

Exhibit A

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](#)

File Name
https-web.archive.org/web-20220522075501-https-www.epik.com-services-escrow-13-Sep-2013-07:00-PDT_3.jpg
Hash (SHA256)
63e555ba7c40c263e8e3207968a0683334c485e4547609b888a73
Signature (PKCS#v1.5)
41e67e1771c233e6c23280198305342c5040c2c4558888a71301e1322a722a4f193b39040701c2a27170a8488f6
e053c44e4940438627274920570509823f4940P5c2108b4940d77e178e168320a2a3f78b4044764884684762838e2
80533c786d195f54c2a4241010702a58e08710a0c7a6d4642c2a3c19c0906889f090a448e78ed46231936065a0e7
868784c0e1306d40603a072ae826011e404846a7a78e428a20220522075501https-www.epik.com-services-escrow-13-Sep-2013-07:00-PDT_3.jpg
e82c79f00a0b0a3378b886029521054c30e848e4c485e4547609b888a73

URL
https://web.archive.org/web/20220522075501https://www.epik.com/services/escrow/
Timestamp
Mon Mar 13 2023 10:35:41 GMT-0700 (Pacific Daylight Time)

Exhibit B



EXEMPLAR

January 11, 2023

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

Re: Matthew Adkisson

Dear Mr. Perez:

On behalf of Epik Holdings, Inc., Epik shall pay the debt owed to Mr. Adkisson in two installments, one on 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.

Sincerely,

Exemplar Law, LLC

Eric J. Geppert
Managing Director
Corporate & Transactions

cc: Brian Royce
Rob Monster
Jonathan Stevens, Esq.

Exhibit C

Marcelo, Christian W. (SEA)

From: Perez, David A. (SEA)
Sent: Monday, January 30, 2023 5:30 PM
To: Eric Geppert
Cc: Rob Monster - MVP; JONATHAN STEVENS; Samuel Whitley
Subject: RE: Epik/Adkisson
Attachments: Epik Adkisson Proposal 2023-01-11.pdf

Eric,

Not so fast. The proposal we accepted—which *you sent on behalf of the company*—made clear that the company would be paying my client on or before tomorrow. Your letter proposal is 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
p: 206.359.6767
c: 206.618.4293
e: DPerez@perkinscoie.com
<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.

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: Monday, January 30, 2023 8:25 PM
To: Eric Geppert <egeppert@exemplarlaw.com>
Cc: Rob Monster - MVP <rob@monstervernturepartners.com>; JONATHAN STEVENS <jstevensesquire@gmail.com>; Samuel Whitley <swhitley@whitley-llp.com>
Subject: RE: Epik/Adkisson

What plan? We agreed to a 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
Firmwide Chair of Business Litigation
1201 Third Avenue, Suite 4900
Seattle, WA 98101-3099
p: 206.359.6767
c: 206.618.4293
e: DPerez@perkinscoie.com
<http://www.perkinscoie.com/dperez/>

From: Eric Geppert <egeppert@exemplarlaw.com>
Sent: Monday, January 30, 2023 5:22 PM
To: Perez, David A. (SEA) <DPerez@perkinscoie.com>
Cc: Rob Monster - MVP <rob@monstervernturepartners.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@monstervernturepartners.com>; JONATHAN STEVENS <jstevensesquire@gmail.com>; Samuel Whitley <swhitley@whitley-llp.com>
Subject: RE: Epik/Adkisson

Counsel,

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

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: DPerez@perkinscoie.com

<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@monsterventurerepartners.com>; JONATHAN STEVENS <jstevensesquire@gmail.com>;

Samuel Whitley <swhitley@whitley-llp.com>

Subject: RE: Epik/Adkisson

Counsel,

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

- Name on Account:
 - Perkins Coie LLP
 - Seattle WA IOLTA Acct
 - 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
- Bank Address:
 - 420 Montgomery Street, 8th Floor
 - San Francisco, CA 94104
- Beneficiary Address:
 - 1201 Third Ave, Suite 4800
 - Seattle, WA 98101

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

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

David

David A. Perez | Perkins Coie LLP

Partner

Firmwide Chair of Business Litigation

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Seattle, WA 98101-3099

p: 206.359.6767

c: 206.618.4293

e: DPerez@perkinscoie.com

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

From: Eric Geppert <egeppert@exemplarlaw.com>

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

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

Cc: Rob Monster - MVP <rob@monstervernturerepartners.com>; JONATHAN STEVENS <jstevensesquire@gmail.com>; Samuel Whitley <swhitley@whitley-llp.com>

Subject: RE: Epik/Adkisson

David,

Attached is a written proposal.

Best,

Eric

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Eric J. Geppert

Managing Director

Corporate & Transactions

Exemplar Law, LLC

Washington DC

C: 1.202.251.9769

egeppert@exemplarlaw.com

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From: Perez, David A. (SEA) <DPerez@perkinscoie.com>
Sent: Monday, January 9, 2023 2:36 PM
To: Eric Geppert <egeppert@exemplarlaw.com>
Cc: Byrne, Preston <PBbyrne@brownrudnick.com>; Samuel Whitley <swhitley@whitley-llp.com>
Subject: RE: Epik/Adkisson

Counsel,

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

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

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

David A. Perez | Perkins Coie LLP

Partner

Firmwide Chair of Business Litigation

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

p: 206.359.6767

c: 206.618.4293

e: DPerez@perkinscoie.com

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

From: Eric Geppert <egeppert@exemplarlaw.com>
Sent: Friday, January 06, 2023 12:05 PM
To: Perez, David A. (SEA) <DPerez@perkinscoie.com>
Cc: Byrne, Preston <PBbyrne@brownrudnick.com>; Samuel Whitley <swhitley@whitley-llp.com>
Subject: Epik/Adkisson

David,

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

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

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

Preston J. Byrne

Partner
Brown Rudnick LLP
601 Thirteenth St NW, Suite 600
Washington, D.C. 20005
T: 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.

