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Memorandum of Agreement

Revised January 2023

This Memorandum of Agreement (MOA) is entered into by and between the Commonwealth of Kentucky, the Kentucky Opioid Abatement Advisory Commission (the **GRANTOR**) by and through the Kentucky Office of the Attorney General (OAG) and Stable Recovery (the **GRANTEE**) to establish an agreement for the **GRANTEE** to utilize opioid settlement funds. The initial MOA is effective from JANUARY 15, 2024, through JUNE 30, 2024.

Scope of GRANT AGREEMENT:

The **GRANTEE** shall utilize funds over a 12-month grant period to establish a new project for individuals with opioid use disorder (OUD) or any co-occurring substance use disorder (SUD) or mental health issues to successfully transition from OUD or SUD through employment training and a robust recovery program.

The scope of this **GRANT AGREEMENT** shall be governed by all statutory and regulatory requirements of KRS 15.291, KRS 15.293, KRS 15.295, KRS 17.160 and 40 KAR 9:010. The **GRANTOR** may deem any non-compliance from a **GRANTEE** as grounds to cancel the contract and recover any remaining unexpended funds and un-authorized expenditures.

1. The **GRANTEE's** Grant Application is incorporated into this agreement in whole. In the case of any conflict between the language of this **GRANT AGREEMENT** and the language of the Grant Application, the language of this **GRANT AGREEMENT** shall prevail.
2. This **GRANT AGREEMENT** shall not exceed **\$300,000.00** (three hundred thousand dollars).
3. The **GRANTEE** shall not sell or sign over its operation to any third party during the contract period, may not reapply for additional **GRANTOR** funds until the contract period has expired, must disclose all potential conflicts of interest, and acknowledges that additional awards are not guaranteed and shall be subject to a new application and review process for any awards beyond this agreement period. Grant funds shall not be used to purchase land.
4. The Goals and Objectives (A) and Expectations and Activities (B) to be accomplished through this **GRANT AGREEMENT** shall be as follows:

Responsibilities of the GRANTEE:

A. Goals and Objectives:

1. The **GRANTEE** shall provide two services to participants affected by opioid use disorder (OUD) or any co-occurring substance use disorder (SUD) or mental health issues who are in the transitional living program: employment training and recovery programming.
2. The **GRANTEE** shall provide participants affected by OUD or any co-occurring SUD or mental health issues with employment training at the School of Horsemanship at Taylor Made Farm. Participants affected by OUD or any co-occurring SUD or mental health issues shall receive training and on-the-job experience by professionals in the horse industry. This training, in turn, leads to employment opportunities at horse farms across Kentucky.

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3. The **GRANTEE** shall provide participants affected by OUD or any co-occurring SUD or mental health issues with recovery services through a twelve (12) – step program, which includes support groups and peer mentoring.
4. The **GRANTEE** shall work to ensure the completion and graduation of participants affected by OUD or any co-occurring SUD or mental health issues from the program, including from the School of Horsemanship at Taylor Made Farm. Graduates from the **GRANTEE**'s program may stay for up to nine (9) months after graduation at an affiliated recovery house, Preston House, but after one year from graduation, are expected to have sufficient sobriety and financial stability to relocate to a new housing situation.

B. Expectations and Activities:

1. The **GRANTEE** shall monitor and collect data, conduct interviews with participants affected by OUD or any co-occurring SUD or mental health issues, and track participants' progress towards personal goals, including sobriety, during the two programs, School of Horsemanship and Stable Recovery.
2. For those participants affected by OUD or any co-occurring SUD or mental health issues who are placed in the School of Horsemanship program, the **GRANTEE** shall monitor the participants' commitment to recovery, work ethic, and attitude and meet regularly with staff at the Taylor Made Farm to assess participant progress and determine if the participant needs additional support.
3. For the recovery program, the **GRANTEE** shall monitor enrollment of participants affected by OUD or any co-occurring SUD or mental health issues in 12-step recovery meetings. In particular, the **GRANTEE** shall also ensure that participants attend at least ninety (90) recovery meetings during the first ninety (90) days in the program.
4. After a participant who is affected by OUD or any co-occurring SUD or mental health issues completes and graduates from the program, the **GRANTEE** shall capture their ongoing progress and well-being by administering retrospective surveys, which will assess participants' recovery progress, acquisition of new trade skills, and overall mental health and wellbeing. This data shall be reported to the **GRANTOR** on a quarterly basis.
5. The **GRANTEE** is expected to comply with all applicable laws and regulations, including the relevant components of KRS Chapter 15 and 40 KAR Chapter 9.

