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City of Jacksonville, Florida

Procurement Award Form (PAF)

Part 1 – Form Type: JPAC 126.204 (a) New Award, Renewals, Waive Technical Defects, Price Increases, NTE Increases.

Goods and/or Services: Park Street Road Diet

Requested Action and Justification:

Recommend approval to amend the award with Prime AE Group to implement Amendment #4 to incorporate the attached scope and fee, Exhibits G & H. Total increase amount is $11,753.18, for a new total NTE $735,727.21.

To be executed via formal contract amendment through the Office of General Counsel

Supplier:	Prime AE Group	**Basis of Award:**	Highest Evaluated	**BID Opening Date:**	4/24/2019

POA #:	TBD	**PO #:**	600672-20-021	**Change Order #:**	N/A
Solicitation #:	PDS P-49 18	**Contract #:**	TBD	**Contract ADM #:**	4
Term:	Project Completion	**Options:**	N/A	**Options Used:**	N/A

Federally Funded:	No	**JSEB Rec:**	Participation
Licenses Verified:	Yes	**JSEB %:**	20
Bonds Required:	No	**Bonds Waived Pursuant To:**	N/A

Fund:	32111	**Center:**	153101	**Acct:**	565050	**Proj:**	007100	**Activity:**	0000000000	$ 11,753.18
Fund:		**Center:**		**Acct:**		**Proj:**		**Activity:**		$
Fund:		**Center:**		**Acct:**		**Proj:**		**Activity:**		$

New NTE/GMP:	$ 735,727.21	**Contingent Amt:**	$ 0.00	**DMP/ODPO Amt:**	$ 0.00

Using Agency/BU:	PWEN:ENGINEERING AND CONSTRUCTION MANAGEMENT		
Concurrence:	Signed by: Scott Carter, P.E. 20991F9ADFC947E...	**Title:**	CHIEF OF ENGINEERING CONSTRUCTION MANAGEMENT 5/27/2026
Concurrence:	1EFA223D5D23487...	**Title:**	DIRECTOR OF PUBLIC WORKS 5/28/2026
Concurrence:		**Title:**	
Concurrence:		**Title:**	

Initial DT
Initial DT

Procurement Analyst/Buyer:	Signed by: Kemp, Benjamin 4C8860FACE2449C...	**Chief of Procurement:**	Signed by: Robert Warembourg, for Dustin Freeman 5/27/2026 4812CA1D431247A...
Name:	Kemp, Benjamin	**Name:**	Dustin L. Freeman

Part 2 – JPAC Action: All award actions subject to lawfully appropriated funds.		**Part 3 – Final Awarding Authority Action:**	
Members who approve:		**Action:**	
Members who disapprove:		**Signature:**	
Date:		**Date:**	

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PAF Instructions
Part 1 (using agency)

Form Type: This form will be used for both Administrative Awards and JPAC Requests. Select type from dropdown options.

Goods and/or Services: Enter a brief description of the types of goods and services included in the request.

Requested Action and Justification: Enter a brief description of the requested action or authority being sought. i.e.; *Request permission to award the lowest, responsive responsible bidder for an ITB or award the highest ranked supplier for an RFP.* This block should also be used for additional information such as additional 4th account strings, or other information essential for contract execution.

Supplier: Enter awarded supplier name**.** If multiple, include in "Requested Action and Justification" box.

Basis of Award: Select from Lowest Price Technical Acceptable (LPTA), Highest Price Technical Acceptable (HPTA) or N/A.

Bid Opening Date: The date bids were unsealed by Procurement.

POA #: This is your 1Cloud generated Agreement number. Select Type, Enter Number.

PO #: Enter the PO number or agreement release number.

Change Order #: Provide the applicable change order number represented by this request.

Solicitation #: Select Prefix type, Enter Number, and Year.

Contract #: This number should be the same as your POA number (unless procured prior to 2020)

Contract Amendment #: Provide the applicable amendment number represented by this request.

Term: Select the Period of Performance or Term for the initial period.

Options: Period of time for each renewal or option.

Options Used: Prior to this request, enter how many options were already used.

Federally Funded: Select yes or no from dropdown if Federal Funds will be used.

JSEB Rec: Select Encouragement or JSEB Set Aside Option.

JESB %: If JSEB Participation, enter the percentage.

Bonds Waived Pursuant to: Select option from Drop down.

Funding Sources: Fund/Center/Account/Project/Activity, all fields are required even if zeros.

New NTE/GMP: Enter the new total not to exceed amount. Note, this should match the contract maximum indebtedness, if applicable**.**

Contingent Amount: If your agency requests an allowance for unforeseen additional expenses, then specify the amount of your requested increase and new NTE that represents the contingency allowance. This is over and above any quote.

DMP/ODPO Account: Enter the Direct Materials Purchase/Owner Direct Purchase Order Account. Used mainly for CIP (Capital Improvement/Construction) Projects

Using Agency/BU: Select one from the dropdown list.

Concurrence: Using Agency internal routing requirements for Electronic Signatures (follow Proc Manual for threshold requirements)

Title: Title of person electronically signing form.

Attachments: Included any supplemental information to the Procurement Award Form. i.e.; *Scope of work, previous awards*.

**Any field where there is no data available, or no entry is required, either leave it blank or enter N/A. Any fields where there is known data, include for informational purposes. Any changes to an original award should contain the data that is being changed and any other relevant data required for JPAC review and approval.*

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EXHIBIT "G"

SCOPE OF SERVICES
POST CONSTRUCTION SERVICES

PARK STREET ROAD DIET
FROM FOREST STREET TO STONEWALL STREET

CITY OF JACKSONVILLE, FLORIDA

I. SCOPE OF SERVICES

A. This additional work includes analyzing issues expressed by JTA and preparing conceptual (simple) sketches on existing plans to provide conceptual changes that could be made to the as-constructed Park Street Road Diet project to facilitate JTA bus operations. The following items will be analyzed: (1) options to reduce the roughness of the mini roundabouts to better accommodate buses traversing them, (2) adjustment of trees and signs in conflict with bus mirrors, (3) adjustments to the curb return radius serving the Westbound Forest Street to Northbound Park Street movement to determine if these modifications can be made with no right of way acquisition and minimal impact to existing utilities. The goal is to mitigate these concerns as much as possible while minimizing additional costs.

B. The services mentioned in Section A will be reimbursable services.

C. Project Submittal Requirements:

1. Conceptual sketches on existing plans
2. Opinions of Probable Cost for recommended solutions

II. ENGINEERING DIVISION RESPONSIBILITIES

A. Documents

The Engineering Division shall provide any available plans, maps, and other pertinent information essential to the satisfactory completion of the work indicated herein.

B. Submittal Reviews

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Proposed concepts and estimates of probable cost will be reviewed by the City's Engineering Division. Coordination with JTA staff will be by City staff.

III. TIME SCHEDULE

A. This additional work shall follow the time schedule shown below:

1. Submit Conceptual sketches and Opinions of Probable Cost within **30 days** of receipt of the executed contract amendment.

IV. NOTICE TO PROCEED

No work on this project shall be performed until a contract amendment has been executed and Notice to Proceed is issued which specifically authorizes such work

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EXHIBIT "H"
CONTRACT FEE SUMMARY FORMAT FOR ENGINEERING DIVISION
CITY OF JACKSONVILLE, FLORIDA

PART I - GENERAL	
1. Project Park Street Road Diet - Amendment #3	**2. Proposal No. / PO No.** P-49-18 / 600672-20-021
3. Name of Consultant ~~Prosser, Inc.~~ Prime AE Group	**4. Date of Proposal** 3/11/2026

PART II - LABOR RELATED COSTS				
5. Direct Labor	Hourly Rate	Estimated Hours	Estimated Cost	TOTAL
Principal	$ 74.52	15	$ 1,117.80	
Project Director	$ 67.31	0	$ 0.00	
Sr. Engineer - Roadway	$ 44.40	0	$ 0.00	
Sr. Engineer - Traffic	$ 54.09	42	$ 2,271.78	
Engineer	$ 36.30	0	$ 0.00	
Sr. Designer	$ 35.70	0	0.00	
Sr. Landscape Architect	$ 44.71	11	502.99	
Landscape Architect	$ 33.32	0		
TOTAL DIRECT LABOR	$57.03	68		$ 3,892.57
6. Overhead (Combined Fringe Benefit & Administrative)				
Overhead Rate (Office)	174.49 % x Total Direct Labor			$ 6,792.14
Overhead Rate (Field)	N/A % x Total Direct Labor			$ -
7. SUBTOTAL: Labor + Overhead (Items 5 & 6)				$ 10,684.71
8. PROFIT: Labor Related Costs (Item 7)		x	10%	$ 1,068.47

