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**SECURITIES AND EXCHANGE COMMISSION**  
Washington, D.C. 20549

**SCHEDULE 13D**

Under the Securities Exchange Act of 1934

(Amendment No. 10)\*

**CLEARONE INC**

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(Name of Issuer)

**Common Stock**

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(Title of Class of Securities)

**18506U203**

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(CUSIP Number)

**Edward Dallin Bagley**  
**2350 Oakhill Drive,**  
**Salt Lake City, UT, 84121**  
**801 573-8227**

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(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)

**10/30/2025**

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(Date of Event Which Requires Filing of This Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§ 240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

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**SCHEDULE 13D**

**CUSIP No.** 18506U203

Name of reporting person

1

BAGLEY EDWARD D

2

Check the appropriate box if a member of a Group (See Instructions)

(a)

(b)

3 SEC use only  
Source of funds (See Instructions)

4 PF  
Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e)

5   
Citizenship or place of organization

6 UNITED STATES

Sole Voting Power

7

143,224.00

Number of Shares Beneficially

Shared Voting Power

8

Owned by Each Reporting

0.00

Sole Dispositive Power

9

Person With:

143,224.00

Shared Dispositive Power

10

0.00

Aggregate amount beneficially owned by each reporting person

11 143,224.00

Check if the aggregate amount in Row (11) excludes certain shares (See Instructions)

12   
Percent of class represented by amount in Row (11)

13 8.2 %

Type of Reporting Person (See Instructions)

14 IN

**Comment for Reporting Person:** (1) Includes options to purchase 2,556 shares of common stock beneficially owned by Mr. Bagley as of November 24, 2025. (2) Excludes 23,684 shares of common stock that are beneficially owned by Mr. Bagley's spouse. Mr. Bagley disclaims beneficial ownership of these shares pursuant to Rule 13d-4. (3) Calculated based on 1,734,250 issued and outstanding shares of common stock as of November 13, 2025 and assuming the exercise of all of the options and warrants described in note (1) above.

## SCHEDULE 13D

Item 1. Security and Issuer

Title of Class of Securities:

(a) Common Stock

Name of Issuer:

(b) CLEARONE INC

Address of Issuer's Principal Executive Offices:

(c) 5225 WILEY POST WAY, SUITE 500, SALT LAKE CITY, UTAH , 84116.

**Item 1 Comment:** This Amendment No. 10 (this "Amendment") is being filed as an amendment to the initial statement on Schedule 13D of the reporting person relating to the common stock, par value \$0.001 per share (the "Common Stock"), of ClearOne Inc., a Delaware corporation (the "Company"), as filed with the Securities and Exchange Commission (the "SEC") on May 29, 2009, as previously amended through the date hereof (the "Schedule 13D"). The Company's principal executive offices are located at 5225 Wiley Post Way, Suite 500, Salt Lake City, Utah 84116. This

Amendment amends and supplements the information set forth in the Schedule 13D as follows: Item 5 of the Schedule 13D is hereby amended and supplemented to read as follows:

Item 5. Interest in Securities of the Issuer

(a) After giving effect to Mr. Bagley's sale of 700,000 shares of Common Stock for a sale price of \$3.00 per share to First Finance, Ltd. in a private placement transaction on November 24, 2025, Mr. Bagley beneficially owned 140,668 shares of the Company's issued and outstanding shares of Common Stock and options to purchase 2,556 shares of the Company's Common Stock, representing 8.2% of the issued and outstanding shares of the Company's Common Stock as of November 24, 2025 and assuming the exercise by Mr. Bagley of all of his options. The percentage of beneficial ownership of Mr. Bagley set forth in this Schedule 13D are based on 1,734,250 shares of issued and outstanding common stock as of November 15, 2025, as reported in the Company's Quarterly Report on Form 10-Q as filed with the SEC on November 14, 2025. Mr. Bagley may be deemed to own 23,684 shares of common stock that his spouse owns individually. Mr. Bagley, however, disclaims beneficial ownership of these shares pursuant to Rule 13d-4.

(b) Mr. Bagley has the sole power to vote or to direct the vote of 140,668 shares of the Company's Common Stock, and the sole power to dispose or to direct the disposition of, 140,668 shares of the Company's Common Stock, and has sole voting and investment power with respect to Shares issuable upon exercise of options to purchase 2,556 shares.

(c) Subsequent to the filing of the Schedule 13D as previously amended, the Reporting Persons engaged in the following transactions with respect to the Company's securities: \* On September 17, 2025, Mr. Bagley sold warrants to purchase 18,940 shares of the Company's Common Stock to the Company for a purchase price of \$0.6504 per warrant pursuant to a warrant repurchase agreement between Mr. Bagley and the Company; \* On November 24, 2025, Mr. Bagley sold 700,000 shares of Common Stock for \$3.00 per share to First Finance Ltd., an affiliate of the Company (the "Purchaser"), in a privately negotiated transaction.

