period following the Closing Date during which Seller agrees to provide transitional support to Buyer, as further described in Clause 16.
   14. **"Transition Services"** means the operational assistance provided by Seller to Buyer during the Transition Period, including training, knowledge transfer, and other support necessary for the continuity of the Business Being Sold.
3. INTERPRETATION
   1. Unless the context otherwise requires, words in the singular include the plural and vice versa, and words denoting any gender include all genders.
   2. References to "writing" or "written" include electronic communications in a form capable of being reproduced in tangible form, provided such method is agreed by both parties.
   3. Headings are inserted for convenience only and shall not affect the construction or interpretation of this Agreement.
   4. References to clauses are to clauses of this Agreement unless otherwise specified.
   5. Where any term is defined in Clause 1, such definition shall govern its interpretation throughout this Agreement.
   6. The terms "include", "includes" and "including" shall be construed as if followed by the phrase "without limitation".
   7. This Agreement shall be interpreted without regard to any presumption or rule requiring construction against the party causing the instrument to be drafted.
4. PREAMBLE
   1. This Agreement constitutes the entire understanding between Buyer and Seller regarding the sale and purchase of the Business Being Sold, comprising the downtown San Diego café and related assets as specified in Clause 5, subject to the Excluded Assets detailed in Clause 6.
   2. The parties intend for this transaction to be governed by and construed in accordance with applicable U.S. federal and California state laws, reflecting their mutual agreement reached through good faith negotiations.
   3. Buyer shall assume only those liabilities expressly identified as Assumed Liabilities in Clause 7, with all other liabilities remaining the sole responsibility of Seller.
   4. The Purchase Price of $185,000 shall be paid as set forth in Clause 8, with $50,000 to be satisfied through the Promissory Note described in Clause 9.
   5. This Agreement supersedes all prior agreements or understandings, whether written or oral, relating to the subject matter hereof.
5. ASSET DESCRIPTION
   1. Seller hereby sells, transfers, and assigns to Buyer all right, title, and interest in and to the Business Being Sold, which consists exclusively of the downtown San Diego café located at [insert address], including all assets used exclusively in the operation thereof as of the Closing Date.
   2. The transferred assets include, but are not limited to:
      1. All furniture, fixtures, and equipment located at the premises, including espresso machines, refrigerators, tables, chairs, and point-of-sale systems;
      2. All signage, branding materials, and menus specific to the downtown San Diego location;
      3. The goodwill associated with the Business Being Sold, including customer relationships and the right to use the existing business name for the location;
      4. All customer lists, vendor contracts, and supplier relationships exclusively pertaining to the location;
      5. All transferable licenses, permits, and approvals necessary for operation of the Business Being Sold, to the extent assignable under applicable law.
   3. The assets described in this Clause 5 are further specified in the inventory to be provided by Seller to Buyer prior to the Closing Date.
   4. For avoidance of doubt, the Business Being Sold does not include any Excluded Assets as defined in Clause 6.
6. EXCLUDED ASSETS
   1. Notwithstanding anything to the contrary in this Agreement, the following assets and properties shall constitute Excluded Assets and shall not be transferred to Buyer as part of the Business Being Sold:
      1. Seller's corporate bank accounts and all funds contained therein;
      2. Any intellectual property not used exclusively in the operation of the downtown San Diego location, including trademarks, copyrights, and trade names associated with Seller's other business operations;
      3. All liabilities and obligations of Seller existing as of the Closing Date, except for customer gift card obligations and prepaid catering deposits which are expressly included in the Assumed Liabilities under Clause 7;
      4. Any assets or properties not specifically described in Clause 5 as being part of the Business Being Sold.
   2. Seller shall retain all right, title, and interest in and to the Excluded Assets, and Buyer shall have no rights or obligations with respect thereto.
7. ASSUMED LIABILITIES
   1. Subject to the terms of this Agreement, Buyer shall assume and agree to pay, perform, and discharge only the following specific liabilities and obligations of Seller related to the Business Being Sold (collectively, the "Assumed Liabilities"):
      1. All outstanding gift card liabilities associated with the downtown San Diego location, including the obligation to honor such gift cards for goods and services at their full face value; and
      2. All prepaid catering deposits received by Seller for future services to be rendered at the downtown San Diego location.
