

UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT  
Pursuant to Section 13 OR 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): November 22, 2019

**Better Choice Company Inc.**

(Exact name of registrant as specified in its charter)

<b>Delaware</b> (State or other jurisdiction of incorporation)	<b>333-161943</b> (Commission File Number)	<b>26-2754069</b> (IRS Employer Identification No.)
<b>164 Douglas Rd E, Oldsmar, Florida</b> (Address of principal executive offices)		<b>34677</b> (Zip Code)

Registrant's telephone number, including area code (646) 846-4280

N/A

(Former name or former address, if changed, since last report.)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13a-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
N/A	N/A	N/A

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

### Item 1.01. Entry into a Material Definitive Agreement

As previously disclosed in its Current Report on Form 8-K as filed with the Securities and Exchange Commission (the "SEC") on October 18, 2019, Better Choice Company Inc., a Delaware corporation (the "Company"), entered into a Stock Purchase Agreement (the "Agreement"), by and among the Company, Halo, Purely For Pets, Inc., a Delaware Corporation ("Halo"), Thriving Paws, LLC, a Delaware limited liability company ("Thriving Paws"), HH-Halo LP, a Delaware limited partnership ("HH-Halo") and, together with Thriving Paws, the "Sellers" and HH-Halo, in the capacity of the representative of the Sellers (the "Sellers' Representative"). Pursuant to the terms and subject to the conditions of the Agreement, among other things, the Company agreed to purchase from the Sellers one hundred percent (100%) of the issued and outstanding capital stock of Halo.

On November 22, 2019, the Company, Halo, Sellers, and the Sellers' Representative entered into Amendment No. 1 to the Agreement (the "Amendment"). Pursuant to the terms and subject to the conditions of the Amendment, the aggregate consideration payable by the Company under the Agreement has been increased from \$40,000,000 to \$45,500,000, subject to customary adjustments for Halo's net working capital, cash, and indebtedness, consisting of a combination of (a) cash, (b) shares of the Company's common stock, par value \$0.001 per share, (c) convertible subordinated notes or other equity or debt security of the Company and (d) a second lien promissory note issued by Halo in favor of HH-Halo. In addition, the Company has agreed to pay \$1,200,000 to HH-Halo (the "Prepayment") in consideration for Sellers' agreement to extend the date upon which the Agreement may be terminated to December 16, 2019 or, if the Company has exercised commercially reasonable efforts in good faith to consummate the transactions contemplated by the Agreement (the "Closing"), and all ancillary documents under the Agreement are final and agreed upon by all the parties in all material respects on or before December 16, 2019, to December 19, 2019 (the "Termination Date"). The Prepayment will become nonrefundable if the Closing does not occur on or prior to the Termination Date for any reason other than as a result of (i) the mutual agreement written agreement of the Company and the Sellers' Representative or (ii) a failure of the conditions precedent to the obligations of the Company to consummate the Closing to be satisfied.

The foregoing description of the Amendment is qualified in its entirety by reference to the full text of the Amendment, a copy of which is filed as Exhibit 2.2 to this Current Report on Form 8-K and incorporated herein by reference. The Amendment has been included as an exhibit hereto solely to provide investors and securityholders with information regarding its terms. It is not intended to be a source of financial, business or operational information about the Company or any co-investor in the Company or its respective subsidiaries or affiliates. The Amendment should not be read alone, but should instead be read in conjunction with the other information regarding the Company, including the Agreement, that is or will be contained in, or incorporated by reference into, the documents that the Company files or has filed with the SEC.

### Item 9.01. Financial Statements and Exhibits

(d) Exhibits

#### Exhibit

Exhibit No.	Description
<a href="#">2.1#*</a>	Stock Purchase Agreement, dated October 15, 2019, by and among Better Choice Company Inc., Halo, Purely For Pets, Inc., Thriving Paws, LLC and HH-Halo LP.
<a href="#">2.2</a>	Amendment No. 1 to Stock Purchase Agreement, dated November 22, 2019, by and among Better Choice Company Inc., Halo, Purely For Pets, Inc., Thriving Paws, LLC and HH-Halo LP.
<a href="#">99.1*</a>	Press Release of Better Choice Company Inc., dated October 16, 2019, announcing agreement to acquire Holistic Pet Foods Leader Halo, Purely for Pets®.
<a href="#">99.2*</a>	Press Release of Better Choice Company Inc., dated October 16, 2019, announcing proposed offering of convertible subordinated notes.