C. Utilization of Grant Funds:

1. The **GRANTEE** agrees that only that portion of the **GRANTOR**'s fund necessary for the completion of the project (as detailed herein) will be spent. Use of these funds is limited to the approved project and budget listed on this **GRANT AGREEMENT**. The **GRANTEE** shall immediately notify the **GRANTOR** of any unspent moneys.
2. No funds may be used for construction or renovation or to secure any kind of permits related to construction or renovation.
3. The **GRANTEE** shall deposit or immediately transfer awarded funds to a trust account held only for the purpose of drawing down grant funds. All expenditures for this award shall be made directly from that account.

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4. Pursuant to this **GRANT AGREEMENT**, the awarded funds shall not be co-mingled with any other funds, accounts, or monies under the **GRANTEE's** name. Any interest deriving from the account shall be considered program income and shall be attributed to the project.
5. For any newly created or existing staff positions that are eligible to be billed to a third-party payer including but not limited to, Medicaid, the **GRANTEE** may pay the salary or salaries and fringe benefits for those staff positions with funds received pursuant to this **GRANT AGREEMENT** until those staff positions may be billed to a third-party payer including but not limited to, Medicaid. Once those staff positions are billable to a third-party payer including but not limited to, Medicaid the **GRANTEE** shall no longer pay for the salary or salaries and fringe benefits for those staff positions with funds received pursuant to this **GRANT AGREEMENT**. The **GRANTEE** shall provide the **GRANTOR** with a list of those staff positions that are eligible to be billed and those staff position that have been billed to a third-party payer including but not limited to, Medicaid, for a period not to exceed 4 months. of this **GRANT AGREEMENT**.

D. Assumption of Liability:

To the extent permitted by Kentucky law, the **GRANTEE** shall indemnify and hold harmless the **GRANTOR** and all its officers, agents, and employees from all suits, actions or claims of any character because of any injuries or damages received by any person, persons or property resulting from implementation of this project based upon this agreement.

Responsibilities of the GRANTOR

A. Reservation of GRANT Funding:

The amount of this **GRANT AGREEMENT** shall be awarded under the **GRANTEE's** name from the **GRANTOR's** available trust funds designated for such activities.

B. Monitoring Work:

1. The **GRANTOR** reserves the right to inspect at will all documents and premises pertaining to the MOA. The **GRANTEE** shall provide electronic access to all documents pertaining to the MOA.
2. As part of the **GRANTOR's** inspection, it shall notify the **GRANTEE** of any noncompliance as defined in 40 KAR 9:010 Section 6(1). The **GRANTEE** shall address any noncompliance within a timeframe of thirty (30) working days. Failure to acknowledge and address noncompliance within the stipulated timeframe may result in the forfeiture and recoupment of remaining grant funds, where applicable, and may result in the **GRANTEE** not being eligible for **GRANTOR** trust fund awards.
3. The **GRANTEE** shall maintain on-site the results of criminal background checks of employees pursuant to KRS 17.160 to be available upon request during site visits and shall report any background check to the **GRANTOR** with offenses other than minor traffic offenses.

C. Non-Compliance:

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Noncompliance with the terms of the **GRANT AGREEMENT** is reportable to the Department of Law for determination as to whether further action is necessary to ensure compliance with opioid-related agreements.

Changes to Agreement and Pricing:

A. Changes to Agreement:

Any proposed change to this **GRANT AGREEMENT** shall be in writing and signed by the authorized agents of the **GRANTEE** and the **GRANTOR**. Any change to this **GRANT AGREEMENT** must be expressly approved by the **GRANTOR** in writing.

B. Pricing:

Award Amount: \$300,000.00 (three hundred thousand dollars).

Cost Category	Funding Requested
Staff Salary	\$111,200.00
Staff Fringe Benefits	\$0.00
Consulting and Contractual Services	\$88,700.00
General Contractor Construction Services	\$0.00
Training & Travel	\$17,500.00
Operational Expenses	\$73,200.00
Equipment	\$2,400.00
Materials	\$0.00
Supplies	\$7,000.00
Indirect Expenses (Maximum 10% of overall budget)	\$0.00
TOTAL	\$300,000.00

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**MOA/PSC Exception Standard Terms and Conditions
Revised January 2023**

Whereas, the first party, the state agency, has concluded that either state personnel are not available to perform said function, or it would not be feasible to utilize state personnel to perform said function; and
Whereas, the second party, the Contractor, is available and qualified to perform such function; and
Whereas, for the abovementioned reasons, the state agency desires to avail itself of the services of the second party;

NOW THEREFORE, the following terms and conditions are applicable to this contract:

1.00 Effective Date

This contract is not effective until the Secretary of the Finance and Administration Cabinet or his authorized designee has approved the contract and until the contract has been submitted to the Legislative Research Commission, Government Contract Review Committee ("LRC"). However, in accordance with KRS 45A.700, contracts in aggregate amounts of \$10,000 or less are exempt from review by the committee and need only be filed with the committee within 30 days of their effective date for informational purposes.