   2. For avoidance of doubt, Buyer shall not assume any employee-related liabilities, including but not limited to wages, benefits, severance, or claims arising from Seller's termination of employees prior to Closing as described in Clause 14.
   3. Except as expressly set forth in this Clause 7, Buyer does not assume and shall not be responsible for any other liabilities or obligations of Seller, whether known or unknown, absolute or contingent.
8. PURCHASE PRICE AND PAYMENT TERMS
   1. The total Purchase Price for the Business Being Sold shall be $185,000 (one hundred eighty-five thousand U.S. dollars), payable as follows:
      1. $135,000 in immediately available funds to be paid by Buyer to Seller at Closing; and
      2. $50,000 to be paid pursuant to the terms of the Promissory Note described in Clause 9.
   2. The cash portion of the Purchase Price shall be paid by wire transfer of immediately available funds to an account designated by Seller in writing at least three (3) business days prior to the Closing Date.
   3. The Promissory Note portion of the Purchase Price shall be delivered by Buyer to Seller at Closing, duly executed by Buyer.
   4. Time is of the essence with respect to all payment obligations under this Clause 8.
   5. All payments shall be made in U.S. dollars and shall be free and clear of any deductions, withholdings, or set-offs except as required by applicable law.
9. PROMISSORY NOTE FINANCING
   1. The $50,000 portion of the Purchase Price shall be evidenced by a Promissory Note issued by Buyer to Seller, substantially in the form agreed between the parties prior to Closing, bearing simple interest at a fixed rate of 5% per annum.
   2. The principal amount of the Promissory Note, together with all accrued but unpaid interest, shall be payable in twelve (12) equal monthly installments commencing thirty (30) days after the Closing Date, with the final payment due on the twelve-month anniversary of the Closing Date.
   3. Buyer may prepay the Promissory Note in whole or in part at any time without penalty or premium.
   4. The Promissory Note shall be unsecured and shall rank pari passu with all other unsecured indebtedness of Buyer.
   5. Upon any default in payment that continues for ten (10) business days after written notice from Seller, or upon other customary events of default, Seller may declare the entire unpaid balance immediately due and payable.
   6. The obligations of Buyer under the Promissory Note shall survive the Closing and shall not be affected by any subsequent dispute under this Agreement.
10. DUE DILIGENCE PERIOD
    1. Buyer shall have until September 30, 2025 (the "Due Diligence Period") to conduct such investigations, inspections, and analyses of the Business Being Sold as Buyer deems appropriate, including but not limited to:
       1. Examination of financial records, tax returns, and operational data related to the Business Being Sold;
       2. Inspection of the physical condition of all tangible assets included in the Business Being Sold;
       3. Review of all material contracts, licenses, permits, and other documentation pertaining to the operation of the Business Being Sold.
    2. During the Due Diligence Period, Seller shall provide Buyer and its representatives with reasonable access during normal business hours to the premises, books, records, and personnel related to the Business Being Sold, and shall promptly furnish all requested information and documentation reasonably necessary for Buyer's due diligence review.
    3. Buyer may terminate this Agreement at any time prior to the expiration of the Due Diligence Period by written notice to Seller if Buyer determines, in its sole discretion, that the results of its due diligence are unsatisfactory. Upon such termination, neither party shall have any further obligations hereunder except as expressly provided in this Agreement.
    4. If Buyer does not provide written notice of termination prior to the expiration of the Due Diligence Period, Buyer's right to terminate under this Clause 10 shall expire and the Agreement shall continue in full force and effect subject to the remaining terms and conditions.
    5. All information obtained during the Due Diligence Period shall be subject to the confidentiality provisions set forth elsewhere in this Agreement.