PART III - OTHER COSTS		
9. Miscellaneous Direct Costs		
Transportation & Shipping	$ 0.00	
Presentation Boards	$ 0.00	
Reproduction	$ 0.00	
U.S. Mail	$ 0.00	
MISCELLANEOUS DIRECT COSTS SUB-TOTAL		$ -
10. SUBCONTRACTS (Lump Sum)		
	$ 0.00	
	$ 0.00	
	$ 0.00	
	$ 0.00	
	$ 0.00	
SUB-CONTRACT SUB-TOTAL		$ -
TOTAL REIMBURSABLE AMOUNT (Items 5, 6, 8, 9 and 10)		$ 11,753.18
11. REIMBURSABLE COSTS (Limiting Amount)		
	$ 0.00	
	$ 0.00	
	$ 0.00	
	$ 0.00	
	$ 0.00	
	$ 0.00	
	$ 0.00	
SUB-TOTAL REIMBURSABLES		$ -

PART IV - SUMMARY	
TOTAL AMOUNT OF REIMBURSABLE WORK (Items 5, 6, 8, 9, 10 and 11)	**$ 11,753.18**
12. PRIOR CONTRACT AMOUNT	$ 723,974.03
AMENDED AMOUNT OF CONTRACT	**$735,727.21**

4/14/26

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ESTIMATE OF WORK EFFORT AND FEE FOR CONSTRUCTION PLANS

CONSULTANT:	Prime AE Group	NAME OF PROJECT:	Park Street Road Diet
RFP NO.:	6576-27	FROM:	Forest Street
		TO:	Stonewall Street
ESTIMATOR NAME / DATE:	Cox / March 2026	LENGTH:	

No. / ACTIVITY	Principal RATE/HR= $ 74.52		Project Director RATE/HR= $ 67.31		Sr. Engineer - Roadway RATE/HR= $ 44.40		Sr. Engineer - Traffic RATE/HR= $ 54.09		Engineer RATE/HR= $ 36.30	
	MAN HOURS	LABOR COST	MAN HOURS	LABOR COST	MAN HOURS	LABOR COST	MAN HOURS	LABOR COST	MAN HOURS	LABOR COST
113 Roundabout Analysis	2	$149.04	0	$0.00	0	$0.00	8	$432.72	0	$0.00
109 Tree Analysis	4	$298.08	0	$0.00	0	$0.00	0	$0.00	0	$0.00
115 Sign Analysis	3	$223.56	0	$0.00	0	$0.00	12	$649.08	0	$0.00
110 Forest Street Curb Return	4	$298.08	0	$0.00	0	$0.00	16	$865.44	0	$0.00
111 Cost Estimates	2	$149.04	0	$0.00	0	$0.00	6	$324.54	0	$0.00
112										
TOTAL	15	$1,117.80	0	$0.00	0	$0.00	42	$2,271.78	0	

No. / ACTIVITY	Sr. Landscape Architect RATE/HR= $ 44.71		RATE/HR=		MAN HOURS	SALARY	AVG.	SALARY COST
	MAN HOURS	LABOR COST	MAN HOURS	LABOR COST	BY ACTIVITY	COST BY ACTIVITY	HOURLY COST	DIST. %
113 Roundabout Analysis	0	$0.00			10	$581.76	$58.18	15%
109 Tree Analysis	11	$502.99			15	$801.07	$53.40	21%
115 Sign Analysis	0	$0.00			15	$872.64	$58.18	
110 Forest Street Curb Return	0	$0.00			20	$1,163.52	$58.18	
111 Cost Estimates	0	$0.00			8	$473.58	$59.20	12%
112								
TOTAL	11	$502.99			68	$3,892.57	$57.43	

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SUMMARY OF MANHOUR REQUIREMENTS

CONSULTANT:	Prime AE Group	NAME OF PROJECT:	Park Street Road Diet
RFP NO.:	6576-27	FROM:	Forest Street
PREPARED:		TO:	Stonewall Street

ITEM	NO. OF SHEETS	TOTAL MANHOURS	COMMENTS
113 Roundabout Analysis	0	10	
109 Tree Analysis	0	15	
115 Sign Analysis	0	15	
110 Forest St Curb Return	0	20	
111 Cost Estimates	0	8	
112 Lighting Plans	0	0	
114 Environmental/Permitting	0	0	
Field Review			Included in Above Items
Plans Checking			Included in Above Items
TOTAL	0	68	#DIV/0! Hours/Sheet

DESIGN SURVEY PARTIES			
	SIZE OF PARTY	PARTY DAYS	
	3-Man 4-Man	0 0	by Clary & Associates & SAM, Inc.
TOTAL NUMBER OF PARTY DAYS		0	

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EBO FORM 1
SCHEDULE OF SUBCONTRACTOR/SUBCONSULTANT PARTICIPATION

Name of Proposer: ~~Prosser, Inc.~~ Prime AE Group

Project Title: **Park Street Road Diet – Amendment #3**

Proposal Number: **P-49-18** Total Base Proposal Amount (if applicable): **$ 11,753.18**

***Please list all JSEBs first**

Full Company Name	JSEB Category (African-American, Women, Asian, Native American, Non-MBE or Hispanic)	Type of Work to be Performed	Total Contract Value or Percentage
~~Prosser, Inc.~~ Prime AE Group	Non-MBE	Engineering	100%

Attach additional list of subcontractors/sub-consultants as needed

CONSULTANT/SUBCONTRACTOR/SUPPLIER TOTAL VALUES	
African-American Participation Total	
Hispanic-American Participation Total	
Native-American Participation Total	
Asian-American Participation Total	
Woman Participation Total	
Non-MBE Participation Total	**$ 11,753.18**

The undersigned will enter into a formal Agreement with the JSEB Suppliers/Consultants/Subcontractors identified herein for work listed in this schedule conditioned upon execution of a contract with the City of Jacksonville. Under penalties of perjury I declare that I have read the foregoing conditions and instructions and the facts are true to the best of my knowledge and beliefs.

Signature of Proposer: _____ Title: Associate Vice President Date: March 11, 2026

Print Name: _Michael Molkenbur, PE_____

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City of Jacksonville, Florida

Procurement Award Form (PAF)

Part 1 – Form Type: JPAC 126.204 (a) New Award, Renewals, Waive Technical Defects, Price Increases, NTE Increases.

Goods and/or Services: Park St Road Diet

Requested Action and Justification:

Recommend approval to amend the award with Prosser, Inc. f/k/a Prosser Hallock, Inc., to change the name to Prime AE Group, Inc. based on the attached Stock Purchase Agreement dated December 30, 2021. There is no change to the total maximum indebtedness.

To be executed via formal contract amendment through the Office of General Counsel

Supplier:	Prime AE Group	**Basis of Award:**	Highest Evaluated	**BID Opening Date:**	4/24/2019

POA #:	70048-23	**PO #:**	600672-20-021	**Change Order #:**	N/A
Solicitation #:	PDS P-49 18	**Contract #:**	6576-27	**Contract ADM #:**	3
Term:	Project Completion	**Options:**	N/A	**Options Used:**	N/A

Federally Funded:	No	**JSEB Rec:**	N/A
Licenses Verified:	Yes	**JSEB %:**	N/A
Bonds Required:	No	**Bonds Waived Pursuant To:**	N/A

Fund:	000000	**Center:**	000000	**Acct:**	000000	**Proj:**	00000000	**Activity:**	0000000000	$	0.00
Fund:		**Center:**		**Acct:**		**Proj:**		**Activity:**		$	
Fund:		**Center:**		**Acct:**		**Proj:**		**Activity:**		$	

New NTE/GMP:	$ 0.00	**Contingent Amt:**	$ 0.00	**DMP/ODPO Amt:**	$ 0.00

Using Agency/BU:	PWEN:ENGINEERING AND CONSTRUCTION MANAGEMENT		
Concurrence:	Signed by: Scott Carter 20001F8ADFC947E...	**Title:**	CHIEF OF ENGINEERING CONSTRUCTION MANAGEMENT 2/18/2026
Concurrence:	1EFA223D5D23487...	**Title:**	DIRECTOR OF PUBLIC WORKS 2/18/2026
Concurrence:		**Title:**	
Concurrence:		**Title:**	

Initial DT
Initial DT

Procurement Analyst/Buyer:	Signed by: Kemp, Benjamin 4C8860DFACE2449C...	**Chief of Procurement:**	Signed by: 2/24/2026 B10F1D517352456...
Name:	Kemp, Benjamin	**Name:**	Dustin L. Freeman

Part 2 – JPAC Action: All award actions subject to lawfully appropriated funds.		**Part 3 – Final Awarding Authority Action:**	
Members who approve:	3	**Action:**	Approved
Members who disapprove:	0	**Signature:**	Signed by: kelli O'Leary 92A2898FE95E4AC...
Date:	2/26/2026	**Date:**	2/26/2026

Signed by:

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PAF Instructions
Part 1 (using agency)

Form Type: This form will be used for both Administrative Awards and JPAC Requests. Select type from dropdown options.

Goods and/or Services: Enter a brief description of the types of goods and services included in the request.

Requested Action and Justification: Enter a brief description of the requested action or authority being sought. i.e.; *Request permission to award the lowest, responsive responsible bidder for an ITB or award the highest ranked supplier for an RFP.* This block should also be used for additional information such as additional 4th account strings, or other information essential for contract execution.

Supplier: Enter awarded supplier name**.** If multiple, include in "Requested Action and Justification" box.

Basis of Award: Select from Lowest Price Technical Acceptable (LPTA), Highest Price Technical Acceptable (HPTA) or N/A.