# Certain schedules and similar attachments to this agreement have been omitted in accordance with Item 601(b)(5) of Regulation S-K. The Company will furnish copies of any schedules or similar attachments to the SEC upon request.

\* Previously filed.

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**SIGNATURES**

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Better Choice Company Inc.

Date: November 27, 2019

By: /s/ Damian Dalla-Longa

Name: Damian Dalla-Longa

Title: Chief Executive Officer

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AMENDMENT NO. 1  
TO  
STOCK PURCHASE AGREEMENT

THIS AMENDMENT NO. 1 TO STOCK PURCHASE AGREEMENT (this "Amendment"), dated as of November 22, 2019, is made among Better Choice Company Inc., a Delaware corporation, Halo, Purely for Pets, Inc., a Delaware corporation, Thriving Paws, LLC, a Delaware limited liability company, and HH-Halo LP, a Delaware limited partnership. Each of the foregoing parties is referred to herein as a "Party" and collectively as the "Parties."

RECITALS:

WHEREAS, the Parties entered into that certain Stock Purchase Agreement dated as of October 15, 2019 (the "Agreement");

WHEREAS, Purchaser has requested an extension of, and the Sellers have agreed to extend, the Termination Date; provided that Purchaser pays a nonrefundable prepayment of a portion of the Purchase Price to HH-Halo and the value of the Purchaser Convertible Preferred Shares issued to Sellers at Closing is increased to \$10,500,000; and

WHEREAS, the Parties desire to modify the Agreement pursuant to this Amendment to reflect the foregoing changes.

AGREEMENT:

NOW, THEREFORE, in consideration of the premises and the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties intending to be legally bound hereby agree as follows:

Section 1. Interpretation. Undefined capitalized terms have the meanings set forth in the Agreement. All Section references are to Sections of the Agreement.

Section 2. Amendment of Section 1.1 (Certain Definitions).

(a) Section 1.1 is hereby amended by inserting the following new defined term immediately following the definition of "Ancillary Documents":

"Base Preferred" means Purchaser Convertible Preferred Shares that are not MFN Preferred."

(b) The definition of "Cash Consideration" in Section 1.1 is hereby deleted in its entirety and replaced with the following:

"Cash Consideration" means (i) \$10,500,000, a portion of which shall include the Prepayment, plus (ii) the Incremental Cash Consideration, plus (iii) the Incremental Legal Expenses."

(c) The definition of "Initial Principal Amount" in Section 1.1 is hereby amended by inserting the following sentence at the end of such definition:

"For the avoidance of doubt, the Initial Principal Amount may be a negative number."

(d) Section 1.1 is hereby amended by inserting the following new defined term immediately following the definition of "Material Suppliers":

"MFN Preferred" means Purchaser Convertible Preferred Shares that have rights and privileges that are at least as favorable to the Sellers as the most favorable rights and privileges provided to third party investors in the PIPE Transaction."

- (e) The definition of "Purchase Price" in Section 1.1 is hereby amended by deleting the value "\$5,000,000" and replacing it with "\$10,500,000".
- (f) Section 1.1 is hereby amended by inserting the following new defined term immediately following the definition of "Pre-Closing Tax Period":

""Prepayment" means an amount in cash equal to \$1,200,000 paid by Purchaser to HH-Halo in accordance with Section 2.3(g)."

- (g) The definition of "Purchaser Common Shares" in Section 1.1 is hereby amended by deleting the value "\$40,000,000" and replacing it with "\$45,500,000".
- (h) Section 1.1 is hereby amended by inserting the following new defined term immediately following the definition of "Subsidiary":

""Target Closing Date" means December 16, 2019 or, if Purchaser shall have exercised commercially reasonable efforts in good faith to consummate the Transactions, and all Ancillary Documents are final and agreed upon by the Parties in all material respects on or before December 16, 2019, then December 19, 2019."