Best,

Eric

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<p>Eric J. Geppert Managing Director Corporate & Transactions Exemplar Law, LLC</p> <p>Washington DC</p> <p>C: 1.202.251.9769</p> <p>egeppert@exemplarlaw.com</p>	<p style="text-align: center;">EXEMPLAR LAW STRATEGY TAX CAPITAL</p> <p style="text-align: center;"><i>"The ends exemplify the means."</i></p> <p style="text-align: center;">www.exemplarcompanies.com</p> <p style="text-align: center;">Offices:</p> <p style="text-align: center;">Boston - NYC - Chicago - Tampa Detroit - Denver - Delray Beach Silicon Valley - Los Angeles - Phoenix</p>
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Exhibit D

Marcelo, Christian W. (SEA)

From: Rob Monster - MVP <rob@monsterventurepartners.com>
Sent: Tuesday, January 31, 2023 8:27 PM
To: Perez, David A. (SEA); Matt Adkisson
Subject: Followup on balance owed from Epik Holdings Inc

Hello David and Matt,

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

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 would be settled.

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

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

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

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

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

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 past and present.

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

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

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

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

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.

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 \$307,000, I am committed to covering this personally, and doing so asap.

If a direct arrangement of settlement is acceptable, I will work with you on the required documentation, and related 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 Chairman in September 2022, I had not the foggiest idea that we would find ourselves in a crisis of this magnitude just a few months later!

I am happy to discuss live as needed.

Regards,
Rob Monster

Exhibit E

From: [Francisco Pratus](#)
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.

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

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

The facts are as follows:

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

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

Kind regards,

Francisco Pretus
Bufete G.Pretus
Mallorca 272-276 5º 8ª
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: [Perez, David A. \(SEA\)](#)
To: [Neil Bostick](#)
Cc: [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

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: DPerez@perkinscoie.com
<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,

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

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

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

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

Thank you,

Neil P. Bostick

Founder | QEIP LLC

neil@qeip.com | +1 (646) 797-3158 | NPB.com

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Exhibit G

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File Name
https://www.criticalpath.net/technology/epk/e-exploitation-brian-royce-m-May-31-23-14-13-23-GMT-0700-PTJ1_7.jpg

Hash (SHA256)
e4398049e3828502caad767007e47b9a3803b996672c713ab475e385

Signature (PKCS#1v15)
643a2202c579022697fae085827225a1b16c7094d8d728827650798805a58bccc9a00357654f00e449a22d4329d8a7a22ca9c443780205813c26323a97462ac678eaa3a743e648e695c3985a8b460a4216a71b2c2e6958f437978e0f249f10ca4c3285c0a249a4034407132091c852caaa267e4e4605c3a0c607a76986810c7863058a9f9a4f534587a3a23aa58a8aa935a2c960556cc755969a468929b7aa31356345c3c094aa228245645a5497a8905a2957a4a4655

URL
https://www.criticalpath.net/technology/epk/e-exploitation-brian-royce-makes-offer-to-shut-50000-of-a-critsem-suits-000000/

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

Exhibit H

Useful 1 Share

jakiya sultana
1 review BD

★☆☆☆☆ Apr 29, 2023

Horrible experience with EPIK

Horrible experience with EPIK and customer support. They are taking me more than 3 weeks to renew domains and customer service is very poooooor. If you have any domains in Epik I suggest you transfer to another register.

Date of experience: April 29, 2023

Useful 2 Share

D. Smp
1 review SE

★☆☆☆☆ Apr 28, 2023

Terrible Experience at Epik - Beware!

I had an awful experience with this store. They charged me without successfully registering the domain I requested. When I reached out to them, they told me they needed to "investigate" the issue. After waiting a week with no resolution, I decided to register my desired domain through a different provider.

It took another week for the store to respond to my refund request. When they finally processed the "refund," they only provided me with in-store credit instead of returning the money to my original payment method.

This store has clearly deteriorated from its former quality. I am extremely disappointed with their service.

Date of experience: April 28, 2023

Useful 3 Share

Advertisement

File Name
https://www.outplot.com/review/epik.com-sprt-recency-May-31-23-16-08-31-GMT-0700-PC11_8.jpg

Hash (SHA256)
b2f7102787700b32c4fab4e63e8b8a1f4e5d3784c844628c6f43c594b

Signature (PKCS#1v1.5)
018f770c94c2d6cc9f946c8c4e8b1c1d4d63d07f0966822c3c3a2133c38370a8f4e2c33a88394071c27d716886e4f
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cb4e692d4e

URL
https://www.outplot.com/review/epik.com-sprt-recency

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

Exhibit I

now he does not work in Epik anymore.
 3. I have called Epik Support but now there are only robots answering my calls.

In December, when it was still possible to reach them by call, the Support advised me to withdraw my money by selling domains on Marketplace with losing 9% commission, to another person, so that person will have the possibility to withdraw money by Masterbuck's wallet. I tried to do this with a friend of mine, but after they blocked our accounts.

Epik is the worst and unprofessional company I have ever worked with. They received my money, did not give me any opportunity to withdraw it, gave advice and tips and then blocked my account.

Date of experience: February 28, 2023

Useful 3 Share

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Advertisement

John
 3 reviews US

★☆☆☆ Mar 4, 2023

30 days after we sold a Domain Name via...