Bid Opening Date: The date bids were unsealed by Procurement.

POA #: This is your 1Cloud generated Agreement number. Select Type, Enter Number.

PO #: Enter the PO number or agreement release number.

Change Order #: Provide the applicable change order number represented by this request.

Solicitation #: Select Prefix type, Enter Number, and Year.

Contract #: This number should be the same as your POA number (unless procured prior to 2020)

Contract Amendment #: Provide the applicable amendment number represented by this request.

Term: Select the Period of Performance or Term for the initial period.

Options: Period of time for each renewal or option.

Options Used: Prior to this request, enter how many options were already used.

Federally Funded: Select yes or no from dropdown if Federal Funds will be used.

JSEB Rec: Select Encouragement or JSEB Set Aside Option.

JESB %: If JSEB Participation, enter the percentage.

Bonds Waived Pursuant to: Select option from Drop down.

Funding Sources: Fund/Center/Account/Project/Activity, all fields are required even if zeros.

New NTE/GMP: Enter the new total not to exceed amount. Note, this should match the contract maximum indebtedness, if applicable**.**

Contingent Amount: If your agency requests an allowance for unforeseen additional expenses, then specify the amount of your requested increase and new NTE that represents the contingency allowance. This is over and above any quote.

DMP/ODPO Account: Enter the Direct Materials Purchase/Owner Direct Purchase Order Account. Used mainly for CIP (Capital Improvement/Construction) Projects

Using Agency/BU: Select one from the dropdown list.

Concurrence: Using Agency internal routing requirements for Electronic Signatures (follow Proc Manual for threshold requirements)

Title: Title of person electronically signing form.

Attachments: Included any supplemental information to the Procurement Award Form. i.e.; *Scope of work, previous awards*.

**Any field where there is no data available, or no entry is required, either leave it blank or enter N/A. Any fields where there is known data, include for informational purposes. Any changes to an original award should contain the data that is being changed and any other relevant data required for JPAC review and approval.*

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EXECUTION VERSION

STOCK PURCHASE AGREEMENT

by and among

PRIME AE GROUP, INC.,

PROSSER, INC.,

AND

THE STOCKHOLDERS OF PROSSER, INC.

Dated as of December 30, 2021

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Schedules

Disclosure Schedules

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PURCHASE AGREEMENT

This PURCHASE AGREEMENT, dated as of December 30, 2021 (this "Agreement"), by and among PRIME AE Group, Inc., a Maryland corporation (the "Buyer"), Prosser, Inc., a Florida corporation (the "Company"), the stockholders of the Company listed on the signature page hereto (each a "Seller" and collectively, the "Sellers").

RECITALS

WHEREAS, the Sellers are the collective owners of one hundred percent (100%) of the capital stock of the Company (the "Shares");

WHEREAS, the Company elected to be treated as an "S corporation" within the meaning of Section 1361(a) of the Code for U.S. federal income tax purposes; and

WHEREAS, the Buyer wishes to purchase from the Sellers, and the Sellers wish to sell to Buyer, all of the Shares in the Company, upon the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter contained, and for good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, and intending to be legally bound, the parties hereby agree as follows:

ARTICLE I
DEFINITIONS; INTERPRETATION

1.1 Certain Definitions. For purposes of this Agreement, the following terms shall have the meanings specified as follows:

"Accounting Fees" has the meaning set forth in Section 2.3(d).

"Accounts Receivable" means all trade and other accounts receivable owing to the Company (net of reserves), in each case as determined in accordance with GAAP.

"Adjustment Time" means 11:59 p.m. Eastern time, on the Closing Date.

"A&E Tail Policy" has the meaning set forth in Section 6.11.

"Affiliate" means, with respect to any Person, any other Person that, directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such Person, and the term "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through ownership of voting securities, by contract or otherwise.

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"Affiliated Group" means an affiliated group of corporations within the meaning of Section 1504 of the Code, or any similar provision of state Law, or any group that has filed a combined, consolidated or unity Tax Return.

"Agreement" has the meaning set forth in the introduction to this Agreement.

"Annual Financial Statements" has the meaning set forth in Section 4.5(a).

"Articles of Incorporation" means the Articles of Incorporation of the Company filed with the Secretary of State of the State of Florida on August 29, 1984, as amended.

"Assets" has the meaning set forth in Section 4.9.

"Business" means the business of providing architectural, engineering and construction services.

"Business Day" means any day other than a Saturday, Sunday or other day on which national banking institutions in Jacksonville, Florida or New York, New York, are required or authorized by Law to close.

"Business Employee" means any individual employed by the Company as of the date hereof.

"Buyer" has the meaning set forth in the introduction to this Agreement.

"Buyer Documents" has the meaning set forth in Section 5.2.

"Buyer Gross-up Calculation" has the meaning set forth in Section 6.9(d).

"Buyer Indemnified Person(s)" has the meaning set forth in Section 8.2.

"CARES Act" means the Small Business Act and Coronavirus Aid, Relief, and Economic Security Act, P.L. 116-136, as amended, the Families First Coronavirus Response Act of 2020 or any other Law intended to address the consequences of COVID-19 (or any comparable state or local law), and including any regulations promulgated thereunder or other guidance issued by the IRS (including IRS Notice 2020-65, 2020-38 I.R.B. 567 (08/31/2020) as modified by IRS Notice 2021-11, 2021-6 I.R.B. (01/19/2021) and any successor notices, pronouncements)) and any corresponding wages or comparable provisions of state or local Law).

"Claim" has the meaning set forth in Section 8.7.

"Closing" has the meaning set forth in Section 2.4.

"Closing Date" has the meaning set forth in Section 2.4.

"Closing Payment" has the meaning set forth in Section 2.2(a)(iv).

"Closing Statement" has the meaning set forth in Section 2.3(a).

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"Closing Working Capital" means (a) the consolidated amount of Accounts Receivable, prepaid expenses, and other current assets of the Company as of the Adjustment Time (excluding all deferred Tax assets) less (b) the consolidated amount of the accounts payable, accrued expenses and other current liabilities of the Company as of the Adjustment Time (excluding all deferred Tax Liabilities), in each case, calculated in accordance with GAAP, calculated in accordance with the principles, practices and methodologies described in Schedule 1.1A hereto, as applied in a manner consistent with the example set forth in such Schedule. Notwithstanding the foregoing, Closing Working Capital shall exclude Company Transaction Expenses and any amounts included in Company Indebtedness.

"Code" means the Internal Revenue Code of 1986, as amended.

"Company" has the meaning set forth in the introduction to this Agreement.

"Company Allocation Statement" has the meaning set forth in Section 6.9(b).

"Company Benefit Plan" has the meaning set forth in Section 4.13(a).

"Company Indebtedness" means, as of any time with respect to the Company, without duplication, the outstanding principal amount of, accrued and unpaid interest on, and other payment obligations (including any premiums, penalties, make-whole payments, termination fees, breakage costs and other fees and expenses that are due upon prepayment of such obligations or payable as a result of the consummation of the transactions contemplated by this Agreement) arising in each case under, any debt obligations of such Person consisting of, (a) all indebtedness of the Company for borrowed money, whether or not contingent, (b) all payment obligations of the Company evidenced by notes, bonds, debentures, letters of credit, performance bonds or similar instruments or obligations (but excluding any undrawn letters of credit or performance bonds), (c) all payment obligations payable by the Company under any interest rate, currency, swap or other hedging agreements, (d) all obligations of the Company to pay the deferred purchase price of assets, property or services (including pursuant to capital leases, holdbacks, seller financing, deferred rent and other similar contingent or deferred consideration), except trade accounts payables and other current liabilities arising in the Ordinary Course of Business to the extent included in Closing Working Capital, (e) all indebtedness created or arising under any conditional sale or other title retention agreement with respect to acquired property, (f) all lease obligations of such Person that are required to be capitalized under GAAP, (g) any direct or indirect guaranty of an obligation of any Person with respect to obligations of the type described in the foregoing, and (h) all principal, interest, premiums, penalties, breakage, termination, make-whole fees or other similar amounts payable with respect to any of the foregoing.

"Company Intellectual Property Rights" has the meaning set forth in Section 4.10(c).

"Company Transaction Expenses" means the amount of all fees and expenses incurred at or prior to the Closing and payable by the Company, whether for itself or on behalf of any Seller, to third parties related to or arising out of the transactions contemplated by this Agreement, including the costs of travel, legal, accounting, investment banking and other professional fees, including any brokers or financial advisors in each case, that are not paid prior

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to the Closing. For the avoidance of doubt, Company Transaction Expenses shall be calculated without duplication of any amounts included in Company Indebtedness.

"Confidential Information" has the meaning set forth in Section 6.1.

"Confidentiality Agreement" means that certain Confidentiality Agreement between NewHold and the Company dated October 25, 2021.

"Consent" means, with respect to any Person, any approval, authorization, exemption, waiver, notice, permission or consent of any kind of such Person.

"Contract" means any written or oral agreement, contract, lease, license, commitment, arrangement, instrument, note, indenture, bond, undertaking, obligation or understanding.