KRS 45A.695(7) provides that payments on personal service contracts and memoranda of agreement shall not be authorized for services rendered after government contract review committee disapproval, unless the decision of the committee is overridden by the Secretary of the Finance and Administration Cabinet or agency head, if the agency has been granted delegation authority by the Secretary.

2.00 LRC Policies

This section does not apply to governmental or quasi-governmental entities.

Pursuant to KRS 45A.725, LRC has established policies which govern rates payable for certain professional services. These are located on the LRC webpage (<https://apps.legislature.ky.gov/moreinfo/Contracts/homepage.html>) and would impact any contract established under KRS 45A.690 et seq., where applicable.

3.00 Choice of Law and Forum

This section does not apply to governmental or quasi-governmental entities.

This contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. Any action brought against the Commonwealth on the contract, including but not limited to actions either for breach of contract or for enforcement of the contract, shall be brought in Franklin Circuit Court, Franklin County, Kentucky in accordance with KRS 45A.245.

4.00 EEO Requirements

This section does not apply to governmental or quasi-governmental entities.

The Equal Employment Opportunity Act of 1978 applies to All State government projects with an estimated value exceeding \$500,000. The contractor shall comply with all terms and conditions of the Act.

5.00 Cancellation

Both parties shall have the right to terminate and cancel this contract at any time not to exceed thirty (30) days' written notice served on the Contractor by registered or certified mail.

6.00 Funding Out Provision

The state agency may terminate this contract if funds are not appropriated to the contracting agency or are not otherwise available for the purpose of making payments without incurring any obligation for payment after the date of termination, regardless of the terms of the contract. The state agency shall provide the Contractor thirty (30) calendar days' written notice of termination of the contract due to lack of available funding.

7.00 Reduction in Contract Worker Hours

The Kentucky General Assembly may allow for a reduction in contract worker hours in conjunction with a budget balancing measure for some professional and non-professional service contracts. If under such authority the agency is required by Executive Order or otherwise to reduce contract hours, the agreement

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will be reduced by the amount specified in that document. If the contract funding is reduced, then the scope of work related to the contract may also be reduced commensurate with the reduction in funding. This reduction of the scope shall be agreeable to both parties and shall not be considered a breach of contract.

8.00 Authorized to do Business in Kentucky

This section does not apply to governmental or quasi-governmental entities.

The Contractor affirms that it is properly authorized under the laws of the Commonwealth of Kentucky to conduct business in this state and will remain in good standing to do business in the Commonwealth of Kentucky for the duration of any contract awarded.

The Contractor shall maintain certification of authority to conduct business in the Commonwealth of Kentucky during the term of this contract. Such registration is obtained from the Secretary of State, who will also provide the certification thereof.

Registration with the Secretary of State by a Foreign Entity

Pursuant to KRS 45A.480(1)(b), an agency, department, office, or political subdivision of the Commonwealth of Kentucky shall not award a state contract to a person that is a foreign entity required by KRS 14A.9-010 to obtain a certificate of authority to transact business in the Commonwealth (“certificate”) from the Secretary of State under KRS 14A.9-030 unless the person produces the certificate within fourteen (14) days of the bid or proposal opening. Therefore, foreign entities should submit a copy of their certificate with their solicitation response. If the foreign entity is not required to obtain a certificate as provided in KRS 14A.9-010, the foreign entity should identify the applicable exception in its solicitation response. Foreign entity is defined within KRS 14A.1-070.

For all foreign entities required to obtain a certificate of authority to transact business in the Commonwealth, if a copy of the certificate is not received by the contracting agency within the time frame identified above, the foreign entity’s solicitation response shall be deemed non-responsive or the awarded contract shall be cancelled.

Businesses can register with the Secretary of State at <https://onestop.ky.gov/Pages/default.aspx>

9.00 Invoices for fees

This section does not apply to governmental or quasi-governmental entities.