30 days after we sold a Domain Name via Epik.com they still have not sent us our money. Still giving us the run around game. The escrow money was not for Epik.com to hold and use. We will take legal actions to protect ourselves and others against this abuse of the escrow business model. They have not paid us and continue to screw others in the same way. Seems to be a Ponzi scheme our kicking the can down the road BS. We may seek a Class Action as well. Contact us if you are a victim of Epik.com as well. If you are an employee of Epik and are a part of this scam, you are part of a crime and will be held accountable.

Date of experience: March 04, 2023

Useful 2 Share

Read 1 more review about Epik.com

File Name
https://www.trustpilot.com/review/epik.com?page=2&sort=recency-May-31-23-16:09:05-GMT-0700-IP0T1_5.jpg

Hash (SHA256)
e74c26d9840472923856e5d87346db653beca957e193e220442c6a22e

Signature (PKCS#1v15)
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ca195a0a9a

URL
https://www.trustpilot.com/review/epik.com?page=2&sort=recency

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

Exhibit J

Marcelo, Christian W. (SEA)

From: Brian Royce <b.royce@epik.com>
Sent: Tuesday, April 11, 2023 10:30 AM
To: Marcelo, Christian W. (SEA); Andrew R. Escobar <aescobar@seyfarth.com>;
rob@monstervernturepartners.com
Cc: 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@monstervernturepartners.com <rob@monstervernturepartners.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,

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

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

Best,

Christian

Christian Marcelo | Perkins Coie LLP

COUNSEL
1201 Third Avenue Suite 4900
Seattle, WA 98101-3099
D. +1.206.359.3315
F. +1.206.359.4315
E: CMarcelo@perkinscoie.com

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Exhibit K

Marcelo, Christian W. (SEA)

From: Escobar, Andrew R. <aescobar@seyfarth.com>
Sent: Monday, May 15, 2023 11:22 AM
To: Perez, David A. (SEA); Marcelo, Christian W. (SEA); Rob Monster - MVP
Cc: Harkness, Brooke (SEA); Hulteng, Meryl A.; Kelley, Jason; Hyatt, Heath (SEA)
Subject: RE: Epik/Adkisson - Notice of intent to seek TRO

David,

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

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@monsterventurpartners.com>
Cc: Harkness, Brooke (SEA) <BHarkness@perkinscoie.com>; Hulteng, Meryl A. <mhulteng@seyfarth.com>; Kelley, Jason <JKelley@seyfarth.com>; Hyatt, Heath (SEA) <HHyatt@perkinscoie.com>
Subject: Epik/Adkisson - Notice of intent to seek TRO

Andrew, Rob,

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

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

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

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

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

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 are provided binding and written assurances from the purchaser that our client will be made whole as part of the transaction.

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

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

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: DPerez@perkinscoie.com
<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) <CMarcelo@perkinscoie.com>
Cc: Perez, David A. (SEA) <DPerez@perkinscoie.com>; Harkness, Brooke (SEA) <BHarkness@perkinscoie.com>; Hulteng, Meryl A. <mhulteng@seyfarth.com>; Kelley, Jason <JKelley@seyfarth.com>
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
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
[[https://urldefense.com/v3/https://www.seyfarth.com/dir_docs/publications/Seyfarth_Logo_Signature.png;!K_R5ZAeIjLw!BixIDGF03dq-Ux-DK-tirtX3Mqyv63JkzBjsFRSyoYeffTGPjp68hoF8W7owIGSiyBt4V6IU5sJ2cEj-VAqou\\$](https://urldefense.com/v3/https://www.seyfarth.com/dir_docs/publications/Seyfarth_Logo_Signature.png;!K_R5ZAeIjLw!BixIDGF03dq-Ux-DK-tirtX3Mqyv63JkzBjsFRSyoYeffTGPjp68hoF8W7owIGSiyBt4V6IU5sJ2cEj-VAqou$)]

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

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

Andrew,

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

- * cmarcelo@perkinscoie.com
- * dperez@perkinscoie.com
- * 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) <DPerez@perkinscoie.com>; Marcelo, Christian W. (SEA) <CMarcelo@perkinscoie.com>
Subject: RE: Epik/Adkisson

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

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

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>> | <http://www.seyfarth.com> :!K R5ZAeIjLw!BixiD GF03dq-Ux-DK-
[https://www.seyfarth.com/dir_docs/publications/Seyfarth_Logo_Signature.png;!K_R5ZAeIjLw!BixiDGF03dq-Ux-DK-tirtX3Mqvv63JkzBjsFRSyOYeFTGPjp68hoF8W7owIGSiyBt4V6IUsJ2cEj-VAqou\\$](https://www.seyfarth.com/dir_docs/publications/Seyfarth_Logo_Signature.png;!K_R5ZAeIjLw!BixiDGF03dq-Ux-DK-tirtX3Mqvv63JkzBjsFRSyOYeFTGPjp68hoF8W7owIGSiyBt4V6IUsJ2cEj-VAqou$)]

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From: Perez, David A. (SEA) <DPerez@perkinscoie.com><<mailto:DPerez@perkinscoie.com>>
Sent: Tuesday, May 9, 2023 9:49 AM
To: Marcelo, Christian W. (SEA) <CMarcelo@perkinscoie.com>; Escobar, Andrew R. <aescobar@seyfarth.com>
Subject: RE: Epik/Adkisson

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

Andrew,

Following up here. We need to schedule this call.