"Controlling Party" has the meaning set forth in Section 6.4.

"Customer" means any Person that is a customer of the Company or Buyer or was a customer of the Company or Buyer within two (2) years prior to the Closing Date.

"Dataroom" means the DropBox data room maintained by NewHold.

"D&O Tail Policy" has the meaning set forth in Section 6.10(a).

"Damages" means, without duplication, claims, charges, liens, Taxes, complaints, demands, suits, judgments, decrees, rulings, orders, actions, causes of actions, losses, costs, damages, liabilities, penalties, fines, dues and expenses incurred or paid, including reasonable attorneys' fees.

"Dispute Notice" has the meaning set forth in Section 2.3(c).

"Disputed Items" has the meaning set forth in Section 2.3(c).

"Election" has the meaning set forth in Section 6.9(a).

"Elections" has the meaning set forth in Section 6.9(a).

"Employment Agreements" means (i) those certain Employment Agreements, dated as of the Closing Date, by and between each Seller and the Company and (ii) the Modification of Employment Agreement between Don Fullerton and the Company, in each case in the form mutually agreed between the parties thereto.

"Environmental Law" means any applicable federal, state, local or foreign Law or other Law relating to human health and safety, pollution or the protection of the environment or natural resources (including indoor or ambient air, water, vapor, surface water, groundwater, drinking water supply, surface land, subsurface land, rock, sediment, plant and animal life or any other natural resource), hazardous substances, a community's right to know, worker protection and/or CFATS, the Comprehensive Environmental Response, Compensation and Liability Act (42

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U.S.C. § 9601 et seq.), the Hazardous Materials Transportation Act (49 U.S.C. App. § 1801 et seq.), the Resource Conservation and Recovery Act (42 U.S.C. § 6901 et seq.), the Clean Water Act (33 U.S.C. § 1251 et seq.), the Clean Air Act (42 U.S.C. § 7401 et seq.) the Toxic Substances Control Act (15 U.S.C. § 2601 et seq.), and the Federal Insecticide, Fungicide, and Rodenticide Act (7 U.S.C. § 136 et seq.), and the regulations promulgated pursuant thereto.

"ERISA" has the meaning set forth in Section 4.13(a).

"Final Closing Payment" has the meaning set forth in Section 2.3(f).

"Financial Statements" has the meaning set forth in Section 4.5(a).

"Fundamental Representations" means the representations and warranties set forth in Section 3.1 (Authorization/Legal Power), Section 3.3 (Ownership of Shares), Section 4.1 (Organization and Authority), Section 4.3 (Capitalization), Section 4.4 (Subsidiaries), Section 4.8 (Taxes) and Section 4.13 (Employee Benefit Plans, but solely to the extent relating to Pre-Closing Taxes).

"GAAP" means United States generally accepted accounting principles and practices as in effect from time to time consistently applied.

"Government Bid" means any quotation, bid or proposal by the Company, which, in each case, was of sufficient detail and completeness that, if accepted or awarded, would be a Government Contract.

"Government Contract" means a binding Contract of the Company for the performance of services or delivery of goods by the Company the end user of which, directly or indirectly, is a Governmental Body, including pursuant to any prime contract, subcontract, facility contract, joint venture agreement, basic ordering agreement, pricing agreement, letter contract, purchase order, delivery order, task order or other contractual arrangement of any kind, as may be modified by binding modification or change order, in each case between the Company and (a) any Governmental Body, (b) any prime contractor of a Governmental Body or (c) any subcontractor with respect to any contract of a type described in foregoing clause (a) or (b).

"Governmental Body" means any federal, state, local or non-U.S. governmental body of any nature (including any government and any governmental agency, quasi-governmental body or agency, instrumentality, agency, court, tribunal or commission, or any subdivision, department or branch of any of the foregoing) or body exercising, or entitled to exercise, any administrative, executive, judicial, legislative, police, regulatory or Taxing Authority or power of any nature.

"Hazardous Material" means any wastes, substances, products, pollutants or materials, whether solid, liquid or gaseous, that (i) are or contain asbestos, polychlorinated biphenyls, radioactive materials, oil, petroleum, toxic mold, or any by-product or fraction thereof, (ii) require removal, remediation or reporting under any Environmental Law, or are defined, listed or identified as "contaminants", "pollutants", "toxic substances", "toxic materials", "hazardous waste", "hazardous substances", "solid waste", "residual waste" or words of similar meaning and regulatory effect thereunder or (iii) have reactive, toxic, explosive, corrosive, flammable,

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infectious, radioactive, carcinogenic, mutagenic or otherwise hazardous characteristics and are regulated as such by any Governmental Body under any Environmental Law, and shall include any per- and polyfluoroalkyl substances.

"Indemnitee" has the meaning set forth in Section 8.7.

"Indemnitor" has the meaning set forth in Section 8.7.

"Independent Accountants" means a nationally recognized accounting firm mutually acceptable to Buyer and the Sellers subject to such accounting firm certifying to Buyer and the Sellers that it is an independent firm without any prior relationship with Buyer, the Sellers or the Company; provided that if such accounting firm is unwilling or unable to serve as the "Independent Accountants," Buyer and the Sellers shall agree upon a substitute accounting firm and such substitute accounting firm shall likewise certify its independence to Buyer and the Sellers.

"Intellectual Property" means all intellectual property and intellectual property rights arising under applicable Law in any jurisdiction throughout the world including the following: (a) all inventions (whether patentable or unpatentable and whether or not reduced to practice), all improvements thereto, and all patents, patent applications, and patent disclosures, together with all reissuances, continuations, divisions, continuations-in-part, revisions, extensions, and reexaminations thereof (collectively, "Patents"), (b) all trademarks, service marks, trade dress, logos, slogans, trade names, corporate names, Internet domain names, other source identifiers, and rights in telephone numbers, together with all translations, adaptations, derivations, and combinations thereof and including all goodwill associated therewith, and all applications, registrations, and renewals in connection therewith (collectively, "Trademarks"), (c) all copyrightable works, all copyrights, and all applications, registrations, and renewals in connection therewith, mask works, whether registered or not, works of authorship and all other rights corresponding thereto throughout the world including exclusive exploitation rights, moral rights and economic rights of authors and inventors, however denominated (collectively, "Copyrights") (d) all trade secrets and confidential, technical, and business information (including research and development, "know how" only as it applies to the proprietary work product and customers of the Company (but not otherwise with respect to the Sellers in performing services generally as professional architects, engineers, landscape architects and land surveyors), formulas, compositions, manufacturing and production processes and techniques, technical data, designs, drawings, specifications, customer and supplier lists, pricing and cost information, and business and marketing plans and proposals), (collectively, "Trade Secrets") (e) all computer software (including source code, executable code, data, databases, and related documentation), (f) all material advertising and promotional materials, (g) all other proprietary rights, and (h) all copies and tangible embodiments thereof (in whatever form or medium).

"Interim Balance Sheet Date" has the meaning set forth in Section 4.5(a).

"IRS" means the United States Internal Revenue Service.

"Knowledge of the Company" means the current actual knowledge of any Seller.

"Knowledge of a Seller" means the current actual knowledge of a Seller. "Knowledge of the Sellers" means the current actual knowledge of the Sellers.

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"Law" means any law (including common law), statute, code, Order, injunction, judgment, decree, permit, license, ordinance, rule, regulation, legal doctrine, consent agreement, judicial decision, ruling of any Governmental Body, and similar provisions having the force or effect of law.

"Lease" means all leases, subleases, licenses, concessions and other occupancy agreements (written or oral) for Real Property.

"Leased Real Property" has the meaning set forth in Section 4.18(b).

"Legal Proceeding" means any action, arbitration, audit, hearing, investigation, litigation or suit (whether civil, criminal, administrative, investigative or informal) commenced, brought, conducted or heard by or before, or otherwise involving, any Governmental Body or arbitrator.

"Lien" means any lien, encumbrance, pledge, mortgage, deed of trust, security interest, hypothecation, charge, option, right of first refusal, easement or servitude of any kind or character (including any of the foregoing adversely affecting the use, voting, transfer, receipt of income or other exercise of any attributes of ownership of an asset to which such Lien is applicable) whether voluntarily incurred or arising by operation of Law.

"Majority Shareholders" mean Shawn R. Bliss, Ryan P. Stilwell and J. Bradford Davis.

"Minority Shareholder" means William R. Lyon.

"Material Adverse Effect" means any event, change, occurrence or development of a set of circumstances or facts which, individually or together with any other event, change, occurrence or development, (a) has had, or would reasonably be expected to have, a material adverse effect on the ability of the Company to consummate the transactions contemplated hereby or which prevents the consummation by the Company of the transactions contemplated hereby, or (b) has a material adverse effect on the business, condition, (financial or otherwise), properties, assets, liabilities or results of operations of the Company, taken as a whole; provided, however, , in no event shall any of the following, alone or in combination, be deemed to constitute, nor shall any of the following be taken into account in determining whether there has been, a Material Adverse Effect: (i) general changes in economic, geographic, market, financial or capital market or political conditions, (ii) terrorism, war or the outbreak of hostilities, natural disasters or other force majeure events anywhere in the world, whether commencing before or after the date of this Agreement, (iii) changes in conditions generally affecting the industries in which the Company operate, (iv) any changes in applicable Laws or accounting rules (including GAAP), or the interpretation thereof by any Governmental Body, (v) the issuance or implementation of, and compliance or non-compliance with, any emergency orders, rules, declarations, decrees or mandates by any Governmental Body in response to the COVID-19 or other pandemic, (vi) the announcement of the consummation of the transaction under this Agreement, (vii) compliance with the terms of, or the taking of any action required or expressly permitted by, this Agreement or (viii) any actions taken (or omitted to be taken) at the request, or with the consent, of the Buyer.