Item 6. Contracts, Arrangements, Understandings or Relationships With Respect to Securities of the Issuer

On September 17, 2025, Mr. Bagley entered into a warrant purchase agreement with the Company in connection with the Company's repurchase of 18,940 warrants beneficially owned by Mr. Bagley for a purchase price of \$0.6504 per warrant as further described in the Company's Current Report on Form 8-K as filed with the SEC on September 18, 2025. On October 30, 2025, Mr. Bagley entered into a securities purchase agreement (the "Purchase Agreement") with the Purchaser pursuant to which Mr. Bagley completed the sale 700,000 shares of Common Stock to the Purchaser on November 24, 2025. Concurrently with the entry into the Purchase Agreement, Mr. Bagley and the Purchaser also entered into a voting agreement dated October 30, 2025 (the "Voting Agreement") that provided for Mr. Bagley to vote in favor of any proposals at a special or annual meeting of the Company's stockholders to approve the transactions contemplated under the Purchase Agreement under any applicable Nasdaq listing standards, if any.

Item 7. Material to be Filed as Exhibits.

10.1 Warrant Repurchase Agreement dated September 17, 2025 by and between the Company and Edward D. Bagley (filed as Exhibit 10.1 to the Company's Current Report on Form 8-K and incorporated herein by reference). 10.2 Securities Purchase Agreement dated as of October 30, 2025 by and between Edward D. Bagley and First Finance Ltd. 10.3 Voting Agreement dated as of October 30, 2025 by and between Edward D. Bagley and First Finance Ltd.

SIGNATURE

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

BAGLEY EDWARD D

Signature: /s/ Edward D. Bagley

Name/Title: Edward D. Bagley

Date: 11/26/2025

# Voting Agreement

This Voting Agreement (this "**Agreement**"), dated as of October 30, 2025, is entered into by and between the undersigned stockholder ("**Stockholder**") of CLEARONE INC. (the "**Company**"), and FIRST FINANCE LTD., ("**Purchaser**"). Purchaser and Stockholder are each sometimes referred to herein individually as a "**Party**" and collectively as the "**Parties**."

WHEREAS, concurrently with or following the execution of this Agreement, the Purchaser, and Stockholder, have entered, or will enter, into an agreement to sell, the ("**SPA**"), 700,000 shares of common stock of the Company ("**Company Common Stock**").

WHEREAS, in order to induce Purchaser to enter into SPA, Stockholder is willing to make certain representations, warranties, covenants, and agreements as set forth in this Agreement with respect to the shares of common stock, of the Company, Beneficially Owned (as defined below) by Stockholder and set forth below Stockholder's signature on the signature page hereto (the "**Purchased Shares**"); and

WHEREAS, as a condition to its willingness to enter into the SPA, Purchaser has required that Stockholder, and Stockholder has agreed to, execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants, and agreements set forth below and for other good and valuable consideration, the receipt, sufficiency, and adequacy of which are hereby acknowledged, the Parties hereto, intending to be legally bound, do hereby agree as follows:

## 1. **Definitions.**

For purposes of this Agreement, the following terms shall have the meanings assigned to them in this Section 1.

(a) "**Beneficially Own**" or "**Beneficial Ownership**" has the meaning assigned to such term in Rule 13d-3 under the Exchange Act, and a Person's beneficial ownership of securities shall be calculated in accordance with the provisions of such rule (in each case, irrespective of whether or not such rule is actually applicable in such circumstance). For the avoidance of doubt, "Beneficially Own" and "Beneficial Ownership" shall also include record ownership of securities.

(b) "**Beneficial Owner**" shall mean the Person who Beneficially Owns the referenced securities.

## 2. Representations of Stockholder.

Stockholder hereby represents and warrants to Purchaser that:

(a) **Ownership of Shares.** Stockholder: (i) is the Beneficial Owner of, and has good and marketable title to, all of the Purchased Shares, free and clear of any proxy, voting restriction, adverse claim, or other liens, other than those created by this Agreement or under applicable federal or state securities laws; and (ii) has the sole voting and sole disposition power over all of the Purchased Shares. Except pursuant to this Agreement, there are no options, warrants, or other rights, agreements, arrangements, or commitments of any character to which Stockholder is a party relating to the pledge, disposition, or voting of any of the Purchased Shares and there are no voting trusts or voting agreements with respect to the Purchased Shares.

(b) **Disclosure of All Shares Owned.** Stockholder does Beneficially Own additional shares of Company Common Stock other than the Purchased Shares, to which are not subject to or included in this Agreement.

(c) **Power and Authority; Binding Agreement.** Stockholder has full authority to enter into, execute, and deliver this Agreement and to perform fully Stockholder's obligations hereunder. This Agreement has been duly and validly executed and delivered by Stockholder and constitutes the legal, valid, and binding obligation of Stockholder, enforceable against Stockholder in accordance with its terms.