11. REPRESENTATIONS AND WARRANTIES
    1. **Seller's Representations and Warranties:** Seller represents and warrants to Buyer as of the date hereof and as of the Closing Date that:
       1. Seller has good and marketable title to all assets comprising the Business Being Sold, free and clear of all liens, encumbrances, or third-party claims, except as disclosed in writing to Buyer prior to Closing;
       2. Seller is duly organized and has full power and authority to execute, deliver, and perform this Agreement and to consummate the transactions contemplated hereby;
       3. The execution and delivery of this Agreement does not violate any agreement or law to which Seller is subject;
       4. There are no undisclosed liabilities relating to the Business Being Sold, except for the Assumed Liabilities specifically identified in Clause 7;
       5. The Business Being Sold has been operated in material compliance with all applicable federal, state, and local laws, regulations, and ordinances, including health, safety, employment, and licensing requirements for operation in San Diego, California;
       6. All material contracts, permits, and licenses necessary for the operation of the Business Being Sold are valid, in full force, and transferable to Buyer;
       7. No litigation, arbitration, or regulatory proceeding is pending or threatened that would materially affect the Business Being Sold.
    2. **Buyer's Representations and Warranties:** Buyer represents and warrants to Seller as of the date hereof and as of the Closing Date that:
       1. Buyer is duly organized and has full power and authority to execute, deliver, and perform this Agreement and to consummate the transactions contemplated hereby;
       2. The execution and delivery of this Agreement does not violate any agreement or law to which Buyer is subject;
       3. Buyer has sufficient financial resources to pay the cash portion of the Purchase Price and to satisfy its obligations under the Promissory Note.
    3. All representations and warranties contained in this Clause 11 shall survive the Closing for a period of twelve (12) months, except for: (a) representations and warranties regarding title and authority, which shall survive indefinitely; and (b) representations and warranties regarding tax matters, which shall survive until the expiration of the applicable statute of limitations.
    4. The representations and warranties set forth in this Clause 11 are in addition to and not in limitation of any other representations or warranties made by either party elsewhere in this Agreement.
12. CLOSING CONDITIONS
    1. The obligations of Buyer to consummate the transactions contemplated by this Agreement are subject to the satisfaction (or waiver by Buyer in writing) of the following conditions precedent on or before the Closing Date:
       1. The representations and warranties of Seller contained in Clause 11 shall be true and correct in all material respects as of the Closing Date as though made on and as of such date;
       2. Seller shall have performed and complied in all material respects with all covenants and agreements required by this Agreement to be performed or complied with by Seller prior to or at Closing;
       3. Buyer shall have completed its due diligence review of the Business Being Sold to its satisfaction, in its sole discretion, as contemplated by Clause 10;
       4. There shall not have occurred any material adverse change in the business, operations, assets, or financial condition of the Business Being Sold since the date of this Agreement;
       5. Seller shall have delivered to Buyer all required consents, assignments, and other documentation necessary to transfer the Business Being Sold to Buyer, including but not limited to any required landlord consents for lease assignments.
    2. The obligations of Seller to consummate the transactions contemplated by this Agreement are subject to the satisfaction (or waiver by Seller in writing) of the following conditions precedent on or before the Closing Date:
       1. The representations and warranties of Buyer contained in Clause 11 shall be true and correct in all material respects as of the Closing Date as though made on and as of such date;
       2. Buyer shall have performed and complied in all material respects with all covenants and agreements required by this Agreement to be performed or complied with by Buyer prior to or at Closing;
       3. Buyer shall have delivered to Seller the cash portion of the Purchase Price as required by Clause 8 and the executed Promissory Note as required by Clause 9.
    3. Each party shall use commercially reasonable efforts to satisfy the conditions applicable to it and to cause the Closing to occur on or before the Closing Date.
    4. If any condition precedent is not satisfied or waived by the applicable party by the Closing Date, the party for whose benefit the condition exists may terminate this Agreement by written notice to the other party, whereupon neither party shall have any further obligation hereunder except as expressly provided in this Agreement.