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"Material Customer Contracts" means the Standard Form Customer Contracts and the Non-Standard Customer Contracts.

"Material Contracts" has the meaning set forth in Section 4.11(a).

"Material Licenses" has the meaning set forth in Section 4.10(b).

"Material Permit" has the meaning set forth in Section 4.16(c).

"NewHold" means NewHold AEC Corp., a Delaware corporation.

"Non-Standard Customer Contracts" means those Contracts with customers of the Company for the performance of services by the Company that are not Standard Form Customer Contracts and are listed on Schedule 4.11(c)(ii).

"Notice of Claim" has the meaning set forth in Section 8.7.

"Order" means any order, injunction, judgment, decree, ruling, writ, stipulation, determination, assessment or arbitration award, entered by or with any Governmental Body.

"Ordinary Course of Business" means the ordinary and usual course of the Company's business, consistent with past practice.

"Organizational Documents" has the meaning set forth in Section 4.1.

"Payoff Letters" means payoff letters in customary forms, reflecting all amounts required to be paid under or in connection with the discharge in full of all Company Indebtedness.

"Permits" means any approvals, authorizations, consents, licenses, franchises, permits, registrations, orders, or certificates of or from, or to be filed with or delivered to, or issued by a Governmental Body or pursuant to any Law.

"Permitted Liens" means (a) all defects, exceptions, restrictions, easements, rights of way, encumbrances and other Liens disclosed in policies of title insurance that have been made available to Buyer prior to the date of this Agreement; (b) statutory liens for current Taxes, assessments or other governmental charges not yet delinquent or the amount or validity of which is being contested in good faith by appropriate proceedings; (c) mechanics', carriers', workers', repairers' and similar Liens arising or incurred in the Ordinary Course of Business for amounts which are not yet due and payable or the amount or validity of which is being contested in good faith by appropriate proceedings; (d) zoning, entitlement and other land use and environmental regulations by any Governmental Body; (e) all Liens recorded in the public records with respect to any Leased Real Property, and (f) all Liens imposed by Laws relating to the offering, solicitation, subscription, sale, resale, issuance, exchange, transfer, distribution or other disposition of securities, including, the Securities Act and the Securities Exchange Act of 1934. "Person" means any individual, corporation, partnership, limited liability company, firm, joint venture, association, joint-stock company, trust, syndicate, person, unincorporated organization, Governmental Body or other entity and including any successor, by merger or otherwise, of any of the foregoing.

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"Policies" has the meaning set forth in Section 4.21.

"Post-Closing Tax Period" means any taxable period beginning after the Closing Date and, with respect to any Straddle Period, the portion of such Straddle Period beginning after the Closing Date.

"Post-Closing Taxes" means Taxes of the Company for any Post-Closing Tax Period and the portion of any Straddle Period beginning after the Closing Date (allocated as provided in Section 6.3(d)).

"Pre-Closing Tax Period" means any taxable periods (or portions thereof) ending on or prior to the Closing Date and, in the case of a Straddle Period, the portion of such Straddle Period through and including the Closing Date.

"Pre-Closing Taxes" means , without duplication, any and all, (i) Taxes of or owed by the Sellers or the Company for any Pre-Closing Tax Period including the portion of any Straddle Period for the Pre-Closing Tax Period (allocated as provided in Section 6.3(d)), including Taxes that have been deferred pursuant to the CARES Act and, without limitation, any and all Taxes imposed on the Company or its Subsidiaries resulting from any election under Section 338 of the Code, (ii) any and all Taxes imposed on the Company by reason of being or having been a member of an Affiliated Group or unitary group on or prior to the Closing pursuant to Treasury Regulation Section 1.1502-6 (or any similar provision of applicable state or local Law), (iii) Taxes imposed on the Company by reason of transferee or successor liability, Contract, assumption or otherwise by Law, as a result of an action taken by the Sellers or the Company, a transaction occurring, or a relationship existing prior to the Closing, (iv) any and all Transfer Taxes to be paid by Sellers under this Agreement, (v) any and all Taxes of or imposed on Buyer or any of its Affiliates as a result of an inclusion under Section 951(a) or Section 951A of the Code (or any similar provision of state or local Law) attributable to (a) "subpart F income," within the meaning of Section 952 of the Code (or any similar provision of state or local Law) of the Company received or accrued on or prior to the Closing Date, (b) the holding of "United States property," within the meaning of Section 956 of the Code (or any similar provision of state or local Law) by the Company on or prior to the Closing Date, or (c) "global intangible low-taxed income," within the meaning of Section 951A of the Code (or any similar provision of state or local Law) received or accrued on or prior to the Closing Date that is attributable to the Company, in each case, determined as if the taxable years of the Company ended on the Closing Date, (vi) Taxes of, or related to, the Company resulting from an election on or prior to the Closing Date pursuant to Section 965(h) of the Code (and applicable provisions of state and local Law) to pay the "net tax liability" (as defined under Section 965(h) of the Code) in installments, (vii) any and all withholding Taxes required to be deducted and withheld with respect to payments made by Buyer to Sellers (or by the Company to Sellers) (or in connection with the transactions contemplated by this Agreement, including the exercise of options or payment of stock or membership interests) pursuant to applicable Tax Laws in connection with the transactions contemplated pursuant to this Agreement and (viii) any and all amounts required to be paid by the Company pursuant to any Tax Sharing Agreement (that the Company was a party to on or prior to the Closing Date), provided, however, that Pre-Closing Taxes shall not include (x) Taxes to the extent such Taxes are specifically taken into account in the determination of Closing Working Capital, (y) Taxes to the extent such Taxes are specifically taken into account in the determination of Company Indebtedness, and (z) employment Taxes to

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the extent such employment Taxes are specifically taken into account in the determination of Company Transaction Expenses. Pre-Closing Taxes shall in respect of income Taxes, include any Tax liability for any taxable period attributable to any deferred revenue or prepaid amount received prior to the Closing Date that has not been included in taxable income with respect to a Pre-Closing Tax Period.

"Pre-Closing Tax Returns" has the meaning set forth in Section 6.3(b).

"Proceeding Notice" has the meaning set forth in Section 6.4.

"Professional License Change in Control" has the meaning set forth in Section 4.2(a).

"Projections" means, collectively, any projections, business plan information, estimates, forecasts, budgets, pro-forma financial information or other statements communicated (orally or in writing) (but specifically excluding the Financial Statements) to or made available to Buyer of future revenues, profitability, expenses or expenditures, future results of operations (or any component thereof), future cash flows or future financial component (or any component thereof) of the business of the Company.

"Pro Rata Share" means each Seller's pro rata ownership share of the Shares set forth on Schedule 1.1B.

"Purchase Price" has the meaning set forth in Section 2.1.

"Real Property Leases" has the meaning set forth in Section 4.18(b).

"Related Persons" has the meaning set forth in Section 9.10.

"Release" has the meaning set forth in Section 9.10.

"Released Claim" or "Released Claims" has the meaning set forth in Section 9.10.

"Restricted Period" means the time period commencing on the Closing Date and ending on (i) the date that is the third (3rd) anniversary from the Closing Date for the Majority Shareholders and (ii) the date that is the second (2nd) anniversary from the Closing Date for the Minority Shareholder.

"Restrictive Covenants" means those covenants of each of the Sellers set forth in Section 6.11.

"R&W Insurance Policy" has the meaning set forth in Section 8.4.

"Securities Act" means the Securities Act of 1933.

"Seller Documents" has the meaning set forth in Section 3.1(a).

"Seller Indemnified Persons" has the meaning set forth in Section 8.3.

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"Seller Party Notice" has the meaning set forth in Section 6.4.

"Sellers Tax Contest" has the meaning set forth in Section 6.4.

"Shares Title Defect" means, with respect to all or a portion of the Shares sold hereunder or purported to be sold hereunder by a Seller, as of Closing, such Seller (i) did not own, legally or beneficially, such Shares, free and clear of any Liens, (ii) had an obligation to sell or otherwise dispose of such Shares to any Person (other than Buyer), or (iii) had granted a power of attorney or proxy with respect to such Shares that was not revoked or has authority to sell such Shares.

"Shares" has the meaning set forth in the recitals to this Agreement.

"Stockholders Agreement" means that certain Third Amended and Restated Stockholders Agreement of the Company dated December 31, 2019, as it may be amended from time to time.