(d) **No Conflict.** The execution and delivery of this Agreement by Stockholder does not, and the consummation of the transactions contemplated hereby and the compliance with the provisions hereof will not, conflict with or violate any law applicable to Stockholder or result in any breach or violation of, or constitute a default (or an event that with notice or lapse of time or both would become a default) under, or give to others any rights of termination, amendment, acceleration, or cancellation of, or result in the creation of any lien on any of the Shares pursuant to, any agreement or other instrument or obligation (including organizational documents) binding upon Stockholder or any of the Shares.

(e) **No Consents.** No consent, approval, order, or authorization of, or registration, declaration, or filing with, any governmental entity or any other person on the part of Stockholder is required in connection with the valid execution, delivery, or performance of this Agreement. For the avoidance of doubt, no consent of Stockholder's spouse is necessary under any "community property" or other laws in order for Stockholder to enter into and perform its obligations under this Agreement.

(f) **No Litigation.** There is no action, suit, investigation, or proceeding (whether judicial, arbitral, administrative, or otherwise) (each an "Action") pending against, or, to the knowledge of Stockholder, threatened against or affecting, Stockholder that could reasonably be expected to materially impair or materially adversely affect the ability of Stockholder to perform Stockholder's obligations hereunder or to consummate the transactions contemplated by this Agreement on a timely basis.

3. **Agreement to Vote Shares; Agreement to Vote and Approve.** Stockholder irrevocably and unconditionally agrees during the term of this Agreement, at any annual or special meeting of the Company called with respect to the following matters, and at every adjournment or postponement thereof, and for every action or approval by written consent or consents of the Company stockholders with respect to any of the following matters, to:

(i) appear at such meeting or otherwise cause the Purchased Shares to be counted as present thereat for purposes of calculating a quorum, and respond to each request by the Company for any such written consent; and

(ii) vote or cause the holder of record to vote the Purchased Shares in favor of (1) any shareholder approval provisions that may or may not be required under the Nasdaq change of control provisions as result of the transfer of the Purchased Shares, and (2) any proposal to adjourn or postpone such meeting of stockholders of the Company to a later date if there are not sufficient votes to approve the required change of control provision or other transactions contemplated to consummate the sale of, and beneficial ownership registration of the Purchased Shares.

4. **Transfer and Encumbrance.**

Stockholder agrees that during the term of this Agreement, Stockholder will not, directly or indirectly, transfer, sell, offer, exchange, assign, gift, pledge, convey any legal or Beneficial Ownership interest in, or otherwise dispose of (by merger (including by conversion into securities or other consideration), by tendering into any tender or exchange offer, by testamentary disposition, by operation of law, or otherwise), or encumber (each, a "**Transfer**"), any of the Purchased Shares or enter into any contract, option, or other agreement with respect to, or consent to, a Transfer of any of the Purchased Shares or Stockholder's voting or economic interest therein. Any attempted Transfer of the Purchased Shares or any interest therein in violation of this Section 4 shall be null and void.

5. **Termination.**

This Agreement shall terminate upon the earliest to occur of (the "**Expiration Time**"): (a) the date on which the Purchased Shares are registered in the name of the Purchaser in book form with the Company's transfer agent and there no outstanding shareholder actions, votes, or shareholder record dates declared by the Company; (b) one business day immediately following any shareholder votes or consent resolutions or other shareholder votes initiated by the Company for which the Stockholder was still the beneficial owner of the Purchased shares and subsequently the Purchased Shares are now registered in the name of the Purchaser in book form with the Company's transfer agent; and (c) the termination of this Agreement by mutual written consent of the Parties; provided, however, that (i) this Section 5 shall survive the termination of this Agreement and remain in full force and effect, and (ii) nothing in this Section 5 shall relieve or otherwise limit the liability of any Party for any intentional breach of this Agreement prior to such termination.

**6. Further Assurances.**

Stockholder agrees, from time to time, and without additional consideration, to execute and deliver such additional proxies, documents, and other instruments and to take all such further action as Purchaser may reasonably request to consummate and make effective the transactions contemplated by this Agreement.

**7. Stop Transfer Instructions.**

At all times commencing with the execution and delivery of this Agreement and continuing until the Expiration Time, in furtherance of this Agreement, Stockholder hereby authorizes the Company or its counsel to notify the Company's transfer agent that there is a stop transfer order with respect to all of the Purchased Shares (and that this Agreement places limits on the voting and transfer of the Purchased Shares), subject to the provisions hereof and provided that any such stop transfer order and notice will immediately be withdrawn and terminated by the Company following the Expiration Time.

**8. Specific Performance.**

Each Party hereto acknowledges that it will be impossible to measure in money the damage to the other Party if a Party fails to comply with any of the obligations imposed by this Agreement, that every such obligation is material and that, in the event of any such failure, the other Party will not have an adequate remedy at law or in damages. Accordingly, each Party agrees that injunctive relief or other equitable remedy, in addition to remedies at law or damages, is the appropriate remedy for any such failure and will not oppose the seeking of such relief on the basis that the other Party has an adequate remedy at law. Each Party hereto agrees that it will not seek, and agrees to waive any requirement for, the securing or posting of a bond in connection with the other Party's seeking or obtaining such equitable relief.