13. COVENANTS
    1. **Pre-Closing Covenants of Seller:** Between the date of this Agreement and the Closing Date, Seller shall:
       1. Operate the Business Being Sold in the ordinary course consistent with past practice, maintaining all assets in their current condition (ordinary wear and tear excepted);
       2. Not incur any new liabilities related to the Business Being Sold except in the ordinary course of business consistent with past practice;
       3. Maintain all insurance policies covering the Business Being Sold in full force and effect;
       4. Not sell, transfer, or encumber any assets of the Business Being Sold without Buyer's prior written consent;
       5. Provide Buyer with prompt written notice of any material adverse change affecting the Business Being Sold;
       6. Preserve existing business relationships with customers, suppliers, and others having business dealings with the Business Being Sold.
    2. **Transition Covenants:** Following Closing, Seller shall:
       1. Provide the Transition Services described in Clause 16 for the duration of the Transition Period;
       2. Not make any disparaging statements regarding the Business Being Sold or Buyer's operation thereof;
       3. Comply with the non-compete obligations set forth in Clause 15.
    3. **Buyer's Covenants:** Buyer shall:
       1. Honor all Assumed Liabilities in accordance with their terms as provided in Clause 7;
       2. Make all payments required under the Promissory Note in accordance with Clause 9;
       3. Comply with all applicable laws in its operation of the Business Being Sold post-Closing.
    4. **Mutual Covenants:** Both parties covenant to:
       1. Use commercially reasonable efforts to satisfy all Closing Conditions and consummate the transaction;
       2. Provide all necessary cooperation for the transfer of licenses, permits, and contracts related to the Business Being Sold;
       3. Execute and deliver all additional documents reasonably required to effectuate the transactions contemplated by this Agreement;
       4. Maintain the confidentiality of all non-public information regarding the other party and the terms of this Agreement, except as required by law;
       5. Cooperate in good faith to comply with all applicable tax filing and reporting requirements related to the transaction.
    5. All covenants contained in this Clause 13 shall survive Closing for the period expressly specified herein or, if no period is specified, until fully performed.
14. EMPLOYEE MATTERS
    1. Seller shall terminate all employees currently engaged in the operation of the Business Being Sold effective immediately prior to the Closing Date, and shall be solely responsible for all liabilities arising from such terminations, including but not limited to payment of final wages, accrued benefits, severance obligations, and compliance with all applicable notice requirements under California and federal law.
    2. Buyer shall have no obligation to employ any of Seller's former employees, but may, in its sole discretion, offer employment to such individuals on terms and conditions determined by Buyer. Any such employment shall constitute new employment relationships with no continuity of service or assumption of prior employment terms.
    3. Seller represents and warrants that it has complied and will comply with all applicable employment laws in connection with the terminations, including but not limited to the California Labor Code and the federal Worker Adjustment and Retraining Notification (WARN) Act, if applicable.
    4. Seller shall indemnify and hold Buyer harmless from and against any claims, liabilities, or expenses arising from or related to the employment or termination of any employees of the Business Being Sold prior to Closing.
    5. Seller shall provide Buyer with a complete list of all terminated employees, including their positions, dates of hire, and final compensation details, at least five (5) business days prior to the Closing Date.
    6. Nothing in this Agreement shall be construed to create any third-party beneficiary rights in favor of any employee or former employee of Seller.
15. NON-SOLICITATION AND NON-COMPETE PROVISIONS
    1. For a period of two (2) years following the Closing Date, Seller shall not, directly or indirectly:
       1. Own, operate, manage, control, or participate in any coffee shop, café, or similar business that derives more than 10% of its revenue from coffee sales within a 15-mile radius of the Business Being Sold's downtown San Diego location;
       2. Solicit or attempt to solicit any customers or suppliers of the Business Being Sold who were customers or suppliers within the twelve (12) months prior to Closing;
       3. Solicit, hire, or induce any employee of the Business Being Sold who becomes employed by Buyer after Closing to terminate such employment.
    2. The restrictions in this Clause 15 shall apply to Seller and its affiliates, as well as to any entity in which Seller holds a controlling interest or management role, but shall not prohibit:
       1. Owning less than 5% of the outstanding shares of any publicly traded company;
       2. Continuing to operate Seller's existing coffee shop locations outside the restricted geographic area.
    3. The parties acknowledge that these restrictions are reasonable in scope, duration, and geographic area given the nature of the Business Being Sold, and that any breach would cause irreparable harm for which monetary damages would be inadequate.