"Standard Form Customer Contract" means the form of Contract of the Company used with a particular recurring customer of the Company listed on Schedule 4.11(c)(iii) (i) which applies to all Contracts in effect for the performance of services by the Company with respect to such recurring customer and (ii) the terms and conditions of which remain substantially the same under all Contracts for the performance of services by the Company with respect to such recurring customer. "Standard Form Customer Contracts" means all of them.

"Straddle Period" means any taxable period beginning on or before the Closing Date and ending after the Closing Date.

"Straddle Period Tax Return" has the meaning set forth in Section 6.3(c).

"Subsidiary" means, with respect to any Person, any other Person of which fifty percent (50%) or more of the outstanding voting securities or other voting equity interests are owned, directly or indirectly, by such Person.

"Supplier" means any Person that is a supplier of the Company or Buyer or was a supplier of the Company or Buyer within two (2) years prior to the Closing Date.

"Target Working Capital" means $2,019,000.

"Tax Gross-Up Amount" has the meaning set forth in Section 6.9(d).

"Tax Proceeding" has the meaning set forth in Section 4.8(b).

"Tax Return" means any return, declaration, report, form (including Form TD F 90-22.1 and FinCEN Form 114 and any predecessor or successor forms), estimate, claim for refund or credit, information return (including all IRS Forms 1099 (and comparable state or local form)) or statement, and any amendment thereto, including any consolidated, combined or unitary return or other document (including any related or supporting information or schedule), filed with or submitted to, or required to be filed with or submitted to, any Taxing Authority in connection with

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the determination, assessment or collection of any Taxes, including any schedule or attachment thereto or amendment thereof.

"Tax Sharing Agreement" shall mean any Tax indemnity agreement, Tax sharing agreement, Tax allocation agreement, Tax holiday agreement or similar contract or arrangement, whether written or unwritten (including, without limitation, any such agreement, contract or arrangement included in any purchase or sale agreement, merger agreement, joint venture agreement or other document); provided, however, that a Tax Sharing Agreement does not include Contracts entered into in the Ordinary Course of Business and this Agreement (or other agreements contemplated hereunder).

"Taxes" means (a) all federal, state, local or non-U.S. taxes or other similar assessments, charges fees or levies, including all net income, alternative or add-on minimum, gross receipts, capital, escheat, premium, sales, use, goods and services, ad valorem, unclaimed property, real property, personal property, recording, registration, value added, transfer, title, franchise, profits (including windfall profits), inventory and merchandise, capital stock, license, franchise, margins, property, withholding, payroll, employment, deductions at source, social security (or similar), intangibles, gains, unemployment, business privilege, federal highway use, commercial rent or environmental tax, disability, excise, severance, stamp, business and occupation, health care , transaction, and health care insurance, qui tam suits brought by any Person which is related or attributable to taxes, property and estimated taxes, and (b) all interest, penalties, fines, additions to tax or additional amounts imposed by any Taxing Authority in connection with (i) any item described in clause (a) or (ii) the failure to comply with any requirement imposed with respect to any Tax Return, and (c) liability in respect of any items described in clause (a) and/or (b) payable by reason of contract (including any Tax Sharing Agreement), assumption, transferee, successor or similar liability, bulk sales or similar liability, operation of law (including pursuant to Treasury Regulations Section 1.1502-6 (or any predecessor or successor thereof or any analogous or similar state, local, or foreign Law)) or otherwise.

"Transfer Taxes" has the meaning set forth in Section 6.8.

"Taxing Authority" means each federal, state, local or non-U.S. government or any governmental, administrative or regulatory authority, agency, court, commission, tribunal, body or instrumentality of any government that imposes, regulates, administers, collects or regulates the collection of Taxes in any applicable jurisdiction.

"Territory" means any state, county, or locality in the United States in which the Company or Buyer conducts business as of the Closing Date.

"Third-Party Claim" means, with respect to an Indemnitee, any claim, demand, suit, action, arbitration, investigation, formal inquiry or other Legal Proceeding that is brought or asserted against such Indemnitee by any Person other than a party to this Agreement or an Affiliate of a party to this Agreement, in each case, with respect to which any Indemnitor may become obligated to provide indemnification pursuant to this Agreement.

"Treasury Regulations" shall mean the Treasury regulations promulgated under the Code, as such Treasury Regulations may be amended from time to time. Any reference herein to

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a particular provision of the Treasury Regulations means, where appropriate, the corresponding successor provision.

"Unresolved Items" has the meaning set forth in Section 2.3(d).

1.2 Other Definitional and Interpretive Matters. Unless otherwise expressly provided, for purposes of this Agreement, the following rules of interpretation shall apply:

(a) Calculation of Time Period. When calculating the period of time before which, within which or following which any act is to be done or step taken pursuant to this Agreement, the date that is the reference date in calculating such period shall be excluded. If the last day of such period is a non-Business Day, the period in question shall end on the next succeeding Business Day.

(b) Dollars. Any reference in this Agreement to $ shall mean U.S. dollars.

(c) Exhibits/Schedules. The Exhibits and Schedules to this Agreement are hereby incorporated and made a part hereof and are an integral part of this Agreement. All Exhibits and Schedules annexed hereto or referred to herein are hereby incorporated in and made a part of this Agreement as if set forth in full herein. Any capitalized terms used in any Schedule or Exhibit but not otherwise defined therein shall be defined as set forth in this Agreement.

(d) Gender and Number. Any reference in this Agreement to gender shall include all genders, and words imparting the singular number only shall include the plural and vice versa.

(e) Headings. The provision of a Table of Contents, the division of this Agreement into Articles, Sections and other subdivisions and the insertion of headings are for convenience of reference only and shall not affect or be utilized in construing or interpreting this Agreement. All references in this Agreement to any "Section" are to the corresponding Section of this Agreement unless otherwise specified.

(f) Herein. The words such as "herein," "hereinafter," "hereof," and "hereunder" refer to this Agreement as a whole and not merely to a subdivision in which such words appear unless the context otherwise requires.

(g) Including. The word "including" or any variation thereof means "including, without limitation" and shall not be construed to limit any general statement that it follows to the specific or similar items or matters immediately following it.

(h) Or. The word "or" shall not be exclusive unless the context requires otherwise.

(i) Law. Reference to any Law means such Law as amended, modified, codified, replaced or re-enacted, in whole or in part, including rules, regulations, enforcement procedures and any interpretations promulgated thereunder.

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(j) Agreements. Reference to any agreement, document or instrument means such agreement, document or instrument as amended, modified or restated and in effect from time to time in accordance with the terms thereof and, if applicable, the terms hereof.

(k) Dataroom. For purposes of the representations and warranties hereunder, any information or document or item will be deemed "delivered" "provided" or "made available" by the Company or the Seller, as applicable, if such document or item is included in the electronic Dataroom but only to the extent such information or document was accessible to Buyer or its Affiliates and Representatives at least two (2) Business Days prior to the date of this Agreement, unless such two (2) Business Day period is waived by Buyer.

1.3 No Presumption Against Drafting Party. The parties hereto have participated jointly in the negotiation and drafting of this Agreement and, in the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as jointly drafted by the parties hereto and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provision of this Agreement.

ARTICLE II
PURCHASE AND SALE; CLOSING

2.1 Purchase and Sale of Shares. Subject to the terms and conditions set forth in this Agreement, at the Closing, the Sellers shall sell, assign, and transfer to Buyer, free and clear of any and all Liens whatsoever, and Buyer shall purchase from the Sellers, the Shares for Twenty-Three Million Two Hundred Sixty-Five Thousand Dollars ($23,265,000), plus the Tax Gross-Up Amount (the "Purchase Price").

2.2 Closing Payment.

(a) The Closing Payment shall be an amount in cash equal to the following:

(i) The Purchase Price, plus

(ii) (x) the amount by which Closing Working Capital is greater than Target Working Capital, or (y) minus the amount by which Closing Working Capital is less than Target Working Capital; minus

(iii) Company Indebtedness as of the Closing (which shall be paid by Buyer on the Closing Date to the holders of such Company Indebtedness), minus

(iv) Company Transaction Expenses (which shall be paid by Buyer on the Closing Date to the third parties entitled thereto).

(b) The Closing Payment shall be paid by Buyer to each of the Sellers, in accordance with such Seller's Pro Rata Share, by wire transfer of immediately available funds to the bank accounts designated by the Sellers in writing.

2.3 Closing Payment Adjustments.

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(a) The parties agree that, for purposes of Closing, the amounts paid by Buyer pursuant to Sections 2.2(a)(ii)-(iv) are estimates and will be finally determined in accordance with this Section 2.3.

(b) No later than ninety (90) days following the Closing Date, Buyer shall prepare and deliver to the Sellers Buyer's written determination of (i) Closing Working Capital, (ii) Company Indebtedness as of Closing, (iii) Company Transaction Expenses and (iv) using the determinations contemplated by clauses (i) through (iii), the resulting Closing Payment, in reasonably detailed and explanatory form and together with reasonable supporting documents, information and calculations that Buyer has utilized in connection with the making of such determination, as derived from review of the financial and other records of the Company by Buyer after the Closing Date and calculated in accordance with the defined terms set forth herein (the "Closing Statement").