**9. Entire Agreement.**

This Agreement supersedes all prior agreements, written or oral, between the Parties with respect to the subject matter hereof and contains the entire agreement between the Parties with respect to the subject matter hereof. This Agreement may not be amended or supplemented, and no provisions hereof may be modified or waived, except by an instrument in writing signed by both Parties. No waiver of any provisions hereof by either Party shall be deemed a waiver of any other provisions hereof by such Party, nor shall any such waiver be deemed a continuing waiver of any provision hereof by such Party.

**10. Notices.**

All notices, requests, consents, claims, demands, waivers, and other communications hereunder shall be in writing and shall be deemed to have been given upon the earlier of: (a) when delivered by hand (providing proof of delivery); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); or (c) on the date sent by email if sent during normal business hours of the recipient, and on the next [Business Day] if sent after normal business hours of the recipient. Such communications must be sent to the respective Parties at the following addresses (or at such other address for a Party as shall be specified in a notice given in accordance with this Section 10):

If to Stockholder, to: Edward D. Bagley  
2350 Oakhill Drive  
Salt Lake City, Utah 84121  
Email: dal.bagley@comcast.net

If to Purchaser to: Andrew Hromyk  
520 Newport Center Dr Ste 650  
Newport Beach, CA, 92660-7041  
Email: ahromyk@firstfinance.com

**11. Miscellaneous.**

(a) **Governing Law; Consent to Jurisdiction.** This Agreement shall be governed by and construed solely and exclusively under and pursuant to the laws of the State of New York as applied to agreements among New York residents entered into and to be performed entirely within New York. The Seller and the Purchaser (i) hereby irrevocably submit to the jurisdiction of the United States District Court sitting in the Southern District of New York and the courts of the State of New York located in New York, New York for the purposes of any suit, action or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby or thereby and (ii) hereby waive, and agrees not to assert in any such suit, action or proceeding, any claim that it is not personally subject to the jurisdiction of such court, that the suit, action or proceeding is brought in an inconvenient forum or that the venue of the suit, action or proceeding is improper. The Seller and the Purchaser consent to process being served in any such suit, action or proceeding by mailing a copy thereof to such party at the address in effect for notices to it under this Agreement and agrees that such service shall constitute good and sufficient service of process and notice thereof.

(b) **Waiver of Jury Trial.** EACH PARTY HEREBY EXPRESSLY WAIVES ANY RIGHT TO A TRIAL BY JURY IN THE EVENT OF ANY SUIT, ACTION OR PROCEEDING TO ENFORCE THIS AGREEMENT OR ANY OTHER ACTION OR PROCEEDING WHICH MAY ARISE OUT OF OR IN ANY WAY BE CONNECTED WITH THIS AGREEMENT OR ANY OF THE OTHER DOCUMENTS.

(c) **Expenses.** Except as otherwise set forth below, each of the parties to this Agreement shall bear its own costs and expenses incurred in connection with the negotiation, preparation, execution and closing of this Agreement and the transactions contemplated hereby.

(d) **Severability.** The provisions of this Agreement are severable and, in the event that any court of competent jurisdiction shall determine that any one or more of the provisions or part of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision or part of a provision of this Agreement and such provision shall be reformed and construed as if such invalid or illegal or unenforceable provision, or part of such provision, had never been contained herein, so that such provisions would be valid, legal and enforceable to the maximum extent possible.

(e) **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which shall constitute one and the same document. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a data file, such signature shall create a valid and binding obligation of the executing party (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or data file signature page were an original thereof.

(f) **Binding Effect & Assignment.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective permitted successors, assigns, estates and heirs; but neither this Agreement nor any of the rights, benefits or obligations hereunder shall be assigned, by operation of law or otherwise, by any party hereto without the prior written consent of the other party. Nothing in this Agreement, express or implied, is intended to confer upon any person or entity other than the parties hereto and their respective permitted successors and assigns, any rights, benefits or obligations hereunder.

(g) **No Third-Party Beneficiaries.** Nothing in this Agreement, express or implied, is intended to or shall confer upon any person, other than the Parties and their respective successors and permitted assigns, any legal or equitable right, benefit, or remedy of any nature under or by reason of this Agreement.

IN WITNESS WHEREOF, the Parties have executed and delivered this Agreement as of the date first written above.

**Seller**  
**EDWARD D. BAGLEY**  
/s/ **EDWARD D. BAGLEY**

Address for Notice:

**Purchaser**  
**FIRST FINANCE**  
**LTD.**

By: /s/ **Andrew**  
**A. Hromyk**

Name: **Andrew A.**  
**Hromyk**

Title: **Director**

## SECURITIES PURCHASE AGREEMENT

This SECURITIES PURCHASE AGREEMENT (the “**Agreement**”) is made and entered into as of October 30, 2025 (the “**Effective Date**”), by and between FIRST FINANCE LTD. (the “**Purchaser**”) and Edward D. Bagley (the “**Seller**”).