David

-----Original Message-----

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

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

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

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

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. <aescobar@sevfarth.com<<mailto:aescobar@sevfarth.com>>>

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

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

Cc: Marcelo, Christian W. (SEA)

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

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>> |

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[https://urldefense.com/v3/https://www.seyfarth.com/dir_docs/publications/Seyfarth_Logo_Signature.png :!K R5ZAeIjLw!CBbAnxKfrJojXuG2yMW72-

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On May 6, 2023, at 7:26 AM, Perez, David A. (SEA)

<DPerez@perkinscoie.com<<mailto:DPerez@perkinscoie.com>>> wrote:

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

Andrew,

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

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

e: 206.618.4293

e:

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

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sff&s=YIK4gEapNWTNp9tErmAAaWAvz8dVyLPrIs7MBq3V7Xs&e=%3e

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Exhibit I

Marcelo, Christian W. (SEA)

From: Rob Monster <rob@epik.holdings>
Sent: Tuesday, May 30, 2023 4:10 PM
To: Marcelo, Christian W. (SEA); Perez, David A. (SEA)
Cc: Hyatt, Heath (SEA)
Subject: RE: Checking in - Settlement vs Class Action topic
Attachments: image001.png@011D99310.C1B22E20

David,

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

Rob

DETAIL

Epik LLC

This detail reflects the current data for the filing

Name

Epik LLC

Filing ID

2023-001275644

Type

Limited Liability Company - Domestic

Standing - Tax 

Good

Standing - RA

Good

Standing - Other

Good



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 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 action.

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!

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 for the original meeting with Jamin McCallum.

Thanks

Rob

The logo for Epik Holdings Inc, featuring the word "epik" in a lowercase, bold, sans-serif font.

Rob Monster | Founder and Chairman

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On May 30, 2023 at 11:27:39 AM, Perez, David A. (SEA) (dperez@perkinscoie.com) wrote:

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

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

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

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e: DPerez@perkinscoie.com

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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) <CMarcelo@perkinscoie.com>

Subject: Checking in - Settlement vs Class Action topic

Gents,

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

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

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.

FYI, the buyer is telling me that "Matt Adkisson and Perkins really hate Rob". That seems 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.

You have already identified JJE as the 2021 investor that became a debt holder in Feb 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.

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 blessing.

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 Shooor" 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.

I have reason to believe that the next phase of the conspiracy to remove me from the 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.

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.

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 holders, and your client, with zero. I refused to step down but made a good faith payment to your client.

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 defunct DynCorp International](#), a large military contractor with a (lethal) history.

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

Along the way, Wikipedia has methodically chronicled a narrative that is completely one-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.

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

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

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 playing field and me defamed. Dynadot is poised to make [some kind of announcement on May 31](#).

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 destroy my reputation in the process.

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

Also, for awareness, Epik had another buyer lined up last week. Olivier Janssens, a deep 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.

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

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

Last night I reached out to Dan Keen, CEO of NWRA, to clarify the role which he 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.

The whole process seems extremely staged and orchestrated. At this time, I don't believe 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 people who I believe have been orchestrating Epik's destruction and my defamation do have very significant resources. I also believe they collectively have a vested interest in none of this coming to light. This is the main reason why I did not reply to your client's complaint.

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

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

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

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 through April 4 and maintained a heightened degree of privacy. I am in excellent health and not suicidal.

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

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

At the end of the day, I am willing to let Epik and Terrahost go. The Masterbuds people 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.

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

Thanks

Rob

The logo for Epik Holdings Inc. features the word "epik" in a lowercase, bold, sans-serif font. The letters are black, and the "i" has a dot. The logo is positioned to the left of a vertical orange line.

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

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.

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 M

From: [Rob Monster](#)
To: [Perez, David A. \(SEA\)](#); [Marcelo, Christian W. \(SEA\)](#)
Subject: FW: Transaction Documents
Date: Tuesday, May 30, 2023 12:41:18 PM
Attachments: [26D8FE08-3EB8-499C-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 for Matt.

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:

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

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

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

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

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

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

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

Thanks
Rob



Rob Monster | Founder and Chairman

Epik Holdings Inc.

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Skype: robertmonster | Twitter: robmonster

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

Bryce

Exhibit N

From: [Escobar, Andrew R.](#)
To: [Perez, David A. \(SEA\)](#)
Cc: [Marcelo, Christian W. \(SEA\)](#); [Hwatt, Heath \(SEA\)](#); "legal@registeredagentsinc.com"
Subject: RE: Epik/Adkisson - Notice of intent to seek TRO
Date: 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: High

Hi David,

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

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

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

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

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

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
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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,

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

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

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

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

Fifth, given that Adkisson has exercised his “veto” we expect you to represent to 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

to expedited discovery.

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

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

David

David A. Perez | Perkins Coie LLP

Partner

Firmwide Chair of Business Litigation

Co-Chair Real Estate Litigation

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

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

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

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

David,

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

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

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

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

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

Best regards,

Andrew

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From: Perez, David A. (SEA) <DPerez@perkinscoie.com>
Sent: Tuesday, May 30, 2023 3:52 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

Andrew,

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

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

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

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

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

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

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

David

David A. Perez | Perkins Coie LLP

Partner

Firmwide Chair of Business Litigation

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From: Perez, David A. (SEA)

Sent: Tuesday, May 30, 2023 11:29 AM

To: Escobar, Andrew R. <aescobar@seyfath.com>
Cc: Marcelo, Christian W. (SEA) <CMarcelo@perkinscoie.com>
Subject: RE: Epik/Adkisson - Notice of intent to seek TRO

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

David

David A. Perez | Perkins Coie LLP

Partner

**Firmwide Chair of Business Litigation
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From: Escobar, Andrew R. <aescobar@seyfath.com>
Sent: Tuesday, May 30, 2023 11:25 AM
To: Perez, David A. (SEA) <DPerez@perkinscoie.com>
Cc: Marcelo, Christian W. (SEA) <CMarcelo@perkinscoie.com>
Subject: RE: Epik/Adkisson - Notice of intent to seek TRO