(c) In the event that the Sellers dispute any of the amounts set forth in the Closing Statement, the Sellers shall, within sixty (60) days following the date on which Buyer delivers the Closing Statement to Sellers, prepare and deliver to Buyer a written notice of dispute ("Dispute Notice"), which Dispute Notice shall (i) specify in reasonable detail the nature and dollar amount (to the extent known to the Sellers) of any disagreement so asserted (for purposes of this Section 2.3, collectively, the "Disputed Items"). If the Sellers timely delivers a Dispute Notice, then the determination of the Closing Payment (in accordance with the resolution described in clause (x) or (y) below, as applicable) shall become final, binding and conclusive upon Buyer and the Sellers on the first to occur of (x) the date on which Buyer and the Sellers resolve in writing all differences they have with respect to the Disputed Items or (y) the date on which all of the Disputed Items that are not resolved by Buyer and the Sellers in writing are finally resolved in writing by the Independent Accountants in accordance with Section 2.3(d).

(d) During the thirty (30) days following delivery of a Dispute Notice, Buyer and the Sellers shall seek in good faith to resolve in writing any differences that they have with respect to all of the Disputed Items. Any Disputed Item resolved in writing by Buyer and the Sellers shall be deemed final, binding and conclusive on Buyer and the Sellers. If Buyer and the Sellers do not reach agreement on all of the Disputed Items during such thirty (30)-day period (or such longer period as they may mutually agree in writing), then at the end of such thirty (30)-day (or longer) period, Buyer and the Sellers shall submit all unresolved Disputed Items (collectively, the "Unresolved Items") to the Independent Accountants and the other party to review and resolve such matters and provide all documentary materials and analyses that Buyer or Sellers, as the case may be, believes to be relevant to a resolution of the dispute set forth in the Dispute Notice. The Independent Accountants shall only consider the Unresolved Items and, with respect thereto, the documentary materials and analyses that Buyer and Sellers actually submit to the Independent Accountants in connection with the dispute set forth in the Dispute Notice. The Independent Accountants shall act as experts, and not mediators, in assessing the dispute in the Dispute Notice and the Unresolved Items. The Independent Accountants shall determine each Unresolved Item (the amount of which may not be more favorable to Buyer than the related amount reflected in the Closing Statement nor more favorable to the Sellers than the related amount set forth in the Dispute Notice) as promptly as may be reasonably practicable, and Buyer and the Sellers shall instruct the Independent Accountants to endeavor to complete such process within a period of no more than thirty (30) days. The Independent Accountants may conduct such proceedings as the Independent

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Accountants believe necessary and appropriate, in their sole discretion; provided that the Independent Accountants shall apply the provisions of this Agreement concerning determination of the Closing Statement. In addition, except as Buyer and the Sellers may otherwise agree, all communications between Buyer and the Sellers or any of their respective representatives, on the one hand, and the Independent Accountants, on the other hand, shall be in writing with copies simultaneously delivered to the non-communicating party. The Independent Accountants' determination of the Unresolved Items shall be final, binding and conclusive on Buyer and the Sellers, effective as of the date the Independent Accountants' written determination is received by Buyer and the Sellers. Each of Buyer, on the one hand, and the Sellers, on the other hand, shall bear its own legal, accounting and other fees and expenses of participating in such dispute resolution procedure. The fees and expenses of the Independent Accountants incurred pursuant to this Section 2.3(d) (the "Accounting Fees") shall be paid by the party (the Buyer, on the one hand, or the Sellers , on the other hand) whose proposed amount was different by the greater amount from the final determination of the Independent Accountants, or equally by the Buyer, on the one hand, and the Sellers, on the other hand, if the final determination of the Independent Accountants shall be equidistant from each amount.

(e) In the event that Sellers fails to deliver a Dispute Notice to Buyer within sixty (60) days following the date on which Buyer delivers the Closing Statement to the Sellers, then the Closing Statement prepared by Buyer shall be deemed to be and shall become final, binding and conclusive on Sellers.

(f) Upon final determination of the Closing Payment pursuant to Section 2.3(c) or Section 2.3(d) (the "Final Closing Payment"), an adjustment to the Purchase Price will be determined and paid as follows:

(i) If the Closing Payment exceeds the Final Closing Payment, then the Sellers shall pay to Buyer by wire transfer of immediately available funds the amount of such excess within three (3) Business Days of the determination of the Final Closing Payment to the account designated by Buyer in writing.

(ii) If the Final Closing Payment exceeds the Closing Payment, then, within three (3) Business Days of the determination of the Final Closing Payment, Buyer shall pay by wire transfer of immediately available funds to the Sellers the amount of such excess, in accordance with their respective Pro Rata Share to the accounts designated by the Sellers in writing.

2.4 Closing. The consummation of the transactions as contemplated hereby (the "Closing") shall take place remotely via exchange of documents and signatures (or in such other manner as the parties may designate in writing) at 10:00 a.m. Eastern time on the date hereof (the "Closing Date"). Notwithstanding the foregoing, the Closing shall be deemed effective for all purposes as of the Adjustment Time.

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ARTICLE III
SELLER REPRESENTATIONS AND WARRANTIES

Except as disclosed in the Disclosure Schedules, each Seller hereby represents and warrants to Buyer as of the date hereof as follows:

3.1 Authorization/Legal Power; Enforceability.

(a) Such Seller has legal capacity to execute and deliver this Agreement and each other agreement, document, or instrument or certificate contemplated by this Agreement or to be executed by such Seller in connection with the consummation of the transactions contemplated by this Agreement (collectively, the "Seller Documents"), to which such Seller is a party, and to consummate the transactions contemplated hereby and thereby. No Person has any community property rights by virtue of marriage or otherwise in any of the Shares owned by such Seller.

(b) This Agreement has been duly and validly executed and delivered by such Seller and, assuming the due authorization, execution and delivery by the other parties hereto and thereto, this Agreement and each Seller Document to which such Seller is a party constitutes a legal, valid and binding obligation of such Seller, enforceable against such Seller in accordance with its terms, except as such enforceability may be limited by (i) applicable bankruptcy, insolvency, reorganization, moratorium and similar laws affecting creditors' rights generally and (ii) general principles of equity.

3.2 Conflicts; Consents of Third Parties.

(a) The execution and delivery by such Seller of this Agreement or each Seller Document to which such Seller is a party do not, and, the consummation of the transactions contemplated hereby or thereby and compliance by such Seller with any of the provisions hereof or thereof will not conflict with, or result in any violation of or default (with or without notice or lapse of time, or both) under, or give rise to a right of termination or cancellation under, any provision of (i) any Contract or Permit to which such Seller is a party or by which any of the properties or assets of such Seller are bound; (ii) any Order of any Governmental Body applicable to such Seller or by which any of the properties or assets of such Seller are bound; or (iii) any applicable Law.

(b) No Consent, waiver, approval, Order, Permit or authorization of, declaration or filing with or notification to any Person or Governmental Body is required on the part of such Seller in connection with the execution and delivery of this Agreement or any Seller Document to which such Seller is a party, the compliance by such Seller with any of the provisions hereof or thereof or the consummation of the transactions contemplated hereby or thereby, except for such Consents, waivers, approvals, Orders, Permits or authorizations as are specified in Schedule 3.2(b) of the Disclosure Schedules or except for such Consents, waivers, approvals, Orders, Permits or authorizations that, if not obtained, would not have a Material Adverse Effect on such Seller's ability to consummate the transactions contemplated hereby.

3.3 Ownership of Shares. Such Seller owns, beneficially and legally, free and clear of any Liens (other than any restrictions under the Securities Act, state securities laws and the

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Stockholders Agreement), the Shares set forth opposite such Seller's name on Schedule 3.3 of the Disclosure Schedules. There are no commitments, options, contracts or other arrangements under which such Seller is or may become obligated to sell or otherwise dispose of such Seller's Shares. As of the date hereof, such Seller has not granted a power of attorney or proxy with respect to any of such Seller's Shares that has not been validly revoked.

3.4 Financial Advisors. No Person has acted, directly or indirectly, as a broker, finder or financial advisor for such Seller in connection with the transactions contemplated by this Agreement and no Person is entitled to any fee or commission or like payment from such Seller, the Company or Buyer in respect thereof.

3.5 Litigation. There are no Legal Proceedings pending or, to the Knowledge of a Seller, threatened against or by such Sellers or any Affiliate of such Seller that challenge or seek to prevent, enjoin or otherwise delay the transactions contemplated by this Agreement. No event has occurred or circumstances exist that may give rise to or serve as a basis for any such Legal Proceeding.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF THE COMPANY

Except as disclosed in the Disclosure Schedules, the Sellers hereby represent and warrant to Buyer as of the date hereof as follows:

4.1 Organization and Authority

(a) The Company is a corporation duly incorporated, validly existing and in good standing under the Laws of the State of Florida and has all requisite corporate power and authority to own, lease and operate its properties and assets and to carry on its business as now conducted. The Company is duly licensed, qualified or authorized to do business as a foreign corporation and is in good standing under the Laws of each jurisdiction in which it owns or leases real property and each other jurisdiction in which the conduct of its business or the ownership of its properties requires such license, qualification or authorization, except where the failure to be so licensed, qualified, authorized or in good standing would not be reasonably likely to have, individually or in the aggregate, a Material Adverse Effect. The Company has made available to Buyer true, correct and complete copies of the Company's Articles of Incorporation, bylaws of the Company, the Stockholders Agreement and any other organizational or governing documents of the Company, each as amended to date (collectively, "Organizational Documents"). The Company is not in violation of the Company's Organizational Documents. The Company has not conducted any business under any name other than "Prosser, Inc."