### RECITALS

**WHEREAS**, the Seller is the sole direct and indirect beneficial owner of 700,000 shares (the “**Shares**”) of common stock of ClearOne, Inc., a Delaware corporation (the “**Company**”), par value \$0.001 per share (the “**Common Stock**”), and as of the Closing Date (as defined below), the Seller shall be the sole record owner of the Shares; and

**WHEREAS**, the Seller desires to sell to the Purchaser, and the Purchaser desires to purchase from the Seller, the Shares (the “**Share Acquisition**”), upon the terms and subject to the conditions set forth herein.

### AGREEMENT

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants contained herein, the parties agree as follows:

### CERTAIN DEFINITIONS

As used herein, each of the following terms has the meaning set forth below, unless the context otherwise requires:

“**Laws**” mean any laws, rules or regulations of any federal, state or local government or any governmental or quasi-governmental agency, bureau, commission, instrumentality or judicial body (including, without limitation, any federal or state securities law, regulation, rule or administrative order).

“**Liens**” means any lien, charge, mortgage interest, adverse claim, pledge, security interest, encumbrance, right of first refusal, preemptive right or other restrictions or limitations whatsoever.

### ARTICLE I

#### SALE AND PURCHASE OF THE SHARES

**1.1 Sale and Purchase of Shares.** On the terms and subject to the conditions of this Agreement, at the Closing (as defined in Section 2.1 hereof), the Sellers shall sell, convey, assign, transfer and deliver to the Purchaser, and the Purchaser shall purchase, acquire and accept delivery of, the Shares, free and clear of any and all Liens.

**1.2 Purchase Price.** In consideration for the sale, transfer, assignment, conveyance and delivery by the Sellers to the Purchaser of the Shares, the Purchaser shall pay to the Sellers total consideration of \$2,100,000, representing a price per share of \$3.00 (collectively, the “**Purchase Price**”).

## **ARTICLE II**

### **CLOSING**

**2.1 Closing.** Subject to the conditions stated in **Article V** of this Agreement, the closing of the transactions contemplated hereby (the “**Closing**”) shall be held at 10:00 a.m., Eastern time, on November 3, 2025 or, if the conditions set forth in **Article 5** have not been satisfied or waived on such date, on the first (1<sup>st</sup>) business day after all such conditions shall have been satisfied or waived, at the offices of Sichenzia Ross Ference Carmel LLP, 1185 Avenue of the Americas, 31<sup>st</sup> Floor, NY, NY 10036. The date upon which the Closing occurs is hereinafter referred to as the “**Closing Date**.”

**2.2 Payment of Purchase Price; Delivery of Shares; Other Closing Deliverables.** On the Closing Date, the Seller shall deliver to the Purchaser the Shares pursuant to instructions provided by the Purchaser. The Purchase Price shall be paid to the Seller by the Purchaser on or before the Closing Date.

**2.3 Termination in Absence of Closing.** This Agreement may be terminated at any time by mutual consent of the parties hereto, provided that such consent to terminate is in writing and is signed by all of the parties hereto.

## **ARTICLE III**

### **REPRESENTATIONS AND WARRANTIES OF THE SELLER**

The Seller hereby makes the following representations and warranties to the Purchaser, as of the date hereof and as of the Closing Date, which may be relied on by any subsequent purchasers of the Purchaser’s capital stock and their counsel:

**3.1 Authority, Approval and Enforceability.** This Agreement has been duly executed and delivered by the Seller. The Seller has all requisite power and legal capacity to execute and deliver this Agreement, to consummate the transactions contemplated hereby, and to perform its obligations hereunder. This Agreement constitutes, or upon execution and delivery will constitute, the legal, valid and binding obligation of such party, enforceable in accordance with its terms.

**3.2 Ownership of Shares.** As of the date hereof, the Seller is the sole direct and indirect beneficial owner of the Shares, and as of the Closing Date the Seller shall be the sole record holder of the Shares, in each case free and clear of any restrictions on transfer (other than any restrictions under applicable state or federal securities laws), taxes, Liens, options, warrants, contracts, commitments, equities, claims, and demands. The Seller is not a party to any option, warrant, purchase right, or other contract or commitment (other than this Agreement) that could require the Sellers to sell, transfer, or otherwise dispose of any of the Shares. Delivery of the Shares will convey to the Purchaser good and marketable title to such Shares, free and clear of all Liens. Upon the Closing, neither the Seller nor any third party will have any rights whatsoever with respect to the Shares.

**3.3 No Default or Consents.** Neither the execution and delivery of this Agreement by the Seller nor his carrying out of the transactions contemplated hereby will:

- (a) violate any Laws applicable to the Seller;
- (b) result in the creation of any Lien; or
- (c) require the Seller to obtain or make any waiver, consent, action, approval or authorization of, or registration, declaration, notice or filing with, any private non-governmental third party or any governmental authority.