- (i) Section 1.1 is hereby amended by deleting the definition of "Termination Fee" in its entirety.

Section 3. Amendment of Section 2.1 (Closing of the Transaction). Section 2.1 is hereby amended by deleting the words "November 22, 2019" and replacing them with "the Target Closing Date".

Section 4. Amendment of Section 2.3 (Purchase Price).

- (a) Section 2.3(b)(i) is hereby deleted in its entirety and replaced with the following:

“(i) to HH-Halo, an amount in cash equal to the Cash Consideration minus the sum of (A) the amount of Seller Expenses included in the Estimated Closing Statement plus (B) the Prepayment, by wire transfer of immediately available funds to an account specified in the Funds Flow;”

(b) Section 2.3(b)(iii)(B) is hereby amended by deleting the words "a stock certificate (or equivalent instrument) representing eleven percent (11%) of the Purchaser Convertible Preferred Shares" and replacing them with the words "stock certificates (or equivalent instruments) representing MFN Preferred with an aggregate value equal to \$5,000,000 and Base Preferred with an aggregate value equal to \$550,000".

(c) Section 2.3(b)(iv)(B) is hereby amended by deleting the words "eighty-nine percent (89%) of the Purchaser Convertible Preferred Shares" and replacing them with the words "Base Preferred with an aggregate value equal to \$4,950,000".

(d) Section 2.3 is hereby amended by inserting the following new Section 2.3(g) immediately following Section 2.3(f):

“(g) Prepayment. On or prior to 3:59 p.m. New York time on November 22, 2019, Purchaser shall pay the Prepayment to HH-Halo by wire transfer of immediately available funds to an account specified by HH-Halo. Notwithstanding Section 8.3, if (i) (A) all of the conditions set forth in Section 7.1 and Section 7.2 have been satisfied; provided that Section 7.2(e)(v) will be deemed satisfied for all purposes of this Agreement if the Key Employees have expressed a willingness to execute Restrictive Covenant Agreements in form and substance consistent with this Agreement and otherwise reflecting reasonable terms; (B) neither Sellers nor the Company are in breach of the Agreement, which breach has prevented the satisfaction of any condition set forth in Section 7.1 or Section 7.2; and (C) Purchaser is unable or, in its sole discretion, unwilling to consummate the Transactions on or prior to the Target Closing Date or (ii) Purchaser terminates this Agreement pursuant to Section 8.1(d) on or prior to the Target Closing Date, then the Prepayment shall irrevocably become nonrefundable, shall be retained by HH-Halo for its sole benefit and shall be the sole and exclusive remedy available to Sellers and the Company under this Agreement. In the event this Agreement is terminated (i) pursuant to any of clauses (a), (b) or (f) of Section 8.1 or (ii) because the conditions set forth in Section 7.1 have not been satisfied on or prior to the Target Closing Date; provided that the failure of such conditions to be satisfied is not a result of Purchaser’s breach of this Agreement or Purchaser’s failure to execute reasonable and customary documentation consistent with this Agreement that is reasonably necessary to obtain the Siena Consent, HH-Halo shall pay to Purchaser, no later than two (2) Business Days following termination of this Agreement, by wire transfer of immediately available funds, the Prepayment. For the avoidance of doubt, in the event this Agreement is terminated pursuant to Section 8.1(d), Sellers acknowledge that payment of the Prepayment shall be their sole and exclusive remedy. The Purchaser acknowledges that this Section 2.3(g) is an integral part of the transactions contemplated by this Agreement, and that, without the rights set forth in this paragraph, HH-Halo would not have entered into this Agreement.”

Section 5. Amendment of Section 5.4 (Purchaser Shares). Section 5.4(b) is hereby deleted in its entirety and replaced with the following:

“Each Purchaser Convertible Preferred Share issued to the Sellers at the Closing will (i) be issued at the same price per share or other unit as the Purchaser Convertible Preferred Stock issued to the investors in the PIPE Transaction and (ii) be *pari passu* with, and constitute the same security as, the Purchaser Convertible Preferred Stock issued to the investors in the PIPE Transaction, and (iii) have rights and privileges that are, if it is MFN Preferred, at least as favorable to the Sellers as the most favorable rights and privileges provided to third party investors in the PIPE Transaction and, if it is Base Preferred, substantially similar to the rights and privileges provided to third party investors in the PIPE Transaction on November 11, 2019.”

