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8 *Attorneys for Plaintiffs the Paskenta Band of Nomlaki Indians*  
9 *and the Paskenta Enterprises Corporation*

10 **UNITED STATES DISTRICT COURT**

11 **EASTERN DISTRICT OF CALIFORNIA**

12 **PASKENTA BAND OF NOMLAKE INDIANS;**  
13 **and PASKENTA ENTERPRISES**  
14 **CORPORATION,**

15 **Plaintiffs,**

16 v.

17 **INES CROSBY; et al.**

18 **Defendants.**

Case No. 15-cv-00538-MCE-DMC

**[PROPOSED] STIPULATION FOR  
ENTRY OF FINAL JUDGMENT AND  
ORDER AS TO DEFENDANTS INES  
CROSBY AND JOHN CROSBY**

GROSS & KLEIN LLP  
THE EMBARCADERO  
PIER 9, SUITE 100  
SAN FRANCISCO, CA 94111

1 This Stipulation for Entry of Final Judgment against Defendants Ines Crosby and John  
2 Crosby (“Stipulated Judgment”) is entered into by and between Plaintiffs the Paskenta Band of  
3 Nomlaki Indians (the “Tribe”) and the Paskenta Enterprises Corporation (with the Tribe,  
4 “Plaintiffs”) and Defendants Ines Crosby and John Crosby (“Defendants,” and collectively with  
5 Plaintiffs, the “Parties”), pursuant to Local Rule 143, by and through their respective counsel.

6 **INTRODUCTION**

7 1. On May 20, 2016, Plaintiffs filed a Third Amended Complaint (“Complaint”) for  
8 injunctive relief, compensatory damages, and punitive damages against Defendants in the United  
9 States District Court for the Eastern District of California. The Complaint alleges that Defendants  
10 violated the Racketeer Influenced and Corrupt Organizations Act, 18 U.S.C. §§ 664, 1503, 1956,  
11 1961-62; California Penal Code § 518; the Federal Computer Fraud and Abuse Act, 18 U.S.C.  
12 § 1030; the California Comprehensive Computer Data Access and Fraud Act, California Penal  
13 Code § 502, and included claims for conversion, fraudulent concealment, fraudulent  
14 misrepresentation, intentional interference with prospective economic relationships, breach of  
15 fiduciary of undivided loyalty, restitution, constructive trust, and accounting.

16 2. On January 5, 2017, the United States indicted Defendants on multiple counts for  
17 violations of the following laws: 18 U.S.C § 371 (Conspiracy to Embezzle or Steal from a Tribal  
18 Organization); 18 U.S.C. § 1163 (Embezzlement and Theft from a Tribal Organization); 18  
19 U.S.C. § 1519 (Alteration or Falsification of Records in Federal Investigation); 18 U.S.C. § 1001  
20 (a) (False Statement to Federal Agent); 26 U.S.C. § 7206(1) (Making and Subscribing to a False  
21 Tax Return) (John Crosby only); and 26 U.S.C. § 7203 (Failure to File Tax Return) (Ines Crosby  
22 only). The resulting criminal case (the “Criminal Case”) is captioned *United States v. Crosby, et*  
23 *al.*, No. 17-CR-00006 JAM.

24 3. On August 16, 2019, Defendant John Crosby pleaded guilty to violating 18 U.S.C  
25 § 371 and 26 U.S.C. § 7206(1) in the Criminal Case.

26 4. On August 16, 2019, Defendant Ines Crosby pleaded guilty to violating 18 U.S.C  
27 § 371 and 26 U.S.C. § 7203 in the Criminal Case.

1 5. On February 25, 2022, Defendants were each sentenced to 57 months in the  
2 Criminal Case.

3 6. On April 19, 2022, Defendant John Crosby was ordered to pay Plaintiff Paskenta  
4 Band of Nomlaki Indians \$2,705,643.08 in restitution, and Defendant Ines Crosby was ordered to  
5 pay Plaintiff Paskenta Band of Nomlaki Indians \$1,581,015.58 in restitution, among other  
6 criminal monetary penalties, in the Criminal Case (collectively, the “Criminal Judgments”).

7 7. The Parties agree to the Court’s entry of this Stipulated Judgment, without  
8 adjudication of any issue of fact or law, to settle, compromise, and resolve all matters in dispute  
9 between the Parties arising from the conduct alleged in the Complaint.

10 **JURISDICTION, VENUE, AND ENFORCEMENT**

11 8. This Court has jurisdiction over the subject matter of this action pursuant to 28  
12 U.S.C. §§ 1331 and has personal jurisdiction over the Parties.

13 9. Venue in the Eastern District of California is proper pursuant to 28 U.S.C.  
14 § 1391(b) and (c).

15 10. This Court has jurisdiction to approve and enter this Stipulated Judgment as a full  
16 and final binding resolution of all claims that were or could have been asserted by Plaintiffs in the  
17 Complaint based on the facts or conduct alleged therein.

18 11. The Court shall retain jurisdiction over this matter to implement, modify, and  
19 enforce this Stipulated Judgment.

20 **MONETARY RELIEF**

21 12. Defendant Ines Crosby shall pay Plaintiffs \$5,000,000 in damages.

