

Gift Agreement

This Gift Agreement ("Agreement"), effective as of June 30, 2024 ("Effective Date"), is made and entered into by and between Soylent News PBC, a Delaware public benefit corporation ("Grantor"), and Soylent Phoenix, an Oregon non-profit corporation organized under section 501(c)3 of the Internal Revenue Code ("Grantee").

Based upon the Recitals below, and in consideration of the mutual promises and benefits hereunder, the parties hereto hereby agree as follows:

RECITALS

Grantor wishes to make a charitable gift to Grantee for the use and benefit of the Grantee as set forth in this Agreement.

Grantee desires to accept such gift, subject to the terms and conditions set forth in this Agreement.

AGREEMENT

1. **Gift.** Grantor hereby gives to Grantee the following assets for the benefit of Grantee ("The Gift"):
 1. The domain name "soylentnews.com" and any and all associated website content or materials, as is, where is, with all faults;
 2. All customer and user lists associated with Grantor, including personal information, payment information, and customer feedback information, which is lawfully within the possession and control of Grantee, and to which Grantee shall release all claim and interest;
 3. All the rights relating to transferred assets in connection to contracts, commitments, sales contracts and other contracts and agreements with customers;
 4. All balances in Grantee's bank accounts, exclusive of reasonable costs of execution of this Agreement and reasonable costs in the wind down and transference of assets to Grantee, with 50% of current balances being transferred to Grantee upon acceptance of this Agreement and the balance, exclusive reasonable costs as described above, transferred upon conclusion of transference of all other gifted assets;
 5. All rights to all copyrights, designs, trade styles, trade names, and trademarks, including, without limitation, the name "SoylentNews";
 6. All trade secrets, including, but not limited to, private and proprietary servers used for development and management.
2. **Liability.** Grantee shall hold Grantor, its board members, shareholders, and employees, harmless regarding The Gift. Grantee shall waive any and all claims against Grantor regarding The Gift. Grantor, its board members, shareholders, and employees shall have no further claim or control over The Gift.

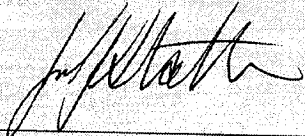

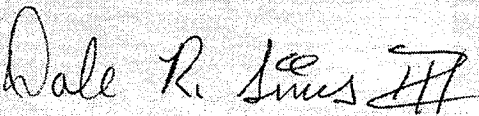
3. **Charitable Purpose.** It is the intent of the parties that The Gift shall for all purposes be treated as a charitable contribution made to an organization organized and operated under Section 501(c)(3) of the Internal Revenue Code. It is intended that the charitable contributions made by this Agreement be used for charitable, educational or scientific purposes as permitted to an organization organized and operated under Section 501(c)(3) of the Internal Revenue Code. Grantee shall issue to Grantor an itemized letter confirming the tax deductibility of The Gift and its components.

4. **Legal Matters.** This Agreement will be governed by and construed in accordance with the laws of the State of Delaware without regard to any conflict of laws rule or principle that might refer the governance or construction of this Agreement to the laws of another jurisdiction. Any legal proceeding brought in connection with disputes relating to or arising out of this Agreement will be filed and heard in Delaware, and each party waives any objection that it might raise to such venue and any right it may have to claim that such venue is inconvenient.

IN WITNESS THEREOF, the parties have executed this Agreement as of the Effective Date:

FOR SOYLENT NEWS PBC:

FOR SOYLENT PHOENIX:

| | | |
|---|-----------|------------|
|  | President | 07/08/2024 |
| Signature | | Date |
|  | Secretary | 13/07/2024 |
| Signature | | Date |
|  | Treasurer | 07/08/2024 |
| Signature | | Date |

AS