Hi David,

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

Best regards,

Andrew

Andrew R. Escobar | Partner | Seyfath Shaw LLP
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From: Perez, David A. (SEA) <DPerez@perkinscoie.com>
Sent: Monday, May 29, 2023 1:07 PM
To: Escobar, Andrew R. <aescobar@sevfarth.com>
Cc: Marcelo, Christian W. (SEA) <CMarcelo@perkinscoie.com>
Subject: RE: Epik/Adkisson - Notice of Intent to seek TRO

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

David

David A. Perez | Perkins Coie LLP
Partner
Firmwide Chair of Business Litigation
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From: Perez, David A. (SEA) <DPerez@perkinscoie.com>
Sent: Sunday, May 28, 2023 2:38 PM
To: Escobar, Andrew R. <aescobar@sevfarth.com>
Cc: Marcelo, Christian W. (SEA) <CMarcelo@perkinscoie.com>
Subject: Re: Epik/Adkisson - Notice of Intent to seek TRO

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

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

David Perez
Partner
Perkins Coie

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

[REDACTED]

[REDACTED]

[REDACTED]



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: Escobar, Andrew R. <aescobar@seyfarth.com>
Sent: Friday, May 26, 2023 8:59 AM
To: Perez, David A. (SEA) <DPerez@perkinscoie.com>
Cc: Marcelo, Christian W. (SEA) <CMarcelo@perkinscoie.com>; Harkness, Brooke (SEA) <BHarkness@perkinscoie.com>; Hulteng, Meryl A. <mhulteng@seyfarth.com>; Kelley, Jason <JKelley@seyfarth.com>; Hyatt, Heath (SEA) <HHyatt@perkinscoie.com>
Subject: RE: Epik/Adkisson - Notice of Intent to seek TRO

David and Christian,

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

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

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

Thank you.

Andrew

From: Escobar, Andrew R.

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

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

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

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

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

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

David,

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

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

Best regards,

Andrew

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

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

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

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

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

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

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

Andrew,

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

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

David

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

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e: DPerez@perkinscoie.com

<http://www.perkinscoie.com/dperez/> [[perkinscoie.com](mailto:DPerez@perkinscoie.com)]

From: Perez, David A. (SEA)

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

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

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

<rob@monsterventurepartners.com>; Harkness, Brooke (SEA) <Bharkness@perkinscoie.com>;

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

(SEA) <HHyatt@perkinscoie.com>

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

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

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 amount.

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

David

David Perez

Partner, Perkins Coie

206.359.6767

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

David,

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

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

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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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>

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

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

<HHyatt@perkinscoie.com>

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

Andrew, Rob,

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

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

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

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

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 are provided binding and written assurances from the purchaser that our client will be made whole as part of the transaction.

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

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

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

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Seattle, WA 98101-3099

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e: DPerez@perkinscoie.com

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

-----Original Message-----

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

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

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

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

<BHarkness@perkinscoie.com>; Hulteng, Meryl A. <mhulteng@seyfarth.com>; Kelley, Jason <JKKelley@seyfarth.com>
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 aescobar@seyfarth.com | www.seyfarth.com

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

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

Andrew,

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

- * cmarcelo@perkinscoie.com<<mailto:cmarcelo@perkinscoie.com>>
- * dperez@perkinscoie.com<<mailto:dperez@perkinscoie.com>>

* HHyatt@perkinscoie.com
* 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) <DPerez@perkinscoie.com>; Marcelo, Christian W. (SEA) <CMarcelo@perkinscoie.com>
Subject: RE: Epik/Adkisson

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

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

Andrew R. Escobar | Partner | Seyfarth Shaw LLP
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Direct: +1-206-946-4968 | Mobile: +1-206-419-0239
aescobar@seyfarth.com | <http://www.seyfarth.com>
www.seyfarth.com <<https://urldefense.com/v3/http://www.seyfarth.com> :!1K R5ZAEjLw!BixiDGF03dq-Ux-DK-ZAeJLw!BixiDGF03dq-Ux-DK-tirtX3Mqvv63JkzBisFRSSyOYeffTGPIjp68hoF8W7owIGSiyBt4V6IUsJ2cEnAJh20h\$ [seyfarth.com%3chttps] >
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From: Perez, David A. (SEA)
<DPerez@perkinscoie.com>
Sent: Tuesday, May 9, 2023 9:49 AM
To: Marcelo, Christian W. (SEA)
<CMarcelo@perkinscoie.com>; Escobar,

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

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

Andrew,

Following up here. We need to schedule this call.

David

-----Original Message-----

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

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

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

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

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

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

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

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

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> |
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rth_Logo_Signature.png](https://urldefense.com/v3/https://www.seyfarth.com/dir_docs/publications/Seyfa
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On May 6, 2023, at 7:26 AM, Perez, David A. (SEA)
<DPerez@perkinscoie.com<<mailto:DPerez@perkinscoie.com>>> wrote:

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

Andrew,

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

David

David A. Perez | Perkins Coie LLP
Partner

Firmwide Chair of Business Litigation
Co-Chair Real Estate Litigation

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p: 206.359.6767

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e:

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

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[3A www.perkinscoie.com](http://www.perkinscoie.com) [dperez](http://www.perkinscoie.com) [d=DwMfAg&c=fMwtGtbwbi-](http://www.perkinscoie.com)
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sff&s=YIK4gEapNWTNp9tEtmAAaWAvz8dVvLPrIs7MBq3V7Xs&e=%3e

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Exhibit O

ASSET PURCHASE AGREEMENT

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

BACKGROUND

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

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

AGREEMENT

I. Purchase and Sale.

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

- i. any assets, properties, or rights of Seller not used or useful in the operation of the Business including but not limited to those specifically identified on Exhibit B;
- ii. the corporate seals, organizational documents, minute books, stock books, Tax returns, books of account or other records having to do with the corporate organization of Seller;
- iii. all retirement plans, employee incentive program, paid time-off, medical, dental, vision, or similar agreement, plan, policy, or program, whether or not reduced to writing, including each “employee benefit plan” within the meaning of Section 3(3) of ERISA (each, a “Benefit Plan”) of Seller; and
- iv. the rights that accrue to Seller under this Agreement.

