

EXHIBIT A: CONSENT/CO-EXISTENCE AGREEMENT

## CONSENT AGREEMENT

Entered into on December 31, 2019 between **Spartan Companies, LLC (“SC”)**, a Colorado company with its principal place of business at 9200 E. Mineral Avenue, Ste 159, Centennial, Colorado 80112, and **Spartan Residential LLC (“SR”)**, a Texas company with its principal place of business at 4908 Womack Circle, The Colony, TX 75056 (collectively “the Parties”).

**WHEREAS**, SC has adopted and is using the **SPARTAN** word mark and following logo mark, (including in trademark applications U.S. Ser. Nos. 88240893 & 88240886):



(hereinafter “SC’s Marks”) and in association with the following goods and services:

*Managing the exploration, production and operations of natural gas and oil properties for others; Personnel management; Personnel recruitment; Personnel placement and recruitment*

*Construction planning; Construction supervision; Construction of structures for the production of natural gas; Construction of structures for the storage of natural gas; Oil pipeline construction; Pipeline construction and maintenance; Plant construction, maintenance and construction project management services for businesses in the energy production and transmission sector; Engineering, procurement management, and construction in the energy production and transmission sector*

*Quality control for others; Technology supervision and inspection in the field of oil and natural gas production, storage, and delivery*

(hereinafter “SC’s Goods & Services”);

**WHEREAS**, SR has adopted and is using the mark **SPARTAN RESIDENTIAL LLC, U.S. Reg. No. 5209024**, (hereinafter “SR’s Mark”) in connection with the following goods and services:

*Construction and installation of masonry walls and structures; Construction and repair of buildings; Construction services, namely, concrete paving, site clearing, excavation, pad preparation, grading, and asphalt paving services; Construction, maintenance and renovation of property; Building construction; Building construction and repair; Building construction, remodeling and repair; Custom construction and building renovation; General construction contracting; Residential and commercial building construction; Self-perform construction skilled trades, namely, concrete work, carpentry and selective demolition services*

(hereinafter “SR’s Goods & Services”);

**WHEREAS**, SC's Marks and corresponding use do not create the impression that it denotes SR's Goods & Services;

**WHEREAS**, SC and SR desire to avoid and resolve any potential conflicts between themselves regarding their respective marks and uses, and any potential confusion, mistake or deception of the general public or members of the relevant merchandising trades with respect to ownership, use and registration rights; and

**WHEREAS**, the Parties wish to address and resolve this matter without any formal proceedings;


**NOW THEREFORE**, for and in consideration of the mutual terms and conditions, the Parties agree as follows:

**1. Consent to co-existence.** Each party acknowledges the other's use of its respective mark for its respective goods and services, and that such use is not confusingly similar to the other's, based upon the differences in the: (i) respective marks; (ii) nature of the goods and services; (iii) prospective customers; and (iv) channels of trade. For sake of clarity, nothing herein shall prevent SR from providing SR's Goods & Services to companies involved in the oil and gas industry under SR's Mark.


**2. No registration.** Each party agrees not to register the other's mark for the other's respective goods and services.

**3. Avoid confusion.** Each party agrees to take any reasonably necessary further action to avoid potential confusion between the marks. In the event that either party becomes aware of any actual confusion or mistake occurring as a result of their uses of their respective marks, the parties agree to communicate all deals of each such instance to each other, and to cooperate reasonably to take steps to abate the cause of confusion or mistake, and to prevent any such confusion or mistake from arising again.

**SPARTAN COMPANIES LLC**

By:   
Title: *SVP*  
Date: *1/9/20*

**SPARTAN RESIDENTIAL LLC**

By:   
Title: President  
Date: 01-08-2020