**3.4 No Proceedings.** There is no private or governmental action, suit, proceeding, claim, arbitration or investigation pending before any agency, court or tribunal, foreign or domestic, or, to the Sellers’ knowledge, threatened against the Seller or any of the Seller’s properties. There is no judgment, decree or order against the Seller that could prevent, enjoin, alter or delay any of the transactions contemplated by this Agreement.

**3.5 No Claims.** There are no material claims, actions, suits, proceedings, inquiries, labor disputes or investigations pending or, to the Seller’s knowledge, threatened against the Seller or any of its assets, at law or in equity or by or before any governmental entity or in arbitration or mediation. No bankruptcy, receivership or debtor relief proceedings are pending or, to the Sellers’ knowledge, threatened against the Sellers.

**3.6 Compliance with Laws.** The Seller has complied with, is not in violation of, and has not received any notices of violation with respect to, any federal, state, local or foreign Law, judgment, decree, injunction or order, applicable to it, the conduct of its business, or the ownership or operation of its business.

**3.7 Knowledge.** The Seller is aware of the Company’s business affairs and financial condition and has reached an informed and knowledgeable decision to sell the Shares.

**3.9 Big Boy Representation.** The Seller acknowledges and confirms: that the Purchaser may have, and later may come into possession of, information with respect to the Company, its business affairs and financial condition, its immediate and long term prospects, its resources and ability to raise additional capital as well as its financing and opportunities generally, that is not known to the Seller and that may, if known by the Sellers, be material to a decision to sell the Shares to the Purchaser; that the Seller has determined to sell the Shares notwithstanding its lack of knowledge of the Purchaser information that may be in possession of or may later come into possession of the Purchaser; and the Purchaser shall have no liability to the Seller or any other person or entity, and the Seller waives and releases any claims that it might have against the Purchaser or any other party that is based, in whole or in part, on any disparity in access to the Company, knowledge, information or beliefs, including, without limitation, under any federal or state securities laws, common law or statute, rule or regulation. The Seller further acknowledges and agrees that even in the event of any recapitalization, financing, merger, infusion of cash or incurrence of indebtedness provided by or through the Purchaser, the foregoing provisions shall bar any claim that the Seller was deceived or fraudulently induced into proceeding with a sale of the Shares. The Seller has been made aware of such disparity of information and has received satisfactory answers to any questions the Seller has asked and desires to complete the sale of the Shares contemplated under this Agreement. The Purchaser has no duty, fiduciary or otherwise, to

inform the Seller of any information. The Seller has acknowledged and do acknowledge that as a result of the foregoing possibilities or events, the value of the ownership of the Company represented by the Shares will increase, in certain cases, potentially significantly, that Sellers shall not participate in the appreciation in value of the Shares, and shall have no claim or right to adjustment of the Purchase Price, and neither the Purchaser nor the Company has any obligation to provide the Seller any other or further protection, consideration, value or notification.

**ARTICLE IV**  
**REPRESENTATIONS AND WARRANTIES OF THE PURCHASER**

The Purchaser hereby makes the following representations and warranties to the Seller, as of the date hereof and as of the Closing Date:

**4.1 Authority, Approval and Enforceability.** This Agreement has been duly executed and delivered by the Purchaser. The Purchaser has all requisite power and legal capacity to execute and deliver this Agreement, to consummate the transactions contemplated hereby, and to perform its obligations hereunder. This Agreement constitutes, or upon execution and delivery will constitute, the legal, valid and binding obligation of such party, enforceable in accordance with its terms.

**4.2 No Default or Consents.** Neither the execution and delivery of this Agreement by the Purchaser nor its carrying out of the transactions contemplated hereby will:

- (a) violate any Laws applicable to the Purchaser;
- (b) result in the creation of any Lien; or
- (c) require the Purchaser to obtain or make any waiver, consent, action, approval or authorization of, or registration, declaration, notice or filing with, any private non-governmental third party or any governmental authority.

**4.3 No Proceedings.** There is no private or governmental action, suit, proceeding, claim, arbitration or investigation pending before any agency, court or tribunal, foreign or domestic, or, to the Purchaser's knowledge, threatened against the Purchaser or any of the Purchaser's properties. There is no judgment, decree or order against the Purchaser that could prevent, enjoin, alter or delay any of the transactions contemplated by this Agreement.

**4.4 No Claims.** There are no material claims, actions, suits, proceedings, inquiries, labor disputes or investigations pending or, to the Purchaser's knowledge, threatened against the Purchaser or any of its assets, at law or in equity or by or before any governmental entity or in arbitration or mediation. No bankruptcy, receivership or debtor relief proceedings are pending or, to the Purchaser's knowledge, threatened against the Purchaser.

**4.5 Compliance with Laws.** The Purchaser has complied with, is not in violation of, and has not received any notices of violation with respect to, any federal, state, local or foreign Law, judgment, decree, injunction or order, applicable to it, the conduct of its business, or the ownership or operation of its business.