The Contractor shall maintain supporting documents to substantiate invoices and shall furnish same if required by state government.

10.00 Travel expenses, if authorized

This section does not apply to governmental or quasi-governmental entities.

The Contractor shall be paid for no travel expenses unless and except as specifically authorized by the specifications of this contract or authorized in advance and in writing by the Commonwealth. The Contractor shall maintain supporting documents that substantiate every claim for expenses and shall furnish same if requested by the Commonwealth.

11.00 Other expenses, if authorized herein

This section does not apply to governmental or quasi-governmental entities.

The Contractor shall be reimbursed for no other expenses of any kind, unless and except as specifically authorized within the specifications of this contract or authorized in advance and in writing by the Commonwealth.

If the reimbursement of such expenses is authorized, the reimbursement shall be only on an out-of-pocket basis. Request for payment of same shall be processed upon receipt from the Contractor of valid, itemized statements submitted periodically for payment at the time any fees are due. The Contractor shall maintain supporting documents that substantiate every claim for expenses and shall furnish same if requested by the Commonwealth.

12.00 Purchasing and specifications

This section does not apply to governmental or quasi-governmental entities.

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The Contractor certifies that he/she will not attempt in any manner to influence any specifications to be restrictive in any way or respect nor will he/she attempt in any way to influence any purchasing of services, commodities or equipment by the Commonwealth of Kentucky. For the purpose of this paragraph and the following paragraph that pertains to conflict-of interest laws and principles, "he/she" is construed to mean "they" if more than one person is involved and if a firm, partnership, corporation, or other organization is involved, then "he/she" is construed to mean any person with an interest therein.

13.00 Conflict-of-interest laws and principles

This section does not apply to governmental or quasi-governmental entities.

The Contractor certifies that he/she is legally entitled to enter into this contract with the Commonwealth of Kentucky, and by holding and performing this contract, he/she will not be violating either any conflict of interest statute (KRS 45A.330-45A.340, 45A.990, 164.390), or KRS 11A.040 of the executive branch code of ethics, relating to the employment of former public servants.

14.00 Campaign finance

This section does not apply to governmental or quasi-governmental entities.

The Contractor certifies that neither he/she nor any member of his/her immediate family having an interest of 10% or more in any business entity involved in the performance of this contract, has contributed more than the amount specified in KRS 121.056(2), to the campaign of the gubernatorial candidate elected at the election last preceding the date of this contract. The Contractor further swears under the penalty of perjury, as provided by KRS 523.020, that neither he/she nor the company which he/she represents, has knowingly violated any provisions of the campaign finance laws of the Commonwealth, and that the award of a contract to him/her or the company which he/she represents will not violate any provisions of the campaign finance laws of the Commonwealth.

15.00 Access to Records

The state agency certifies that it is in compliance with the provisions of KRS 45A.695, "Access to contractor's books, documents, papers, records, or other evidence directly pertinent to the contract." The Contractor, as defined in KRS 45A.030, agrees that the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this agreement for the purpose of financial audit or program review. The Contractor also recognizes that any books, documents, papers, records, or other evidence, received during a financial audit or program review shall be subject to the Kentucky Open Records Act, KRS 61.870 to 61.884. Records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent to the agreement and shall be exempt from disclosure as provided in KRS 61.878(1)(c).

16.00 Social security

This section does not apply to governmental or quasi-governmental entities.

The parties are cognizant that the state is not liable for social security contributions, pursuant to 42 U.S. Code, section 418, relative to the compensation of the second party for this contract.

Any exceptions to this stipulation require an attachment or exhibit that explicitly addresses, and provides a basis for, payment of second party's social security contributions by the state, pursuant to 42 U.S. Code, section 418.

17.00 Violation of tax and employment laws

KRS 45A.485 requires the Contractor and all subcontractors performing work under the contract to reveal to the Commonwealth any final determination of a violation by the Contractor within the previous five (5) year period of the provisions of KRS chapters 136, 139, 141, 337, 338, 341, and 342. These statutes relate to corporate and utility tax, sales and use tax, income tax, wages and hours laws, occupational safety and health laws, unemployment insurance laws, and workers compensation insurance laws, respectively. Disclosure of any violations is required prior to the award of any state contract and throughout the duration the contract.

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Failure to disclose violations, shall be grounds for the Commonwealth's disqualification of a contractor or subcontractor from eligibility for future state contracts for a period of two (2) years.

