

VCA PLATFORMS LLC

EDUCATION PLATFORM

ASSET PURCHASE & TRANSFER AGREEMENT

Document ID: VCA-PLAT-012 | Status: Draft — Effective Upon Closing

This Asset Purchase & Transfer Agreement (the "Agreement") is entered into by and between BMV Holdings LLC ("Seller" or "Assignor") and VCA Platforms LLC, a New Jersey limited liability company ("Buyer"). It implements the agreed acquisition of the RENU + VCA Education Platform software/product assets for \$100,000 from within the \$3,000,000 capitalization. The final asset schedule and technical transfer record will establish the precise transferred assets, excluded assets and third-party dependencies.

1. PURCHASE AND SALE

1.1 Acquired Assets. At Closing, Seller will sell, assign, transfer and deliver to Buyer all of Seller's right, title and interest in the Education Platform assets specifically identified in the Education Platform Acquired Asset Schedule, VCA-PLAT-013.

1.2 Purchase Price. The purchase price is \$100,000, payable from within the agreed \$3,000,000 capitalization at Closing.

1.3 No Additional Purchase Price. Except for obligations expressly stated in the definitive transaction package, the \$100,000 purchase price constitutes the agreed acquisition consideration for the scheduled Education Platform assets.

1.4 Closing Condition. No transfer of title occurs before Closing and payment or other satisfaction of the agreed purchase-price condition.

2. ACQUIRED ASSET CATEGORIES

2.1 Software / Product Assets. The Acquired Assets may include the scheduled application source code, product logic, interfaces, schemas, configurations, workflows, documentation, designs, specifications and other software/product materials constituting the Education Platform.

2.2 Platform Experience. The scheduled platform experience may include learner onboarding, learner profiles, personalized learning functionality, career-pathway functionality, AI career-coach integration, Career Passport functionality, digital credential/badge functionality, employer-facing functionality, job-matching functionality, career action-plan functionality and related product flows to the extent actually contained in and owned as part of the transferred platform.

2.3 Technical Records. Transferred technical records may include repository mappings, deployment instructions, environment specifications, architecture documentation, database/schema documentation, dependency manifests and other materials specifically identified in the Acquired Asset Schedule.

2.4 Brand / Product Materials. Any Education Platform-specific names, designs, product copy, graphics or other brand/product materials are transferred only to the extent expressly identified in VCA-PLAT-013 and owned or transferable by Seller.

3. EXCLUDED ASSETS

3.1 BMV Retained IP. BMV pre-existing Governance & Infrastructure IP and other BMV assets not expressly identified as Acquired Assets remain excluded and are governed, where applicable, by the BMV umbrella license.

3.2 Kayla. Kayla intellectual property is excluded from this Agreement and is governed by the separate Kayla acquisition and residual documents.

3.3 Third-Party Property. Third-party software, APIs, models, libraries, SaaS products, hosting, data, content, fonts, media and other third-party property are not sold merely because they are used by or integrated with the Education Platform.

3.4 Accounts and Credentials. Third-party accounts, subscriptions and credentials transfer only where expressly transferable and identified. Secrets and credentials will be handled through controlled access procedures rather than printed in this Agreement.

4. TITLE, DELIVERY AND ACCEPTANCE

4.1 Title. Upon Closing, Seller transfers the scheduled Acquired Assets to Buyer worldwide and perpetually, free of any Seller-created lien or encumbrance except as expressly disclosed in the definitive transaction package.

4.2 Delivery. Delivery will occur through the controlled digital transfer room and may include repository access, source snapshots, technical documentation, asset schedules, dependency records and other transfer evidence.

4.3 Technical Verification. The parties may use repository-analysis tooling, including Codex-assisted procedures, to inventory and reconcile technical assets. Automated results remain subject to human review and confirmation.

4.4 Acceptance. Final technical delivery and acceptance may be evidenced through the Technical Asset Transfer & Acceptance Certificate and related closing records.

5. REPRESENTATIONS AND COVENANTS

5.1 Authority. Seller represents at Closing that it has authority to transfer the assets identified as Seller-owned Acquired Assets.

5.2 Ownership Classification. Seller will not knowingly classify third-party property as Seller-owned intellectual property.

5.3 Further Assurances. Following Closing, the parties will execute reasonable confirmatory instruments necessary to evidence the transfer already contemplated by this Agreement, without materially changing the agreed commercial terms.

6. RELATIONSHIP TO FINAL AGREED TERMS

6.1 Implementation. This Agreement implements the applicable Education Platform acquisition provisions of the executed Final Agreed Terms Schedule.

6.2 No Renegotiation. This Agreement is intended to document and implement, not renegotiate or materially alter, the agreed commercial terms.

6.3 Related Schedule. VCA-PLAT-013, Education Platform — Acquired Asset Schedule, is incorporated into this Agreement upon final execution.

7. EFFECTIVENESS

7.1 Pre-Closing Status. Until Closing, this Agreement and the related transfer records may be maintained as execution-ready transaction documents.

7.2 Effective Upon Closing. The transfer provisions become operative upon Closing and satisfaction of the applicable purchase-price and closing conditions.

7.3 Post-Closing Status. Following Closing and confirmed delivery, the applicable transfer record may be marked ACTIVE — ACQUIRED BY VCA PLATFORMS LLC.

8. SIGNATURES

The parties intend to execute this Agreement as part of the definitive VCA Platforms LLC transaction package.

SELLER / ASSIGNOR - BMV HOLDINGS LLC By: _____ Name: Vince Carol Title: Authorized Representative Date: _____	BUYER — VCA PLATFORMS LLC By: _____ Name: Vince Carol Title: Founder / Chief Executive Officer Date: _____
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ACKNOWLEDGED AND APPROVED — ACORN CAPITAL HOLDINGS LLC

By: _____
Name: Duane F. Guilford
Title: Authorized Representative
Date: _____