**4.6 Knowledge.** The Purchaser is aware of the Company's business affairs and financial condition and has reached an informed and knowledgeable decision to buy the Shares.

**4.7 Big Boy Representation.** The Purchaser acknowledges and confirms: that the Seller may have information with respect to the Company, its business affairs and financial condition, its immediate and long term prospects, its resources and ability to raise additional capital as well as its financing and opportunities generally, that is not known to the Purchaser and that may, if known by the Purchaser, be material to a decision to purchase the Shares from the Sellers; that the Purchaser has determined to purchase the Shares notwithstanding its lack of knowledge of the information that may be in possession of the Seller; and the Seller shall have no liability to the Purchaser or any other person or entity, and the Purchaser waives and releases any claims that it might have against the Seller or any other party that is based, in whole or in part, on any disparity in access to the Company, knowledge, information or beliefs, including, without limitation, under any federal or state securities laws, common law or statute, rule or regulation. The Purchaser further acknowledges and agrees that even in the event of any recapitalization, financing, merger, infusion of cash or incurrence of indebtedness provided by or through the Sellers, the foregoing provisions shall bar any claim that the Purchaser was deceived or fraudulently induced into proceeding with a purchase of the Shares. The Purchaser has been made aware of such disparity of information and has received satisfactory answers to any questions the Purchaser has asked and desires to complete the purchase of the Shares contemplated under this Agreement. The Seller has no duty, fiduciary or otherwise, to inform the Purchaser of any information. The Purchaser has acknowledged and does acknowledge that as a result of the foregoing possibilities or events, the value of the ownership of the Company represented by the Shares will decrease, in certain cases, potentially significantly, and shall have no claim or right to adjustment of the Purchase Price, and neither the Seller nor the Company has any obligation to provide the Purchaser any other or further protection, consideration, value or notification.

**4.8 Share Consolidations, etc.** Until 12 months after the Effective Date, the Purchaser will not vote any of Shares of Common Stock held by it to effect a reverse stock split, recapitalization, share consolidation, reclassification or similar transaction affecting the outstanding Common Stock other than pursuant to a recommendation by the Board of Directors of the Company or as may be required to maintain or regain compliance with listing standards of the Nasdaq Capital Market.

**ARTICLE V**  
**CONDITIONS TO CLOSING**

**5.1 Conditions to Obligations of the Parties.** The obligations of each party to carry out the transactions contemplated by this Agreement are subject, at the option of such party, to the satisfaction or waiver by such party of the following conditions:

(a) All representations and warranties of the other party contained in this Agreement shall be true and correct in all material respects at and as of the Closing, and the other party shall have performed and satisfied in all material respects all covenants and agreements required by this Agreement to be performed and satisfied by such party at or prior to the Closing.

(b) As of the Closing Date, no suit, action or other proceeding (excluding any such matter initiated by or on behalf of the Company or either party) shall be pending or threatened before any governmental authority seeking to restrain either party or prohibit the Closing or seeking damages against either party as a result of the consummation of this Agreement.

(c) Any stockholder approval of the sale of the Shares pursuant to this Agreement contemplated by Section 6.1 of this Agreement shall have been obtained and become effective under Delaware law.

(d) The transfer of a portion of the Shares beneficially owned by the Seller held in accounts with Charles Schwab & Co. shall have been registered in the name of Seller in book-entry form with Colonial Stock Transfer & Trust Company, the Company's registrar and transfer agent ("Colonial").

(e) Seller shall have delivered to corporate counsel for the Company, signed instructions (included notarized copies as may be required) addressed to Colonial as of the Closing Date to deliver to the Purchaser the Shares pursuant to instructions provided by the Purchaser.

(f) Seller shall have delivered to counsel for the Company, a signed voting agreement to vote all the purchased shares in accordance with Section 6.1.

**ARTICLE VI**  
**MISCELLANEOUS**

**6.1 Compliance with Nasdaq Listing Standards.** To the extent that the purchase and sale of the Shares pursuant to this Agreement is determined to constitute a change of control, or otherwise requires the approval of the holders of Common Stock, under the rules of the Nasdaq Capital Market, the completion of the transactions contemplated by this Agreement shall be subject to and conditioned upon the Company obtaining such approval. Purchaser and Seller, in their respective capacities as stockholders of the Company, each covenants and agrees to vote all voting shares of the Company's capital stock held by it in favor of the transactions contemplated by this Agreement, including without limitation taking any actions by written consent in lieu of a meeting of stockholders.