To comply with KRS 45A.485, the Contractor and all subcontractors performing work under this contract shall report any such final determination(s) of any violation(s) within the previous five (5) years to the Commonwealth by providing a list of the following information regarding any violation(s): (1) specific KRS violated, (2) date of any final determination of a violation, and (3) state agency which issued the final determination.

A list of any disclosures made prior to award of a contract shall be attached to the contract. The Contractor affirms that it has not violated any of the provisions of the above statutes within the previous five (5) year period, aside from violations explicitly disclosed and attached to this contract. Contractor further affirms that it will (1) communicate the above KRS 45A.485 disclosure requirements to any subcontractors and (2) disclose any subcontractor violations it becomes aware of to the Commonwealth.

18.00 Discrimination

This section applies only to contracts disbursing federal funds, in whole or part, when the terms for receiving those funds mandate its inclusion. Discrimination (because of race, religion, color, national origin, sex, sexual orientation, gender identity, age, or disability) is prohibited. During the performance of this contract, the Contractor agrees as follows:

The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, sexual orientation, gender identity or age. The Contractor further agrees to comply with the provisions of the Americans with Disabilities Act (ADA), Public Law 101-336, and applicable federal regulations relating thereto prohibiting discrimination against otherwise qualified disabled individuals under any program or activity. The Contractor agrees to provide, upon request, needed reasonable accommodations. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensations; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

In all solicitations or advertisements for employees placed by or on behalf of the Contractor, the Contractor will state that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability.

The Contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding a notice advising the said labor union or workers' representative of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended, and of the rules, regulations and relevant orders of the Secretary of Labor.

The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

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In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be cancelled, terminated or suspended in whole or in part, and the Contractor may be declared ineligible for further government contracts or federally-assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended, and such other sanctions that may be imposed and remedies invoked as provided in or as otherwise provided by law.

The Contractor will include the provisions of paragraphs (1) through (7) of section 202 of Executive Order 11246 in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor, issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

19.00 Bidder, Offeror, or Contractor Mandatory Representations Compliance with Commonwealth Law

The contractor represents that, pursuant to [KRS 45A.485](#), they and any subcontractor performing work under the contract will be in continuous compliance with the KRS chapters listed below and have revealed to the Commonwealth any violation determinations within the previous five (5) years:

- [KRS Chapter 136](#) (CORPORATION AND UTILITY TAXES)
- [KRS Chapter 139](#) (SALES AND USE TAXES)
- [KRS Chapter 141](#) (INCOME TAXES)
- [KRS Chapter 337](#) (WAGES AND HOURS)
- [KRS Chapter 338](#) (OCCUPATIONAL SAFETY AND HEALTH OF EMPLOYEES)
- [KRS Chapter 341](#) (UNEMPLOYMENT COMPENSATION)
- [KRS Chapter 342](#) (WORKERS' COMPENSATION)

Boycott Provisions

The contractor represents that, pursuant to [KRS 45A.607](#), they are not currently engaged in, and will not for the duration of the contract engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which Kentucky can enjoy open trade. **Note:** The term Boycott does not include actions taken for bona fide business or economic reasons, or actions specifically required by federal or state law.

Lobbying Prohibitions

The contractor represents that they, and any subcontractor performing work under the contract, have not violated the agency restrictions contained in [KRS 11A.236](#) during the previous ten (10) years, and pledges to abide by the restrictions set forth in such statute for the duration of the contract awarded.

The contractor further represents that, pursuant to [KRS 45A.328](#), they have not procured an original, subsequent, or similar contract while employing an executive agency lobbyist who was convicted of a crime related to the original, subsequent, or similar contract within five (5) years of the conviction of the lobbyist.

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Approvals

This contract is subject to the terms and conditions stated herein. By affixing signatures below, the parties verify that they are authorized to enter into this contract and that they accept and consent to be bound by the terms and conditions stated herein. In addition, the parties agree that (i) electronic approvals may serve as electronic signatures, and (ii) this contract may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single contract.

1st Party:

Stacy R. Woodrum
Signature

Executive Director Administrative
Services

Title

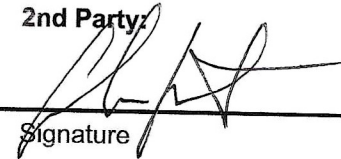
Stacy Woodrum

Printed Name

12/5/2023

Date

2nd Party:


Signature

CEO / Co-Founder

Title

Christian Countzler

Printed Name

12/5/23

Date

Approved as to form and legality:

Christopher Thacker
Attorney