22 13. Defendant John Crosby shall pay Plaintiffs \$5,000,000 in damages.

23 **COOPERATION**

24 14. Defendant Ines Crosby shall cooperate with Plaintiffs and the Department of  
25 Justice in their efforts to enforce this Stipulated Judgment and the Criminal Judgments,  
26 respectively, by:

- 27 a. Executing, and/or authorizing her undersigned counsel to execute, which  
28 she does hereby, the necessary paperwork (substantially in the form attached hereto as

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1 Exhibit A) to effect the transfer to Plaintiffs all of the shares of Hover Inc. in her name;  
2 and

3 b. Selling via CarMax, and/or authorizing her undersigned counsel to sell via  
4 CarMax, which she does hereby, the Mercedes SUV she owns and transferring, and/or  
5 authorizing her counsel to transfer, which she does hereby, the proceeds of such funds to  
6 the Court Clerk, as requested.

7 15. Defendant John Crosby shall cooperate with Plaintiffs and the Department of  
8 Justice in their efforts to enforce this Stipulated Judgment and the Criminal Judgments,  
9 respectively, by: Executing, and/or authorizing his undersigned counsel to execute, which he does  
10 hereby, the necessary paperwork (substantially in the form attached hereto as Exhibit B) to effect  
11 the transfer to Plaintiffs all of the shares of Hover Inc. in his name.

12 16. Within six (6) months of the date of the entry of this Stipulated Judgment,  
13 Defendants and Plaintiffs shall submit to the Department of Justice an agreed upon value of the  
14 transferred shares of Hover Inc., with supporting documentation, which shall be used by the Clerk  
15 of Court in determining the extent to which such transfers reduce each Defendants' restitution  
16 obligations to the Tribe.

17 17. Defendants agree to execute further documents, and hereby authorize their  
18 undersigned counsel, to execute further documents as needed to effectuate or fulfill the above  
19 cooperation obligations.

20 **RELEASE**

21 18. Plaintiffs shall release and discharge Defendants from all potential civil liability  
22 that Plaintiffs have or might have asserted based on the conduct alleged in the Complaint, to the  
23 extent such conduct occurred before the entry of this Stipulated Judgment and the Plaintiffs know  
24 about such conduct at the time of the entry of this Stipulated Judgment.

25 19. Plaintiffs may use the allegations described in the Complaint for the enforcement  
26 of this Stipulated Judgment against Defendants, including, without limitation, to establish the  
27 continuation of a pattern or practice of violations or to calculate the amount of any damages.  
28

1           20.     This release does not preclude or affect Plaintiffs’ rights to determine and ensure  
2 compliance with this Stipulated Judgment, to seek penalties for any violation of this Stipulated  
3 Judgment, or to seek enforcement of this Stipulated Judgment, the Criminal Judgments, and/or  
4 any related order or judgment.

5           21.     This Stipulated Judgment does not bind the United States, inclusive of the  
6 Department of Justice, in any way and does not modify or lessen any rights that the United States  
7 may have under the Criminal Judgments or otherwise.

8   **ATTORNEYS’ FEES AND COSTS**

9           22.     The Parties shall bear their own attorneys’ fees and costs incurred in connection  
10 with or arising out of this Stipulated Judgment.

11   **NOTICES**

12           23.     All notices required by or related to this Stipulated Judgment shall be in writing  
13 and, to the extent feasible, be sent via electronic mail transmission to the email addresses listed  
14 below or, if electronic transmission is not feasible, personally delivered or sent by first-class,  
15 registered or certified mail, return receipt requested, or by overnight courier, to the following  
16 addresses:

17  
18           If to Plaintiffs:                               Stuart G. Gross  
19   Gross Klein PC  
20   The Embarcadero  
21   Pier 9, Suite 100  
22   San Francisco, CA 94111  
23   sgross@grosskleinlaw.com

24  
25           If to Defendants:                             John Crosby  
26   Ines Crosby  
27   [ADRESSES]  
28

**MISCELLANEOUS PROVISIONS**

24           24.     **Integration.** Except for any agreements that may be entered into in writing by and  
27 between the Parties concurrently with this Stipulated Judgment, this Stipulated Judgment contains

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1 the sole and entire agreement between the Parties and any and all prior negotiations and  
2 understandings related hereto shall be deemed to have been merged into this Stipulated Judgment.

3         **25. Governing Law.** Except as otherwise expressly provided in this Stipulated  
4 Judgment, the terms of this Judgment shall be governed by, and interpreted and enforced in  
5 accordance with, the laws of the State of California

6         **26. Effective Date.** This Stipulated Judgment shall not be effective until it is approved  
7 and entered by the Court, in which case it shall be effective as of the date it is entered (“Effective  
8 Date”). If the Court disapproves or otherwise declines to approve and enter this Stipulated  
9 Judgment, the Parties shall meet and confer as to whether to modify the terms of this Stipulated  
10 Judgment to address the Court's concerns. If the Parties do not agree, in principle, on a modified  
11 stipulated judgment within sixty (60) days after the Court enters its order disapproving this  
12 Stipulated Judgment, then this Stipulated Judgment shall automatically be null and void, and this  
13 action shall proceed on its normal course.