2. Purchase Price.

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

v. At Closing, the Buyer will cause that \$380,662 USD will be transferred to a designated escrow account (“Escrow Account”). Subject to Section 10 herein, the Escrow Account shall be used for the express purpose of Seller’s satisfaction of operating debts and liabilities not assumed by Buyer, which shall include but are not limited to: creditors associated with Excluded Assets in Exhibit B attached hereto, advisors, lawyers, undisclosed and or unknown liabilities, and claims that require settlement post-Closing; and

vi. The Purchase Price will be reduced by the amount of no more than \$600,000 USD for Buyer’s assumption of the Assumed Liabilities (defined below) subject to Section 3(a) of this Agreement and be deemed to be a reduction of the Purchase Price and be treated accordingly from accounting and tax purposes.

3. Liabilities.

a. Buyer DOES NOT AND WILL NOT assume, and expressly disclaims any assumption of indebtedness, liabilities, or obligations of any kind, whether known or unknown, contingent, matured, or otherwise, whether currently existing or hereafter arising, of the Business, the Assets, or Seller.

b. Assumed Liabilities. Buyer shall assume debts owed to in-store creditors that have provided all documentation and other information required by any Governmental Authority under applicable “know-your-customer” and anti-money laundering rules and regulations, including the Patriot Act (the “Assumed Liabilities”).

c. Excluded Liabilities. The Excluded Liabilities shall include, without limitation, any and all Liabilities of Seller for (i) Taxes that were or are imposed on Seller in its capacity as owner of the Acquired Assets for any taxable period ending on or prior to the Closing Date; (ii) any Taxes that will arise as a result of the sale of the Acquired Assets pursuant to this Agreement, (iii) any employment Taxes paid or to be paid by Seller for any reason whatsoever, or (iv) any deferred Taxes of any nature.

4. Closing.

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

- a. **Obligations Precedent.** The obligations of Parties under this Agreement to proceed with the Closing shall be subject to the satisfaction by each Party and as the case may be, on or prior to the Closing Date of each of the following obligations precedent:
 - i. Accuracy of Representations and Warranties. The representations and warranties set forth herein for each Party shall be true and correct on and as of the Closing with the same force and effect as though made on and as of that date.
 - ii. Performance and Compliance. Each Party shall have performed or complied in all material respects with each covenant and agreement to be performed or complied with by such Party under this Agreement on or prior to the Closing.
 - iii. Consents and Approvals. Each Party shall have obtained or made each consent, authorization, approval, exemption, filing, registration, or qualification, required to be obtained or made by it in connection with the execution, delivery, and performance of this Agreement and the consummation of the transactions contemplated by this Agreement.
- b. **Seller's Closing Deliverables.** At the Closing, Seller shall deliver to Buyer all of the following:
 - i. A counterpart to this Agreement, duly executed by signatories of Seller, Brian Royce on behalf of Epik Holdings, Inc, its subsidiaries and affiliates and Majority Shareholder, Rob Monster; and
 - ii. Fully executed Debt Settlement Agreements between Seller, Buyer and TVT 2.0, LLC and Seller, Buyer and Epik Northstar, LLC and Seller, Buyer and Matthew Adkisson attached collectively as Exhibit D; and
- c. **Buyer's Closing Deliverables.** At the Closing, Buyer shall deliver to Seller all of the following:
 - i. A counterpart to this Agreement, duly executed by Buyer; and
 - ii. Such other customary instruments of transfer, filings or documents, in form and substance reasonably satisfactory to Seller, as may be required to give effect to this Agreement.
- c. **Post Closing Deliverables.**
 - i. Within 7 days of the Closing, Buyer and Seller will work in good faith to submit the Assignment and Assumption Agreement to ICANN to effectuate the transfer of ICANN accreditation from Seller to Buyer subject to 5(b) below.

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

5. Completion of Transfer.

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

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

6. Seller's Representations and Warranties.

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

- a. **Authority.** Seller has the full right and authority to sell the Assets. Seller has full power and authority to enter into this Agreement and the documents to be delivered hereunder, to carry out its obligations hereunder and to consummate the transactions contemplated hereby. The execution, delivery, and performance by Seller of this Agreement and the documents to be delivered hereunder and the consummation of the transactions contemplated hereby have been duly authorized by all requisite corporate action on the part of Seller.

- b. **Assets.** All Assets will be transferred free and clear of any Encumbrance. The Assets are sufficient for the continued conduct of the Business after the Closing in substantially the same manner as conducted before the Closing and constitute all of the rights, property, and tangible and intangible assets necessary to conduct the Business as currently conducted.

- c. **No Conflict.** Seller is a corporation or limited liability company duly organized, validly existing, and in good standing under the Laws of the jurisdiction of its incorporation or formation. The signing of this Agreement will not violate (i) Seller's operating agreement, by-laws or articles of incorporation, (ii) violate or conflict with any Law; (iii) conflict with, or result in (with or without notice or lapse of time or both) any violation of, or default under, or give rise to a right of termination, acceleration, or modification under any contract that is part of the Assets and Assumed Liabilities ("Purchased Contracts"); or (iv) result in any Encumbrance on the Assets.

- d. **Disclosure.** Seller, to its knowledge, has disclosed to Buyer all material information that could reasonably be expected to have an adverse effect on Buyer's assumption, ownership, or use of the Assets. This includes: litigation, arbitration, default, court or government order, and violation of environmental safety or health law.