    4. If any court determines any provision of this Clause 15 is unenforceable, such court may modify the provision to the minimum extent necessary to make it enforceable under California law while preserving the parties' original intent to the maximum extent possible.
16. TRANSITION SERVICES
    1. Seller shall provide Transition Services to Buyer for the duration of the Transition Period (10 consecutive business days following the Closing Date), consisting of operational assistance to facilitate the orderly transfer of the Business Being Sold, including but not limited to:
       1. Training Buyer's personnel on standard operating procedures, vendor relationships, and customer service protocols specific to the Business Being Sold, including point-of-sale systems and inventory management;
       2. Assisting with the transfer of customer accounts, supplier contracts, and goodwill;
       3. Providing consultation regarding inventory management, equipment maintenance, local business practices, and other operational matters;
       4. Facilitating introductions to key suppliers, vendors, and service providers.
    2. Seller shall make available knowledgeable personnel for up to eight (8) hours per business day during the Transition Period, at times mutually agreed with Buyer, and shall cooperate in good faith with Buyer's reasonable requests.
    3. Buyer shall have no obligation to compensate Seller for Transition Services, provided that Buyer shall reimburse Seller for any reasonable out-of-pocket expenses incurred in providing such services upon presentation of supporting documentation and prior written approval.
    4. The Transition Services shall be provided on an "as-is" basis without warranties of any kind, and Seller's aggregate liability related to such services shall not exceed $5,000.
    5. Buyer shall have the right to terminate the Transition Period early upon written notice to Seller if Buyer determines in its sole discretion that the Transition Services are no longer required.
17. TAX ALLOCATION AND FINANCIAL COOPERATION
    1. The Purchase Price shall be allocated among the assets comprising the Business Being Sold in accordance with Section 1060 of the Internal Revenue Code and the Treasury Regulations thereunder, as mutually agreed by the parties in writing prior to Closing. Such allocation shall be binding on both parties for all tax purposes.
    2. Each party shall report the federal, state, and local tax consequences of the transactions contemplated by this Agreement in a manner consistent with the agreed allocation and shall not take any position inconsistent therewith unless required by applicable law.
    3. Seller shall be responsible for all taxes attributable to the operation of the Business Being Sold prior to the Closing Date, and Buyer shall be responsible for all such taxes attributable to periods from and after the Closing Date. Seller shall be solely responsible for all transfer, sales, use, and similar taxes arising from the transfer of the Business Being Sold, and shall timely file all required tax returns and pay all such taxes when due.
    4. The parties shall cooperate fully with each other in connection with the filing of any tax returns or the conduct of any audit, examination, or other proceeding relating to taxes involving the Business Being Sold, including providing access to relevant records (which shall be retained for the period required by applicable law) and making employees available for interviews or testimony. The requesting party shall reimburse the other for reasonable out-of-pocket expenses incurred in providing such assistance.
    5. Any disputes regarding tax matters under this Clause 17 that cannot be resolved by the parties shall be resolved by an independent accounting firm mutually acceptable to both parties, whose determination shall be final and binding absent manifest error.
18. INDEMNIFICATION
    1. **Seller's Indemnification:** Seller shall indemnify, defend, and hold harmless Buyer from and against all losses, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising from or relating to:
       1. Any breach of Seller's representations, warranties, or covenants under this Agreement;
       2. Any Excluded Assets or liabilities not assumed by Buyer under Clause 7;
       3. Any failure to comply with employment laws relating to employee terminations as described in Clause 14.
    2. **Buyer's Indemnification:** Buyer shall indemnify, defend, and hold harmless Seller from and against all losses, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising from or relating to:
       1. Any breach of Buyer's representations, warranties, or covenants under this Agreement;
       2. Any Assumed Liabilities under Clause 7;
       3. Buyer's operation of the Business Being Sold after the Closing Date.
    3. **Procedures:** A party seeking indemnification (the "Indemnified Party") shall:
       1. Promptly notify the other party (the "Indemnifying Party") in writing of any claim, specifying the nature of the claim and the estimated amount, provided that failure to give timely notice shall not relieve the Indemnifying Party of its obligations except to the extent prejudiced thereby;
       2. The Indemnifying Party shall have the right to assume defense of the claim with counsel of its choice, provided that the Indemnified Party may participate in the defense at its own expense;
       3. No settlement imposing liability on the Indemnified Party shall be made without its prior written consent.
    4. **Limitations:**
       1. Neither party shall be liable for any indemnification claim unless the aggregate amount of all such claims exceeds $5,000, in which case the Indemnifying Party shall be liable for the full amount;
       2. The total aggregate liability of Seller under this Clause 18 shall not exceed 50% of the Purchase Price;
       3. No claim for indemnification may be brought after the applicable survival period specified in Clause 11.3, except for claims relating to (a) title to assets, (b) fraud, or (c) intentional misrepresentation, which shall survive indefinitely;
       4. Neither party shall be liable for any indirect, consequential, or punitive damages, except to the extent awarded to a third party in a claim subject to indemnification.
    5. **Exclusive Remedy:** Except for claims based on fraud or intentional misconduct, the indemnification provisions in this Clause 18 shall be the sole and exclusive remedy of the parties for any breach of this Agreement.
19. GOVERNING LAW AND JURISDICTION
    1. This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflict of laws principles.
    2. Any legal action or proceeding arising out of or relating to this Agreement shall be brought exclusively in the state or federal courts located in San Diego County, California, and each party irrevocably submits to the personal jurisdiction and venue of such courts.
    3. The parties expressly waive any right to trial by jury in any action or proceeding arising out of or relating to this Agreement.
    4. Notwithstanding the foregoing, either party may seek injunctive relief in any court of competent jurisdiction to prevent irreparable harm pending resolution of disputes through the agreed forum.
20. MISCELLANEOUS PROVISIONS
    1. **Entire Agreement:** This Agreement, including all schedules and exhibits referenced herein, constitutes the entire agreement between the parties and supersedes all prior agreements, understandings, and negotiations, whether written or oral, relating to the subject matter hereof.
    2. **Amendments:** No amendment or modification of this Agreement shall be valid unless made in writing and signed by both parties.
    3. **Waiver:** No waiver of any provision of this Agreement shall be effective unless in writing and signed by the waiving party. The failure to enforce any right under this Agreement shall not constitute a waiver of future enforcement of that or any other right.
    4. **Assignment:** Neither party may assign this Agreement without the prior written consent of the other party, except that Buyer may assign its rights to an affiliate without consent upon written notice to Seller.
    5. **Severability:** If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect, and the invalid provision shall be replaced by a valid provision that most closely reflects the parties' intent.
    6. **Notices:** All notices required under this Agreement shall be in writing and delivered personally, by certified mail (return receipt requested), or by nationally recognized overnight courier to the addresses specified in Clause 1, or to such other address as either party may designate in writing.
    7. **Counterparts:** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Electronic signatures shall be deemed original signatures.
    8. **No Third-Party Beneficiaries:** This Agreement is for the sole benefit of the parties and their permitted successors and assigns and does not confer any rights or remedies upon any other person or entity.
    9. **Survival:** The provisions of Clauses 11 (Representations and Warranties), 15 (Non-Compete), 17 (Tax Allocation), and 18 (Indemnification) shall survive the Closing as specified therein, along with all other provisions that by their nature should survive termination.
    10. **Time of Essence:** Time is of the essence with respect to all dates and time periods specified in this Agreement.
21. GOVERNING LAW AND JURISDICTION
    1. This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflict of laws principles.
    2. Any legal action or proceeding arising out of or relating to this Agreement shall be brought exclusively in the state or federal courts located in San Diego County, California, and each party irrevocably submits to the personal jurisdiction and venue of such courts.
    3. The parties expressly waive any right to trial by jury in any action or proceeding arising out of or relating to this Agreement.
    4. Notwithstanding the foregoing, either party may seek injunctive relief in any court of competent jurisdiction to prevent irreparable harm pending resolution of disputes through the agreed forum.

Hillcrest Ventures LLC

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Signatory: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Urban Grind Coffee Inc.

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Signatory: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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