14         **27. Modification.** This Stipulated Judgment may not be modified or amended except  
15 by further written stipulation of the Parties and approval of the Court, or by further order of the  
16 Court.

17         **28. Construction.** The language in all parts of this Stipulated Judgment, unless  
18 otherwise stated, shall be construed according to its plain and ordinary meaning. The captions,  
19 headings, and Table of Contents used in this Stipulated Judgment are for reference only and shall  
20 not affect the construction of this Stipulated Judgment. The Parties have negotiated this Stipulated  
21 Judgment and agree that it shall not be construed against the Party preparing it, but shall be  
22 deemed to have been jointly prepared by the Parties, and any uncertainty and ambiguity shall not  
23 be interpreted against any one Party.

24         **29. Severability.** If any one or more of the provisions of this Stipulated Judgment  
25 shall for any reason be held invalid, illegal or unenforceable in any respect, that invalidity,  
26 illegality or unenforceability shall not affect any other provision herein, and this Stipulated  
27 Judgment shall be construed as if the invalid, illegal or unenforceable provision had never been  
28

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1 included, provided, however, in no event shall any Party be deprived a material consideration by  
2 operation of this provision.

3 30. **Assignment.** All of the rights, duties, and obligations contained in this Stipulated  
4 Judgment shall inure to the benefit of and be binding upon each of the Parties and their respective  
5 successors and assigns.

6 31. **Authority to Sign.** The undersigned representatives for the Parties each represent  
7 and warrant that he/she has read, understood and agreed to all of the terms and conditions of this  
8 Stipulated Judgment and is authorized by the Party that he/she represents to enter into and execute  
9 this Stipulated Judgment on its behalf.

10 32. **Counterparts/Signatures.** This Stipulated Judgment may be executed in one or  
11 more counterparts which, taken together, shall be deemed to constitute one and the same  
12 document. The Parties' signatures to this Stipulated Judgment transmitted by facsimile or  
13 electronic mail transmission shall be deemed binding.

14 The Parties enter into this Stipulated Judgment and submit it to the Court for its approval  
15 and entry as a final judgment.

16  
17 Respectfully submitted,

18 Dated: November 16, 2022

**GROSS KLEIN PC**

19  
20 By: /s/ Stuart G. Gross  
21 **STUART G. GROSS**  
22 *Attorneys for Plaintiffs the Paskenta Band of*  
23 *Nomlaki Indians and the Paskenta*  
24 *Enterprises Corporation*

25  
26 Dated: November 14,, 2022

**GRIFFITH & HORN, LLP**

27 By:   
28 **DAVID R. GRIFFITH**

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*Attorneys for Defendants Ines Crosby and  
John Crosby*

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**JUDGMENT AND ORDER**

**PURSUANT TO STIPULATION, IT IS SO ORDERED.**

DATED: \_\_\_\_\_

\_\_\_\_\_  
Hon. MORRISON C. ENGLAND JR.



# **EXHIBIT A**

## STOCK TRANSFER AGREEMENT

This Stock Transfer Agreement (the “**Agreement**”) dated as of August 16, 2022 is entered into by and among Ines Crosby (“**Transferor**”), Paskenta Enterprises Corporation (“**Transferee**”), and Hover Inc., a Delaware corporation (the “**Company**”).

### RECITALS:

**WHEREAS**, in connection with that certain [insert reference to Settlement Agreement], Transferor desires to transfer and assign all of Transferor’s right, title and interest in and to 56,572 shares of Series 1 Preferred Stock of the Company now owned by Transferor (the “**Shares**”), to Transferee (the “**Transfer**”); and

**WHEREAS**, in accordance with the terms and conditions of the Financing Agreements (defined below), Transferee shall agree and confirm to be bound by all of the terms and conditions of the Financing Agreements in connection with receiving ownership of the Shares hereunder.

**NOW THEREFORE**, in consideration of their mutual promises contained herein, the parties hereby agree as follows.

### AGREEMENT:

1. *Transfer and Assignment of the Shares.* Subject to the terms and conditions of this Agreement, effective as of the date hereof, Transferor hereby transfers and assigns to Transferee, and Transferee hereby assumes from Transferor, all of Transferor’s right, title and interest in and to the Shares. In connection with the Transfer, Transferor agrees to execute and deliver to Transferee and the Company on the date hereof the following documents and agreements: (i) an assignment separate from stock certificate in substantially the form attached hereto as **Exhibit A**, (ii) a Joinder Agreement in substantially the form attached hereto as **Exhibit B-1** and with respect to the Company’s Third Amended and Restated Investors’ Rights Agreement dated as of September 24, 2020 and by and among the Company and certain of its stockholders (the “**IRA**”), (iii) a Joinder Agreement in substantially the form attached hereto as **Exhibit B-2** and with respect to the Company’s Third Amended and Restated Right of First Refusal and Co-Transfer Agreement dated as of September 24, 2020 (the “**ROFR Co-Sale**”), by and among the Company and certain of its stockholders, and (iv) an Adoption Agreement in substantially the form attached hereto as **Exhibit B-3** and with respect to the Company’s Third Amended and Restated Voting Agreement dated as of September 24, 2020 and by and among the Company and certain of its Stockholders (together with the IRA of ROFR Co-Sale, the “**Financing Agreements**”).