- e. **Intellectual Property.** "Intellectual Property" means and includes (i) patents, applications for patents (including divisions, provisionals, continuations, continuations in-part and renewal applications), and any renewals, extensions or reissues thereof, in any jurisdiction; (ii) inventions, discoveries and ideas, whether patentable or not in any jurisdiction; (iii) trademarks, service marks, brand names, certification marks, trade dress, assumed names, domain names, trade names and

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

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

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

- f. **Contracts.** All Purchased Contracts are in full force and effect, subject to obtaining third party consents as may be required.
- g. **Taxes.** There are no reasonable grounds for the assertion or assessment of any additional Taxes against the Seller, the Business, or the Assets. "Taxes" includes all federal, state, local, and other taxes, fees, assessments or charges of any kind whatsoever, together with any interest, additions or penalties with respect thereto and any interest in respect of such additions or penalties.
- h. **Legal Proceeding.** There are no Actions of any nature pending or threatened against or by Seller other than the Assumed Liabilities (i) relating to or affecting Seller, the Business, or the Assets; or (ii) that challenges or seeks to prevent, enjoin or otherwise delay the transactions contemplated by this Agreement except for those Actions listed in Exhibit F and attached hereto.
- i. **Customers.** Seller has not received any notice, and has no reason to believe, that any of the current customers who have ordered services from Seller intends to cease after the Closing, to use the services of the Business or to otherwise terminate or materially reduce its relationship with the Business.
- j. **Compliance with Law.** To Seller's Knowledge, and subject to all violations and potential violations disclosed to Buyer during due diligence preceding the date of this Agreement, Seller has complied with, and maintained the Assets in compliance with, all applicable international, federal, state and local laws, rules, regulations, orders, rulings or similar requirements applicable to ownership and use of the Assets (collectively, "Laws").
- k. 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 OR ITS DIRECTORS, MANAGERS, OFFICERS, EMPLOYEES, AGENTS, OR REPRESENTATIVES, OR MAJORITY STOCKHOLDER, SHALL BE LIABLE FOR OR BOUND IN ANY MANNER BY, ANY EXPRESS OR IMPLIED REPRESENTATIONS, WARRANTIES, GUARANTIES, PROMISES, OR STATEMENTS PERTAINING TO SELLER, MAJORITY STOCKHOLDER, THE ACQUIRED ASSETS, OR THE ASSUMED LIABILITIES, EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT.

7. **Majority Stockholder.**

ASSET PURCHASE AGREEMENT

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

- i. He has the capacity to execute, deliver, and perform this Agreement and the 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 effect.
- ii. His execution, delivery, and performance of this Agreement and the other agreements to which he is a party as contemplated hereby will not violate any requirement of Law or contractual obligation binding on him.
- iii. He has not declared, nor does he intend to, declare bankruptcy or the like.
- iv. He fully understands the terms of this Agreement and the other agreements to which he is a party as contemplated hereby and the consequences of the execution and delivery hereof and thereof, has been afforded an opportunity to confidentially discuss it with his attorney, and has entered into this Agreement and the other agreements to which he is a party as contemplated hereby of his own free will and accord and without threat, duress, or other coercion of any kind by any Person.

8. Buyer's Representations and Warranties.

Buyer hereby represents and warrants that:

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

9. Buyer's Closing Conditions.

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

5(c), and (c) Buyer is satisfied, in its sole discretion, with the results of its due diligence review of the Assets.

- b. If the Conditions Precedent are not timely met, Buyer may immediately terminate this Agreement without any further liability or obligation, including payment of any sums due to Seller.

10. Liability of Non-Acquired Assets.

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

11. Restrictive Covenants.

- a. Purpose. Seller and Majority shareholder each acknowledge that Buyer is purchasing the Assets with the expectation of continuing the Business and continuing the services to the Business's existing and expected future customers and clients. Seller and Majority Stockholder each further acknowledges that Buyer has a legitimate business interests in preserving and protecting Buyer's (i) Confidential Information; (ii) goodwill, intellectual property, business plans, proprietary business processes, and proprietary methods of operation, vendors and vendor contacts, financial and marketing information, and Trade Secrets (as defined in the Uniform Trade Secrets Act); (iii) customers, customer lists, customer contacts, and referral sources; and (iv) relationships with its customers, client, and employees (collectively, the "Legitimate Business Interests"). Seller and Majority Stockholder each agrees that Buyer is entitled to a period of time to benefit from the purchase and that Seller should be restricted from competing with the Business or benefiting from the Confidential Information and goodwill obtained when Buyer purchased the Business.

- b. Confidentiality. Buyer and Seller party to that certain Confidentiality Agreement, dated December 21, 2022 ("NDA") under which the parties are required to keep confidential any information they receive in connection with the transactions contemplated by this Agreement. Seller and Majority Stockholder each acknowledges that from and after the Closing, they will keep all information

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

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

12. Indemnification.

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

13. Termination.

- a. This Agreement may be terminated at any time prior to the Closing:
 - i. by mutual written agreement of the Parties;
 - ii. by Buyer (A) if there has been a material misrepresentation by Seller or Majority Stockholder under this Agreement or a material breach by Seller or Majority Stockholder of any of its warranties or covenants set forth in this Agreement or (B) if any of the conditions specified in Section 4 shall not have been fulfilled within the time required and shall not have been waived by Buyer or (C) at any time, for any reason or no reason by Buyer;
 - iii. 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 covenants set forth in this Agreement or (B) if any of the conditions specified in Section 4 shall not have been fulfilled within the time required and shall not have been waived by Seller; or
 - iv. by Buyer or Seller if the Closing shall not have occurred prior to June 2, 2023.
- b. 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 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 terms, including the provisions under this Section 13.