Section 6. Amendment of Section 6.1 (Conduct of Business of the Company). Section 6.1(r) is hereby amended by inserting the words “; except for the Special Dividend” immediately prior to the semicolon.

Section 7. Amendment of Section 6.10 (Tax Matters). Section 6.10(d) is hereby amended by inserting the words “(or if the Initial Principal Amount is not a positive number)” immediately following the words “provided that such obligations shall not apply to Purchaser after payment in full of the Note”.

Section 8. Amendment of Section 6.21 (Note and Note Documents). Section 6.21 is hereby amended by inserting the following sentence at the end of such Section:

“This Section 6.21 shall be of no force or effect if the Initial Principal Amount is not a positive number.”

Section 9. Amendment of Section 7.2 (Other Conditions to the Obligations of Purchaser).

(a) Section 7.2(e)(vi) is hereby amended by inserting the words “unless the Initial Principal Amount is not a positive number,” immediately after the “(vi)”.

Section 10. Amendment of Section 7.3 (Other Conditions to the Obligations of the Company and the Sellers).

(a) Each of Section 7.3(e) and Section 7.3(f) is hereby amended by inserting the words “unless the Initial Principal Amount is not a positive number,” immediately after the “(e)” and “(f)”, as applicable.

(b) Section 7.3(g) is hereby deleted in its entirety and replaced with the following:

“(g) if (i) the PIPE Transaction is consummated, the Purchaser and each Seller shall have entered into agreements and other instruments necessary to provide the Sellers with rights and privileges with respect to the Purchaser Convertible Preferred Shares that are, to the extent they are MFN Preferred, at least as favorable to the Sellers as the most favorable rights and privileges that shall have been provided to third party investors in the PIPE Transaction with respect to shares or other units of Purchaser Convertible Preferred Stock issued in connection therewith and, to the extent they are Base Preferred, substantially similar to the rights and privileges that shall have been provided to third party investors in the PIPE Transaction on November 11, 2019 with respect to shares or other units of Purchaser Convertible Preferred Stock issued in connection therewith, each in form and substance acceptable to each party thereto; or (ii) the Purchaser consummates an alternative private placement or registered offering of equity securities that is not a PIPE Transaction all or a portion of the gross proceeds from which will be used to finance the Cash Consideration, the Purchaser and each Seller shall have entered into agreements and other instruments necessary to provide the Sellers with rights and privileges with respect to the Purchaser Convertible Preferred Shares or the Purchaser Common Shares, as applicable depending on which security is the same as or more similar to the securities offered by the Purchaser in such alternative equity financing, that are at least as favorable to the Sellers as the rights and privileges that shall have been provided to third party investors in such alternative equity financing with respect to shares issued in connection therewith, each in form and substance acceptable to each party thereto.”

Section 11. Amendment of Section 8.1(d) (Termination). Section 8.1(d) is hereby deleted in its entirety and replaced with the following:

“(d) by Purchaser, if it is unable or, in its sole discretion, unwilling to consummate the Transactions for any reason.”

Section 12. Amendment of Section 8.3 (Effect of Termination). Section 8.3 is hereby amended by (i) deleting Section 8.3(b) in its entirety and (ii) replacing “(a) Subject to Section 8.3(b), in” in Section 8.3(a) with “In”.

Section 13. Amendment of Exhibit C. Exhibit C to the Agreement is hereby deleted in its entirety and replaced with Exhibit C attached to this Amendment.

Section 14. Effectiveness and Effect of this Amendment. The Parties acknowledge and agree that this Amendment is entered into in accordance with, and is effective under, Section 10.10 (*Amendment*) of the Agreement; provided that this Amendment shall be void and of no force or effect *ab initio* if HH-Halo shall not have timely received the Prepayment in accordance with Section 2.3(g) of the Agreement, as amended by this Amendment. Except as specifically amended by this Amendment, the Agreement is and shall continue to be in full force and effect and is hereby in all respects ratified and confirmed and shall constitute legal, valid, binding and enforceable obligations of the Parties. In the event of any conflict between the provisions of the Agreement and the provisions of this Amendment, the provisions of this Amendment shall control.