2. In connection with the consummation of the Transfer, Transferor and Transferee each hereby represent and warrant as follows, on behalf of themselves, to each other party hereto as of the date hereof:

A. they have reviewed, or voluntarily chosen not to review, with their own legal counsel, tax advisors and accountants the federal, state, local and foreign tax consequences of the Transfer, and they acknowledge and agree that they shall be responsible for their own tax liability which may arise as a result of the Transfer;

B. (i) they have all necessary power and authority to enter into and perform their respective obligations under this Agreement and (ii) this Agreement constitutes their valid and binding obligation, enforceable in accordance with its terms and conditions, except as limited by: (i) the effect of bankruptcy, insolvency or other similar laws; (ii) general principles of equity (regardless

of whether enforcement is considered in proceedings at law or in equity); or (iii) the extent to which the availability of the remedy of specific enforcement or injunctive relief is subject to the discretion of the court before which any proceeding therefor may be brought; and

C. they acknowledge that this Agreement has been prepared by Foley & Lardner, LLP, which is the Company's legal counsel.

3. In addition to the foregoing, Transferee hereby represents and warrants to Transferor and the Company as follows:

A. Transferee is acquiring the Shares for investment for an indefinite period for Transferee's own account, not as a nominee or agent and not with a view to the sale or distribution of any part thereof, and Transferee has no present intention of selling, granting participation in or otherwise distributing the same;

B. Transferee does not have any contract, undertaking, agreement or arrangement with any person to sell, transfer or grant participation to such person or other third person with respect to any of the Shares; and

C. (i) Transferee has all necessary power and authority to enter into and perform its obligations under the Joinder Agreements and Adoption Agreement described in Section 1 above (collectively, the "**Joinders**") and the Financing Agreements and (ii) the Joinders and the Financing Agreements constitute their valid and binding obligation, enforceable in accordance with its terms and conditions, except as limited by: (i) the effect of bankruptcy, insolvency or other similar laws; (ii) general principles of equity (regardless of whether enforcement is considered in proceedings at law or in equity); or (iii) the extent to which the availability of the remedy of specific enforcement or injunctive relief is subject to the discretion of the court before which any proceeding therefor may be brought.

4. Transferee understands that the Shares are subject to the federal securities laws and applicable regulations and that the Shares may be resold without registration under the Securities Act of 1933, as amended (the "**Act**"), only in certain limited circumstances. In this connection, Transferee represents that the Transferee (A) is familiar with Securities and Exchange Commission Rule 144 as presently in effect, (B) understands the resale limitations imposed by Rule 144 and by the Act and (C) understands that the Company has no obligation, and no current plans, to satisfy the current-information requirements of Rule 144.

5. *Legend.* Transferee understands and agrees that the Company shall cause the legends described in the Financing Agreements to be placed upon any certificate(s) evidencing ownership of the Shares, together with any other legends that may be on the current certificate(s) evidencing the Shares or as required by the Company or by applicable state or federal securities laws.

6. *General Provisions.*

A. *Choice of Law.* This Agreement shall be governed by the internal substantive laws, but not the choice of law rules, of Delaware.

B. *Entire Agreement.* This Agreement (together with any Exhibits hereto) represents the entire agreement between the parties hereto with respect to the Transfer and supersedes and replaces any and all prior written or oral agreements regarding the subject matter of this Agreement including, but not limited to, any representations made during any discussions or negotiations whether written or oral.

C. *Notices.* All notices and other communications required or permitted hereunder shall be in writing and shall be mailed by registered or certified mail, postage prepaid, sent by facsimile or electronic mail or otherwise delivered by hand or by messenger addressed to the applicable party's address as stated on the signature pages hereto, as may be updated in accordance with the provisions hereof.

D. *Amendment; Waiver.* This Agreement may not be amended, nor any provision herein waived, without the prior written consent of the party against whom such amendment or waiver is to be enforced. A party's failure to enforce any provision of this Agreement shall not in any way be construed as a waiver of any such provision, nor prevent that party from hereafter enforcing any other provision of this Agreement. The rights granted to the parties hereunder are cumulative and shall not constitute a waiver of a party's right to assert any other legal remedy available to it.

E. *Severability.* Should any provision of this Agreement be found to be illegal or unenforceable, the other provisions shall nevertheless remain effective and shall remain enforceable to the greatest extent permitted by law.

F. *Interpretation.* Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in the construction or interpretation of this Agreement.

G. *Counterparts.* This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same agreement. Facsimile or other electronic copies of signed signature pages shall be binding originals.

*[Signature Pages Follow]*

The parties represent that they have read this Agreement in its entirety, have had an opportunity to obtain the advice of counsel prior to executing this Agreement and fully understand this Agreement.