**6.2 Entire Agreement; Amendments and Waivers; No Strict Construction.** This Agreement, together with all exhibits attached hereto, constitutes the entire agreement between and among the parties hereto pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties, and there are no warranties, representations or other agreements between the parties in connection with the subject matter hereof except as set forth specifically herein or contemplated hereby. No supplement, modification or waiver of this Agreement shall be binding unless executed in writing by the party to be bound thereby. No course of conduct or dealing or trade usage or custom and no course of performance shall be relied on or referred to by any party to contradict, explain or supplement any provision of this Agreement, it being acknowledged by the parties to this Agreement that this Agreement is intended to be, and is, the complete and exclusive statement of the Agreement with respect to its subject matter. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision hereof (regardless of whether similar), nor shall any such waiver constitute a continuing waiver unless otherwise expressly provided. The language used in this Agreement will be deemed to be the language chosen by the parties with the advice of counsel to express their mutual intent, and no rules of strict construction will be applied against any party.

**6.3 Costs and Expenses.** Except as otherwise set forth below, each of the parties to this Agreement shall bear its own costs and expenses incurred in connection with the negotiation, preparation, execution and closing of this Agreement and the transactions contemplated hereby.

**6.4 Notices.** Any notices, demands, or communications required or permitted hereunder shall be in writing and delivered in person, transmitted by facsimile (confirmation of receipt required), electronic mail (read receipt required), mailed via Federal Express or similar overnight delivery service, by U.S. registered or certified mail (return receipt requested), to the parties at their respective addresses as set forth herein. Any such notices shall be deemed to have been duly given on the earlier of: (i) the date of its confirmed receipt; or (ii) the date that is three (3) days after its mailing as provided herein.

**6.5 Governing Law; Consent to Jurisdiction.** This Agreement shall be governed by and construed solely and exclusively under and pursuant to the laws of the State of New York as applied to agreements among New York residents entered into and to be performed entirely within New York. The Seller and the Purchaser (i) hereby irrevocably submit to the jurisdiction of the United States District Court sitting in the Southern District of New York and the courts of the State of New York located in New York, New York for the purposes of any suit, action or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby or thereby and (ii) hereby waive, and agrees not to assert in any such suit, action or proceeding, any claim that it is not personally subject to the jurisdiction of such court, that the suit, action or proceeding is brought in an inconvenient forum or that the venue of the suit, action or proceeding is improper. The Seller and the Purchaser consent to process being served in any such suit, action or proceeding by mailing a copy thereof to such party at the address in effect for notices to it under this Agreement and agrees that such service shall constitute good and sufficient service of process and notice thereof.

**6.6 Jury Trial; Waiver.** EACH PARTY HEREBY EXPRESSLY WAIVES ANY RIGHT TO A TRIAL BY JURY IN THE EVENT OF ANY SUIT, ACTION OR PROCEEDING TO ENFORCE THIS AGREEMENT OR ANY OTHER ACTION OR PROCEEDING WHICH MAY ARISE OUT OF OR IN ANY WAY BE CONNECTED WITH THIS AGREEMENT OR ANY OF THE OTHER DOCUMENTS.

**6.7 Binding Effect and Assignment.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective permitted successors, assigns, estates and heirs; but neither this Agreement nor any of the rights, benefits or obligations hereunder shall be assigned, by operation of law or otherwise, by any party hereto without the prior written consent of the other party. Nothing in this Agreement, express or implied, is intended to confer upon any person or entity other than the parties hereto and their respective permitted successors and assigns, any rights, benefits or obligations hereunder.

**6.8 Survival; Remedies.** The representations and warranties of the Purchaser and the Seller contained in this Agreement shall survive the Closing Date. The rights and remedies provided by this Agreement are cumulative, and the use of any one right or remedy by any party hereto shall not preclude or constitute a waiver of its right to use any or all other remedies. Such rights and remedies are given in addition to any other rights and remedies a party may have by law, statute or otherwise.

**6.9 Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which shall constitute one and the same document. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a data file, such signature shall create a valid and binding obligation of the executing party (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or data file signature page were an original thereof.

**6.10 Further Assurances.** Each party to this Agreement agrees, without cost or expense to any other party, to deliver or cause to be delivered such other documents and instruments as may be reasonably requested by any other party to this Agreement in order to carry out more fully the provisions of, and to consummate the transaction contemplated by, this Agreement.

**6.11 Severability.** The provisions of this Agreement are severable and, in the event that any court of competent jurisdiction shall determine that any one or more of the provisions or part of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision or part of a provision of this Agreement and such provision shall be reformed and construed as if such invalid or illegal or unenforceable provision, or part of such provision, had never been contained herein, so that such provisions would be valid, legal and enforceable to the maximum extent possible.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first above written.

**Seller**

**EDWARD D. BAGLEY**

Name: /s/ EDWARD D. BAGLEY

Address for Notice:

2350 Oakhill Drive

Salt Lake City, Utah 84121

Email: [dal.bagley@comcast.net](mailto:dal.bagley@comcast.net)

**Purchaser**

**FIRST FINANCE LTD.**

By: Andrew A Hromyk

Name: /s/ Andrew A Hromyk

Title: Director

Address for Notice:

520 Newport Center Dr Ste 650

Newport Beach, CA, 92660-7041

Email: [ahromyk@firstfinance.com](mailto:ahromyk@firstfinance.com)