Section 15. Incorporation by Reference. The provisions of Sections 10.2 (*Notices*), 10.3 (*Governing Law*), 10.5 (*Construction; Interpretation*), 10.6 (*Exhibits and Schedules*), 10.7 (*Time of the Essence; Computation of Time*), 10.8 (*Parties in Interest*), 10.9 (*Severability*), 10.10 (*Amendment*), 10.11 (*Waiver*), 10.12 (*Counterparts*), 10.14 (*Waiver of Jury Trial*), 10.15 (*Jurisdiction and Venue*), 10.16 (*Remedies*), 10.18 (*Limitation on Damages*) and 10.19 (*Non-Recourse*) of the Agreement, including all capitalized terms used therein, are hereby incorporated into this Amendment, *mutatis mutandis*, as if references to “this Agreement” in the Agreement were references to “this Amendment” in this Amendment.

[Remainder of page intentionally left blank; signatures appear on following page(s)]

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 1 to the Stock Purchase Agreement, effective as of the date first written above.

**COMPANY**

**HALO, PURELY FOR PETS, INC.**

By: /s/ Werner von Pein  
Name: Werner von Pein  
Title: Chief Executive Officer

**PURCHASER:**

**BETTER CHOICE COMPANY INC.**

By: /s/ Damian Dalla-Longa  
Name: Damian Dalla-Longa  
Title: CEO

**SELLERS:**

**THRIVING PAWS, LLC**

By: /s/ Brian Friedman  
Name: Brian Friedman  
Title: General Counsel

**HH-HALO LP**

By: HH-Halo GP LP, its general partner  
By: HH-Halo GP LLC, its general partner

By: /s/ Christina W. Vest  
Name: Christina W. Vest  
Title: Executive Vice President

*[Signature page to Amendment No. 1 to Stock Purchase Agreement]*

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Exhibit C

Example Purchase Price Calculation

Halo, Purely for Pets, Inc. - Purchase Price Exhibit

(\$ in millions)

Purchase Price		\$
(i) Cash Consideration, including Prepayment		\$13,600,000
plus, (ii) Initial Principal Amount		10,069,500
plus, (iii) Purchaser Convertible Preferred Stock, including MFN and Non-MFN (Base)		10,500,000
plus, (iv) Purchaser Common Shares		7,934,524
<b>Total Purchase Price</b>		<b>\$42,104,024</b>
<b>(i) Cash Consideration</b>		<b>\$</b>
\$10,500,000, including Prepayment		\$10,500,000
plus (i) (b) Incremental Cash Consideration		3,000,000
plus, Incremental Legal Expenses		100,000
<b>Total Cash Consideration</b>		<b>\$13,600,000</b>
<b>(i) (b) Incremental Cash Consideration</b>		<b>\$</b>
100% proceeds from Debt Financing in excess of those used to fund base \$10,500,000		-
plus, lesser of		
100% of proceeds from PIPE Transaction in excess of those used to fund base \$10,500,000 or \$1,500,000		1,500,000
plus, 50% of proceeds from PIPE Transaction after the aggregate proceeds of Debt and Pipe equal \$12,000,000		1,500,000
<b>Total Incremental Cash Consideration</b>		<b>\$3,000,000</b>
<b>Debt Financing</b>		<b>- &gt;&gt;&gt;</b>
portion used to fund base \$10,500,000		-
<b>PIPE Transaction</b>		<b>\$15,000,000 &gt;&gt;&gt;</b>
MFN Preferred		\$5,500,000
Base Preferred		\$5,000,000 >>>
<b>(ii) Initial Principal Amount</b>		<b>\$</b>
\$20,625,000		\$20,625,000
minus, sum of		
(i) (b) Amount by which Cash Consideration exceeds Seller Expenses		10,555,500
(ii) (c) plus, amount of Special Dividend		-
<b>Total Initial Principal Amount</b>		<b>\$10,069,500</b>
<b>(ii) (b) Seller Expenses</b>		<b>\$</b>
Jefferies		\$1,770,000
Greenberg		350,000
JassoLopez		9,500
Incremental Legal Expenses		100,000
Any M&O fees accrued?		-
50% of Siena Consent		60,000
Bonus payments		705,000
Employer payroll taxes on bonus payments		[ ]
50% of D&O Tail		50,000
Seller portion of transfer taxes		[ ]
<b>Total Seller Expenses</b>		<b>\$3,044,500</b>
<b>(ii) (c) Special Dividend</b>		<b>\$</b>
Special Dividend Amount		-
<b>(iii) Purchaser Convertible Preferred Shares</b>		<b>\$</b>
MFN Purchaser Convertible Preferred Shares Amount		\$5,500,000
Non-MFN (Base) Purchaser Convertible Preferred Shares Amount		5,000,000
<b>Total Purchaser Convertible Preferred Stock</b>		<b>\$10,500,000</b>