**TRANSFEROR:**

INES CROSBY

\_\_\_\_\_

**TRANSFEROR:**

PASKENTA ENTERPRISES CORPORATION

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**COMPANY:**

By: \_\_\_\_\_

Name: Adam J. Altman

Title: Chief Executive Officer

**EXHIBIT A**

**ASSIGNMENT SEPARATE FROM STOCK CERTIFICATES**

**FOR VALUE RECEIVED**, the undersigned hereby transfers and assigns on November \_\_, 2020 unto Paskenta Enterprises Corporation 56,572 shares of Series 1 Preferred Stock of Hover Inc., a Delaware corporation (the "**Company**"), standing in the undersigned's name on the books of the Company and represented by the following certificate numbers and does hereby irrevocably constitute and appoint the CEO of the Company to transfer such shares on the books of the Company with full power of substitution:

<u>Certificate Nos.</u>	<u>No. of Shares of Series 1 Preferred Stock</u>
PS1-016-A	37,313
PS1-016-B	19,259

**TRANSFEROR:**

**INES CROSBY**

\_\_\_\_\_

**AGREED AND ACKNOWLEDGED BY  
TRANSFeree:**

**PASKENTA ENTERPRISES CORPORATION**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT B-1**

**Form of Joinder Agreement to Third Amended and Restated Investors' Rights Agreement**

## JOINDER AGREEMENT

This Joinder Agreement (“**Joinder**”) is executed on November \_\_, 2020, by the undersigned (“**Holder**”) pursuant to the terms of that certain Third Amended and Restated Investors’ Rights Agreement dated as of September 24, 2020 (the “**Agreement**”), by and among the Company and certain of its stockholders, as such Agreement may be amended or amended and restated hereafter. Capitalized terms used but not defined in this Joinder shall have the respective meanings ascribed to such terms in the Agreement. By the execution of this Joinder, Holder agrees as follows.

1.1 Acknowledgement. Holder acknowledges that Holder is acquiring shares of Series 1 Preferred Stock of the Company (the “**Stock**”) in an assignment and transfer from an Investor in accordance with Subsection 6.1(i) of the Agreement, in which case Holder will be an “Investor” for all purposes of the Agreement.

1.2 Agreement. Holder hereby (a) agrees that the Stock, and any other shares of capital stock or securities required by the Agreement to be bound thereby, shall be bound by and subject to the terms of the Agreement and (b) adopts the Agreement with the same force and effect as if Holder were originally a party thereto with respect to the Stock.

1.3 Notice. Any notice required or permitted by the Agreement shall be given to Holder at the address or facsimile number listed below Holder’s signature hereto.

[signature page follows]



**HOLDER:**

PASKENTA ENTERPRISES CORPORATION

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ACCEPTED AND AGREED:**

**HOVER INC.**

By: \_\_\_\_\_

Name: Adam J. Altman

Title: Chief Executive Officer

**EXHIBIT B-2**

**Form of Joinder Agreement to Third Amended and Restated Right of First Refusal and Co-Sale Agreement**

## JOINDER AGREEMENT

This Joinder Agreement (“**Joinder**”) is executed on November \_\_, 2020, by the undersigned (“**Holder**”) pursuant to the terms of that certain Third Amended and Restated Right of First Refusal and Co-Transfer Agreement dated as of September 24, 2020 (the “**Agreement**”), by and among the Company and certain of its stockholders, as such Agreement may be amended or amended and restated hereafter. Capitalized terms used but not defined in this Joinder shall have the respective meanings ascribed to such terms in the Agreement. By the execution of this Joinder, Holder agrees as follows.

1.1 Acknowledgement. Holder acknowledges that Holder is acquiring shares of Series 1 Preferred Stock of the Company (the “**Stock**”) in an assignment and transfer from an Investor in accordance with Subsection 6.9(c) of the Agreement, in which case Holder will be an “Investor” for all purposes of the Agreement with respect to the Stock.

1.2 Agreement. Holder hereby (a) agrees that the Stock, and any other shares of capital stock or securities required by the Agreement to be bound thereby, shall be bound by and subject to the terms of the Agreement and (b) adopts the Agreement with the same force and effect as if Holder were originally a party thereto with respect to the Stock.

1.3 Notice. Any notice required or permitted by the Agreement shall be given to Holder at the address or facsimile number listed below Holder’s signature hereto.

[signature page follows]

**HOLDER:**

PASKENTA ENTERPRISES CORPORATION

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ACCEPTED AND AGREED:**

**HOVER INC.**

By: \_\_\_\_\_

Name: Adam J. Altman

Title: Chief Executive Officer

**EXHIBIT B-3**

**Form of Adoption Agreement to Third Amended and Restated Voting Agreement**

### ADOPTION AGREEMENT

This Adoption Agreement (“**Adoption Agreement**”) is executed on November \_\_, 2020, by the undersigned (“**Holder**”) pursuant to the terms of that certain Amended and Restated Voting Agreement dated as of September 24, 2020 (the “**Agreement**”), by and among the Company and certain of its Stockholders, as such Agreement may be amended or amended and restated hereafter. Capitalized terms used but not defined in this Adoption Agreement shall have the respective meanings ascribed to such terms in the Agreement. By the execution of this Adoption Agreement, Holder agrees as follows.