14. Miscellaneous.

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

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

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

- o. Interpretation. For purposes of this Agreement, (a) the words “include,” “includes,” 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 be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted.

[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


JM Spear, COO

Address: 784 S. CLEARWATER LOOP BOZEMAN, ID 83854
Email: JM@REGISTEREDAGENTS/INC.COM

State of ID

County of Kootenai

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

Richard Myers a notary public, personally appeared JM 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.

Richard Myers
Notary Public

My Commission Expires on 10-25-27



SELLER:

Epik Holdings, Inc.,

a Washington corporation

Brian Royce
Brian Royce, CEO

Address: 3100 Timmons Ln Suite 315 Houston TX
Email: b.royce@epik.com 770927

State of TX

County of USA

On this 30th day of May, in the year of 2023, before me, Liza Bazargan
a notary public, personally appeared Brian Royce (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.

Liza Bazargan
Notary Public

My Commission Expires on June 21, 2025



SELLER:

Epik Holdings Inc

a Washington corporation



Rob Monster, Majority Shareholder

Address: 3932 234th NE SE Sammamish WA

Email: ROB@MONSTERVENTURE.COM

State of WA

County of King

On this 31st day of May, in the year of 2023, before me, A. Andrew Tsai, a notary public, personally appeared Rob Monster (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 09/22/2024.



SELLER:

Epik Inc

a Washington corporation

Brian Royce
Brian Royce, CEO

Address: 3100 Timonium Ln 3K Houston TX 77027

Email: b.royce@epik.com

State of TX

County of USA

On this 30th day of May, in the year of 2023, before me, Liza Bazarган a notary public, personally appeared Brian Royce (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.

Liza Bazarган



SELLER:

Terra Host AS

a Norwegian limited liability company

Andreas Haakonsen

Andreas Haakonsen, CEO/President

Address: Bueråsen 19, 3241 Sandefjord, Norway

Email: andreas@terrahost.com

State of N/A)

County of NO)

EXHIBIT A
Assets

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

1. Epik Holdings Inc with all associated software, hardware and other assets.
2. Terrahost AS with all associated software, hardware and other assets including but limited: Attachment "A".
3. Epik Core Domains:
 - a. epik.com
 - b. epik.co
 - c. epik.care
 - d. epik.club
 - e. epik.domains
 - f. epik.email
 - g. epik.gr
 - h. epik.in
 - 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
 - c. epikapps.com
 - d. epikdirectory.com
 - e. epikdomains.com
 - f. epikescrow.com
 - g. epikinc.com
 - h. epikmerch.com
 - i. epikstores.com
 - j. epiksucks.com
 - k. epikwebhosting.com
 - l. epikwiki.com
 - m. nameliquidate.com
 - n. terrahost.com
 - o. terrahost.no
 - p. dedicatedserverwebhosting.com
 - q. domains-service.com

- r. nameliquide.com
 - s. reg617.com
 - t. trustratings.com
 - u. trustratings.org
5. Epik Redirect – Domain forwarding service for domains.
 6. 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.
 8. Epik KYC – KYC (Know Your Client) microservice for identification and verification of customer’s identity using veriff.com.
 9. Epik ID Keycloak SSO – Keycloak is an open-source software product to allow sign sign-on 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.
 12. Epik CMS – content management system (CMS) based on PHP programming language and Laravel web application framework. Used for marketing pages associated with Epik Core Domains, WHOIS, marketplaces entry pages, etc.
 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 website.
 15. 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>
 - b. Confluence: <https://www.atlassian.com/software/confluence>
 - c. Bitbucket: <https://bitbucket.org/product>
 - d. Gitlab: <https://about.gitlab.com/>
 - e. Mailchimp: <https://mailchimp.com/>
 - f. Zendesk: <https://www.zendesk.com/>
 - g. 1Password: <https://1password.com/>
 - h. Microsoft 365 <https://office365.com/>
 - i. Hetzner: <https://hetzner.com/>
 - j. Cloudflare: <https://www.cloudflare.com/>
 - k. AWS: aws.amazon.com

1. Artifact HUB: <https://artifacthub.io>
m. Lighthouse: lighthouse.com
16. Any and all accounts receivable and customer lists.
17. Any and all website content and all related electronics and hard copy files 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@](mailto:support@epik.com), [info@](mailto:info@epik.com), 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.

EXHIBIT B
Excluded Assets

1. Masterbucks LLC, Masterbucks.com (<http://Masterbucks.com>).
2. 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.cohhttps://identity.digital/our-story/](https://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	
Afilias(ID)	\$79,831.14
Afilias (Pir.org)	\$2,041.12
BKPR	\$6,000.00
Cira.ca	\$1,000.00
CentralNic	\$89,801.27
Channelisles	\$310.00
Credit Cards (Chase)	\$196,462.03
Datasaes	\$250,000.00
ICANN	\$47,064.10
Identity Digital Inc	\$382,730.40
AHT Insurance	\$38,537.63
Global Domain International (.WS)	\$680.00
Global Registry Services LTD	\$457.86
GoDaddy	\$49,297.50
GoDaddy (.CO)	\$21,742.00
Godady (AUD)	\$50.00
Google	\$575.80
Formuefabrikken AS (ip4)	\$150,000.00
Light Edge	\$98,320.00
Nic Chile	\$179.00
One Registry	\$1,345.00
trpProxy	\$6,444.58
Sedo	\$53,061.63
ST Registry	\$2,319.90
Tucows	\$32,611.00
VeriSign	\$70,063.00
Veriff	\$20,763.40
Zendesk	\$16,349.85
Total	\$ 1,618,037.35

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