PAGE 1

Assumption  
Assumption  
Total Proceeds Raised  
HH-Halo  
\$5 mm Thriving Paws / \$500k HH-Halo

**Halo, Purely for Pets, Inc. - Purchase Price Exhibit**

(\$ in millions)

<b>(iv) Purchaser Common Shares</b>	\$
\$40,500,000	\$45,500,000
(iv) (b) plus, Estimated NWC Adjustment	-
plus, Incremental Legal Expense	100,000
(iv) (d) plus, Closing Cash	610,613
less, the sum of	
Cash Consideration	13,600,000
Initial Principal Amount	10,069,500
<b>Total Purchaser Convertible Preferred Stock</b>	<b>10,500,000</b>
(iv) (h) Closing Indebtedness	4,106,590
<b>Total Purchaser Common Shares</b>	<b>\$7,934,524</b>
<b>(iv) (b) Estimated Net Working Capital Adjustment</b>	<b>\$</b>
Estimated Working Capital Calculation	
Current Assets	\$9,396,000
less, Current Liabilities (excluding Closing Indebtedness)	3,587,000
<b>Estimated Working Capital</b>	<b>\$5,809,000</b>
Working Capital Target plus 500,000	\$6,000,000
Working Capital Target less 500,000	5,000,000
Amount by which Estimated Working Capital exceeds Working Capital Target plus \$500,000	-
Amount by which Estimated Working Capital is less than Working Capital Target minus \$500,000	-
<b>Total Net Working Capital Adjustment</b>	<b>-</b>
<b>(iv) (d) Closing Cash</b>	<b>\$</b>
Closing Cash Amount	\$610,613
<b>(iv) (h) Closing Indebtedness</b>	<b>\$</b>
Closing Indebtedness Amount	\$4,106,590

**Closing Consideration - Illustrative Funds Flow**

<b>HH-Halo</b>	
<b>FROM BTTR</b>	\$
Cash Consideration	\$13,600,000
minus, Seller Expenses	(3,044,500)
<b>Total paid in cash</b>	<b>\$10,555,500</b>
11% of Purchaser Common Shares	\$872,798
MFN Purchaser Convertible Preferred Shares	5,000,000
Non-MFN (Base) Purchaser Convertible Preferred Shares	550,000
<b>Total BTTR Consideration</b>	<b>\$16,978,298</b>
<b>FROM HALO</b>	
Special Dividend	-
Initial Principal Amount	10,069,500
<b>Total Halo Consideration</b>	<b>\$10,069,500</b>
Total cash	\$10,555,500
Total debt	10,069,500
Total shares	6,422,798
<b>Total HH-Halo Consideration</b>	<b>\$27,047,798</b>
<b>Seller Expenses</b>	<b>\$3,044,500</b>
<b>Thriving Paws</b>	
89% of Purchaser Common Shares	\$7,061,726
MFN Purchaser Convertible Preferred Shares	500,000
Non-MFN Purchaser Convertible Preferred Shares	4,450,000
<b>Total Thriving Paws Consideration</b>	<b>\$12,011,726</b>
CHECK	\$42,104,024
CHECK	-