1.1 Acknowledgement. Holder acknowledges that Holder is acquiring shares of Series 1 Preferred Stock of the Company (the “**Stock**”), for one of the following reasons (Check the correct box):

- As a transferee of Shares from a party in such party’s capacity as an “Investor” bound by the Agreement, and after such transfer, Holder shall be considered an “Investor” and a “Stockholder” for all purposes of the Agreement with respect to the Stock.
- As a transferee of Shares from a party in such party’s capacity as a “Key Holder” bound by the Agreement, and after such transfer, Holder shall be considered a “Key Holder” and a “Stockholder” for all purposes of the Agreement.
- As a new Investor in accordance with Subsection 7.1(a) of the Agreement, in which case Holder will be an “Investor” and a “Stockholder” for all purposes of the Agreement.
- In accordance with Subsection 7.1(b) of the Agreement, as a new party who is not a new Investor, in which case Holder will be a “Stockholder” for all purposes of the Agreement.

1.2 Agreement. Holder hereby (a) agrees that the Stock, and any other shares of capital stock or securities required by the Agreement to be bound thereby, shall be bound by and subject to the terms of the Agreement and (b) adopts the Agreement with the same force and effect as if Holder were originally a party thereto with respect to the Stock.

1.3 Notice. Any notice required or permitted by the Agreement shall be given to Holder at the address or facsimile number listed below Holder’s signature hereto.

[signature page follows]

**HOLDER:**

PASKENTA ENTERPRISES CORPORATION

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ACCEPTED AND AGREED:**

**HOVER INC.**

By: \_\_\_\_\_

Name: Adam J. Altman

Title: Chief Executive Officer

# **EXHIBIT B**



## STOCK TRANSFER AGREEMENT

This Stock Transfer Agreement (the “**Agreement**”) dated as of August 16, 2022 is entered into by and among Ines Crosby (“**Transferor**”), Paskenta Enterprises Corporation (“**Transferee**”), and Hover Inc., a Delaware corporation (the “**Company**”).

### RECITALS:

**WHEREAS**, in connection with that certain [insert reference to Settlement Agreement], Transferor desires to transfer and assign all of Transferor’s right, title and interest in and to 56,572 shares of Series 1 Preferred Stock of the Company now owned by Transferor (the “**Shares**”), to Transferee (the “**Transfer**”); and

**WHEREAS**, in accordance with the terms and conditions of the Financing Agreements (defined below), Transferee shall agree and confirm to be bound by all of the terms and conditions of the Financing Agreements in connection with receiving ownership of the Shares hereunder.

**NOW THEREFORE**, in consideration of their mutual promises contained herein, the parties hereby agree as follows.

### AGREEMENT:

1. *Transfer and Assignment of the Shares.* Subject to the terms and conditions of this Agreement, effective as of the date hereof, Transferor hereby transfers and assigns to Transferee, and Transferee hereby assumes from Transferor, all of Transferor’s right, title and interest in and to the Shares. In connection with the Transfer, Transferor agrees to execute and deliver to Transferee and the Company on the date hereof the following documents and agreements: (i) an assignment separate from stock certificate in substantially the form attached hereto as **Exhibit A**, (ii) a Joinder Agreement in substantially the form attached hereto as **Exhibit B-1** and with respect to the Company’s Third Amended and Restated Investors’ Rights Agreement dated as of September 24, 2020 and by and among the Company and certain of its stockholders (the “**IRA**”), (iii) a Joinder Agreement in substantially the form attached hereto as **Exhibit B-2** and with respect to the Company’s Third Amended and Restated Right of First Refusal and Co-Transfer Agreement dated as of September 24, 2020 (the “**ROFR Co-Sale**”), by and among the Company and certain of its stockholders, and (iv) an Adoption Agreement in substantially the form attached hereto as **Exhibit B-3** and with respect to the Company’s Third Amended and Restated Voting Agreement dated as of September 24, 2020 and by and among the Company and certain of its Stockholders (together with the IRA of ROFR Co-Sale, the “**Financing Agreements**”).

2. In connection with the consummation of the Transfer, Transferor and Transferee each hereby represent and warrant as follows, on behalf of themselves, to each other party hereto as of the date hereof:

A. they have reviewed, or voluntarily chosen not to review, with their own legal counsel, tax advisors and accountants the federal, state, local and foreign tax consequences of the Transfer, and they acknowledge and agree that they shall be responsible for their own tax liability which may arise as a result of the Transfer;

B. (i) they have all necessary power and authority to enter into and perform their respective obligations under this Agreement and (ii) this Agreement constitutes their valid and binding obligation, enforceable in accordance with its terms and conditions, except as limited by: (i) the effect of bankruptcy, insolvency or other similar laws; (ii) general principles of equity (regardless

of whether enforcement is considered in proceedings at law or in equity); or (iii) the extent to which the availability of the remedy of specific enforcement or injunctive relief is subject to the discretion of the court before which any proceeding therefor may be brought; and

C. they acknowledge that this Agreement has been prepared by Foley & Lardner, LLP, which is the Company's legal counsel.

3. In addition to the foregoing, Transferee hereby represents and warrants to Transferor and the Company as follows:

A. Transferee is acquiring the Shares for investment for an indefinite period for Transferee's own account, not as a nominee or agent and not with a view to the sale or distribution of any part thereof, and Transferee has no present intention of selling, granting participation in or otherwise distributing the same;

B. Transferee does not have any contract, undertaking, agreement or arrangement with any person to sell, transfer or grant participation to such person or other third person with respect to any of the Shares; and

C. (i) Transferee has all necessary power and authority to enter into and perform its obligations under the Joinder Agreements and Adoption Agreement described in Section 1 above (collectively, the "**Joinders**") and the Financing Agreements and (ii) the Joinders and the Financing Agreements constitute their valid and binding obligation, enforceable in accordance with its terms and conditions, except as limited by: (i) the effect of bankruptcy, insolvency or other similar laws; (ii) general principles of equity (regardless of whether enforcement is considered in proceedings at law or in equity); or (iii) the extent to which the availability of the remedy of specific enforcement or injunctive relief is subject to the discretion of the court before which any proceeding therefor may be brought.

4. Transferee understands that the Shares are subject to the federal securities laws and applicable regulations and that the Shares may be resold without registration under the Securities Act of 1933, as amended (the "**Act**"), only in certain limited circumstances. In this connection, Transferee represents that the Transferee (A) is familiar with Securities and Exchange Commission Rule 144 as presently in effect, (B) understands the resale limitations imposed by Rule 144 and by the Act and (C) understands that the Company has no obligation, and no current plans, to satisfy the current-information requirements of Rule 144.

5. *Legend.* Transferee understands and agrees that the Company shall cause the legends described in the Financing Agreements to be placed upon any certificate(s) evidencing ownership of the Shares, together with any other legends that may be on the current certificate(s) evidencing the Shares or as required by the Company or by applicable state or federal securities laws.

6. *General Provisions.*

A. *Choice of Law.* This Agreement shall be governed by the internal substantive laws, but not the choice of law rules, of Delaware.

B. *Entire Agreement.* This Agreement (together with any Exhibits hereto) represents the entire agreement between the parties hereto with respect to the Transfer and supersedes and replaces any and all prior written or oral agreements regarding the subject matter of this Agreement including, but not limited to, any representations made during any discussions or negotiations whether written or oral.

C. *Notices.* All notices and other communications required or permitted hereunder shall be in writing and shall be mailed by registered or certified mail, postage prepaid, sent by facsimile or electronic mail or otherwise delivered by hand or by messenger addressed to the applicable party's address as stated on the signature pages hereto, as may be updated in accordance with the provisions hereof.

D. *Amendment; Waiver.* This Agreement may not be amended, nor any provision herein waived, without the prior written consent of the party against whom such amendment or waiver is to be enforced. A party's failure to enforce any provision of this Agreement shall not in any way be construed as a waiver of any such provision, nor prevent that party from hereafter enforcing any other provision of this Agreement. The rights granted to the parties hereunder are cumulative and shall not constitute a waiver of a party's right to assert any other legal remedy available to it.

E. *Severability.* Should any provision of this Agreement be found to be illegal or unenforceable, the other provisions shall nevertheless remain effective and shall remain enforceable to the greatest extent permitted by law.

F. *Interpretation.* Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in the construction or interpretation of this Agreement.

G. *Counterparts.* This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same agreement. Facsimile or other electronic copies of signed signature pages shall be binding originals.

*[Signature Pages Follow]*

The parties represent that they have read this Agreement in its entirety, have had an opportunity to obtain the advice of counsel prior to executing this Agreement and fully understand this Agreement.

**TRANSFEROR:**

INES CROSBY

\_\_\_\_\_

**TRANSFEROR:**

PASKENTA ENTERPRISES CORPORATION

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**COMPANY:**

By: \_\_\_\_\_

Name: Adam J. Altman

Title: Chief Executive Officer

**EXHIBIT A**

**ASSIGNMENT SEPARATE FROM STOCK CERTIFICATES**

**FOR VALUE RECEIVED**, the undersigned hereby transfers and assigns on November \_\_, 2020 unto Paskenta Enterprises Corporation 56,572 shares of Series 1 Preferred Stock of Hover Inc., a Delaware corporation (the "**Company**"), standing in the undersigned's name on the books of the Company and represented by the following certificate numbers and does hereby irrevocably constitute and appoint the CEO of the Company to transfer such shares on the books of the Company with full power of substitution:

<u>Certificate Nos.</u>	<u>No. of Shares of Series 1 Preferred Stock</u>
PS1-016-A	37,313
PS1-016-B	19,259

**TRANSFEROR:**

**AGREED AND ACKNOWLEDGED BY  
TRANSFeree:**

**INES CROSBY**

**PASKENTA ENTERPRISES CORPORATION**

\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT B-1**

**Form of Joinder Agreement to Third Amended and Restated Investors' Rights Agreement**

## JOINDER AGREEMENT

This Joinder Agreement (“**Joinder**”) is executed on November \_\_, 2020, by the undersigned (“**Holder**”) pursuant to the terms of that certain Third Amended and Restated Investors’ Rights Agreement dated as of September 24, 2020 (the “**Agreement**”), by and among the Company and certain of its stockholders, as such Agreement may be amended or amended and restated hereafter. Capitalized terms used but not defined in this Joinder shall have the respective meanings ascribed to such terms in the Agreement. By the execution of this Joinder, Holder agrees as follows.

1.1 Acknowledgement. Holder acknowledges that Holder is acquiring shares of Series 1 Preferred Stock of the Company (the “**Stock**”) in an assignment and transfer from an Investor in accordance with Subsection 6.1(i) of the Agreement, in which case Holder will be an “Investor” for all purposes of the Agreement.

1.2 Agreement. Holder hereby (a) agrees that the Stock, and any other shares of capital stock or securities required by the Agreement to be bound thereby, shall be bound by and subject to the terms of the Agreement and (b) adopts the Agreement with the same force and effect as if Holder were originally a party thereto with respect to the Stock.

1.3 Notice. Any notice required or permitted by the Agreement shall be given to Holder at the address or facsimile number listed below Holder’s signature hereto.

[signature page follows]

**HOLDER:**

PASKENTA ENTERPRISES CORPORATION

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ACCEPTED AND AGREED:**

**HOVER INC.**

By: \_\_\_\_\_

Name: Adam J. Altman

Title: Chief Executive Officer



**EXHIBIT B-2**

**Form of Joinder Agreement to Third Amended and Restated Right of First Refusal and Co-Sale Agreement**

## JOINDER AGREEMENT

This Joinder Agreement (“**Joinder**”) is executed on November \_\_, 2020, by the undersigned (“**Holder**”) pursuant to the terms of that certain Third Amended and Restated Right of First Refusal and Co-Transfer Agreement dated as of September 24, 2020 (the “**Agreement**”), by and among the Company and certain of its stockholders, as such Agreement may be amended or amended and restated hereafter. Capitalized terms used but not defined in this Joinder shall have the respective meanings ascribed to such terms in the Agreement. By the execution of this Joinder, Holder agrees as follows.

1.1 Acknowledgement. Holder acknowledges that Holder is acquiring shares of Series 1 Preferred Stock of the Company (the “**Stock**”) in an assignment and transfer from an Investor in accordance with Subsection 6.9(c) of the Agreement, in which case Holder will be an “Investor” for all purposes of the Agreement with respect to the Stock.

1.2 Agreement. Holder hereby (a) agrees that the Stock, and any other shares of capital stock or securities required by the Agreement to be bound thereby, shall be bound by and subject to the terms of the Agreement and (b) adopts the Agreement with the same force and effect as if Holder were originally a party thereto with respect to the Stock.

1.3 Notice. Any notice required or permitted by the Agreement shall be given to Holder at the address or facsimile number listed below Holder’s signature hereto.

[signature page follows]

**HOLDER:**

PASKENTA ENTERPRISES CORPORATION

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ACCEPTED AND AGREED:**

**HOVER INC.**

By: \_\_\_\_\_

Name: Adam J. Altman

Title: Chief Executive Officer

[Signature Page to Joinder Agreement  
(Third Amended and Restated Right of First Refusal and Co-Sale Agreement)]

**EXHIBIT B-3**

**Form of Adoption Agreement to Third Amended and Restated Voting Agreement**

### ADOPTION AGREEMENT

This Adoption Agreement (“**Adoption Agreement**”) is executed on November \_\_, 2020, by the undersigned (“**Holder**”) pursuant to the terms of that certain Amended and Restated Voting Agreement dated as of September 24, 2020 (the “**Agreement**”), by and among the Company and certain of its Stockholders, as such Agreement may be amended or amended and restated hereafter. Capitalized terms used but not defined in this Adoption Agreement shall have the respective meanings ascribed to such terms in the Agreement. By the execution of this Adoption Agreement, Holder agrees as follows.

1.1 Acknowledgement. Holder acknowledges that Holder is acquiring shares of Series 1 Preferred Stock of the Company (the “**Stock**”), for one of the following reasons (Check the correct box):

- As a transferee of Shares from a party in such party’s capacity as an “Investor” bound by the Agreement, and after such transfer, Holder shall be considered an “Investor” and a “Stockholder” for all purposes of the Agreement with respect to the Stock.
- As a transferee of Shares from a party in such party’s capacity as a “Key Holder” bound by the Agreement, and after such transfer, Holder shall be considered a “Key Holder” and a “Stockholder” for all purposes of the Agreement.
- As a new Investor in accordance with Subsection 7.1(a) of the Agreement, in which case Holder will be an “Investor” and a “Stockholder” for all purposes of the Agreement.
- In accordance with Subsection 7.1(b) of the Agreement, as a new party who is not a new Investor, in which case Holder will be a “Stockholder” for all purposes of the Agreement.

1.2 Agreement. Holder hereby (a) agrees that the Stock, and any other shares of capital stock or securities required by the Agreement to be bound thereby, shall be bound by and subject to the terms of the Agreement and (b) adopts the Agreement with the same force and effect as if Holder were originally a party thereto with respect to the Stock.

1.3 Notice. Any notice required or permitted by the Agreement shall be given to Holder at the address or facsimile number listed below Holder’s signature hereto.

[signature page follows]

**HOLDER:**

PASKENTA ENTERPRISES CORPORATION

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ACCEPTED AND AGREED:**

**HOVER INC.**

By: \_\_\_\_\_

Name: Adam J. Altman

Title: Chief Executive Officer