(b) The Company has the necessary corporate power and authority to execute and deliver this Agreement and any related document to which it is a party, to perform its obligations hereunder and thereunder, and to consummate the transactions contemplated hereby and thereby. The execution, delivery and performance by the Company of this Agreement and any related documents to which it is a party, and the consummation by the Company of the transactions contemplated hereby and thereby, have been duly and validly authorized by all necessary corporate action. This Agreement and any related document to which it is a party have

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been duly executed and delivered by the Company and, assuming due execution and delivery by each of the other parties hereto, constitute the legal, valid and binding obligation of the Company, enforceable against the Company in accordance with their terms, except as such enforceability may be limited by (i) applicable bankruptcy, insolvency, reorganization, moratorium and similar laws affecting creditors' rights generally and (ii) general principles of equity.

4.2 Conflicts; Consents of Third Parties

(a) Except as set forth on Schedule 4.2(a) of the Disclosure Schedules, the execution, delivery and performance by the Company of this Agreement and any related documents to which it is a party, the consummation of the transactions contemplated hereby and thereby, or compliance by the Company with any of the provisions hereof or thereof (in each case, with or without the giving of notice or lapse of time, or both) do not, and will not (i) violate or conflict with the Company's Organizational Documents; (ii) violate, breach, conflict with or constitute a default, an event of default, or an event creating any additional rights (including rights of amendment, impairment, modification, suspension, revocation, acceleration, termination or cancellation), impose additional obligations or result in a loss of any rights, or require a Consent or the delivery of notice under any Material Customer Contract, or Material Permit to which the Company is a party or by which any of the properties or assets of the Company is bound; (iii) violate, breach, conflict or require a Consent or the delivery of notice under any Order of any Governmental Body applicable to the Company or by which any of the properties or assets of the Company is bound; or (iv) violate, breach, conflict or require a Consent or the delivery of notice under any applicable Law; provided, that, the Sellers make no representation or warranty as to whether the change of ownership of the Shares contemplated hereunder from the Sellers, who are individuals holding professional licenses in the State of Florida, directly or indirectly, to the Buyer, a Maryland corporation (the "Professional License Change in Control"), (x) violates or conflicts with any Law or any Material Permit (or results in the revocation or termination of any Material Permit) of the Company or (y) prohibits the Company from operating the Business following the Professional License Change in Control, and this Section 4.2 shall not apply to the Professional License Change in Control.

(b) Except as set forth on Schedule 4.2(b) of the Disclosure Schedules, no Consent, waiver, approval, Order, Permit or authorization of, or declaration or filing with, or notification to, any Person or Governmental Body is required on the part of the Company in connection with the consummation of the transactions contemplated hereby or thereby under (i) applicable Law, (ii) any Material Customer Contract, (iii) any Material Permit or (iv) Order applicable to the Company.

4.3 Capitalization. Except as set forth on Schedule 4.3 of the Disclosure Schedules:

(a) The authorized capital stock of the Company consists of 10,000 shares of common stock, par value $1 per share ("Common Stock"), of which 850 shares are issued and outstanding and constitute the Shares. The Common Stock is the Company's only class of shares. All of the Shares have been duly authorized, are validly issued, fully paid and non-assessable, and are owned of record and beneficially by the Sellers. Under the transactions contemplated by this Agreement, the Sellers shall transfer the Shares to Buyer, free and clear of all Liens.

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(b) The Shares have not been issued in violation of any preemptive or similar rights or any applicable Law. Other than the Stockholders Agreement, here is no outstanding option, obligation, warrant, call, "phantom" stock plans, stock based performance rights, stock appreciation rights, conversion or preemptive rights, exchange rights, rights of first refusal, stockholder agreement, debt convertible into securities having such rights, or Contract of any character to which the Company is a party that, in each case, could require, and there are no securities of the Company outstanding that upon conversion or exchange would require, the issuance, of any additional equity interest of the Company or other securities convertible into, exchangeable for or evidencing the right to subscribe for or purchase equity interest of the Company or any profit participation or equity appreciation rights or similar plans or rights of the Company. The Company is not a party to and is not bound by any voting trust, proxies or other Contract with respect to the voting, redemption, sale, transfer or other disposition of the equity interest of the Company.

4.4 Subsidiaries. Except as set forth on Schedule 4.4 of the Disclosure Schedules, the Company does not directly or indirectly own or hold the right to acquire any shares of stock, equity, partnership, membership or similar interest in, or any interest convertible into, exercisable for the purchase of or exchangeable for any such equity, partnership, membership or similar interest in, or any other security of or interest in any other Person or have any obligation to make any investment in any Person.

4.5 Financial Statements

(a) The Company has delivered to Buyer copies of the following financial statements (collectively, the "Financial Statements"): (i) unaudited balance sheet of the Company as of the years ended December 31, 2020 and December 31, 2019 and the related unaudited statements of income, changes in stockholders' equity (deficit) and cash flows of the Company for the calendar year then ended (collectively, the "Annual Financial Statements"); and (ii) unaudited balance sheet of the Company as of September 30, 2021 (the "Interim Balance Sheet Date") and the related statements of income, changes in stockholders' equity (deficit) and cash flows of the Company for the nine (9) months then ended. Each of the Financial Statements (x) has been prepared from the books of account and financial records of the Company, which are complete and accurate in all material respects, and (y) except as set forth on Schedule 4.5(a) of the Disclosure Schedules, has been prepared in accordance with GAAP consistently applied during the periods covered by the Financial Statements and fairly present in all material respects the financial position, results of operations, stockholders' equity and cash flows of the Company as of the dates and for the periods indicated therein.

(b) Neither the Company nor any Seller has received any material complaint, allegation, assertion or claim that the accounting or auditing practices, procedures, methodologies or methods of the Company, or its respective internal accounting controls, do not comply with applicable Laws or have resulted in material misstatement of the Financial Statements.

(c) The books and records of the Company from which the Financial Statements were prepared (i) are true, complete and correct in all material respects, (ii) form the basis for the Financial Statements and (iii) reflect in all material respects the assets, liabilities, financial position, results of operations and cash flows of the Company. The management

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information systems of the Company are adequate for the preservation of relevant material information and the preparation of accurate reports.

(d) The Company has established and maintains a system of internal accounting controls that is sufficient to provide reasonable assurances (i) regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with GAAP, (ii) that transactions are recorded as necessary to permit the preparation of financial statements in accordance with GAAP, (iii) that receipts and expenditures of the Company are being made only in accordance with the authorization of its management and its board of directors (or similar governing body) and (iv) regarding prevention or timely detection of the unauthorized acquisition, use or disposition of the assets of the Company that could have a material effect on the financial statements of the Company.

(e) All Accounts Receivable represent valid obligations arising from products or services actually sold by the Company. Except as set forth on Schedule 4.5(e) of the Disclosure Schedules, the Accounts Receivable are (i) reflected in the accounting records of the Company or (ii) included in the determination of Closing Working Capital. There is no pending or, to the Knowledge of the Company threatened contest, claim, or set-off under any Contract with any obligor of an Account Receivable relating to the amount or validity of such Account Receivable.

4.6 No Undisclosed Liabilities; Indebtedness

(a) The Company does not have any liabilities, debts or obligations, whether accrued or fixed, absolute or contingent, or matured or unmatured, other than (i) liabilities reflected and adequately reserved against in the balance sheet of the Company as of the Interim Balance Sheet Date delivered pursuant to Section 4.5(a), (ii) liabilities incurred in the Ordinary Course of Business after the Interim Balance Sheet Date, or which, individually or in the aggregate, are not material in nature or amount, (iii) liabilities to the extent included in the calculation of Closing Working Capital, (iv) liabilities incurred under this Agreement or in connection with the transactions contemplated hereby, (v) executory Contract obligations, (vi) Company Indebtedness and Company Transaction Expenses, and (vii) liabilities specifically identified in the Disclosure Schedules of this Agreement.

(b) Except as set forth on Schedule 4.6 of the Disclosure Schedules, the Company does not have any outstanding Company Indebtedness.

4.7 Absence of Certain Developments. Except as set forth on Schedule 4.7 of the Disclosure Schedules, since the December 31, 2020, (i) the Company has conducted its business only in the Ordinary Course of Business, (ii) there has occurred no event, condition, change, effect, occurrence, or development of a set of circumstances or facts relating to the Company that had or reasonably would be expected to have, individually or in the aggregate, a Material Adverse Effect and (iii) the Company has not:

(a) authorized, transferred, issued, sold or disposed of any shares or other securities of the Company or granted options, warrants, calls or other rights to purchase or otherwise acquire shares or other securities of the Company;

(b) made any other distribution in respect of the Company's equity interests;

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(c) effected any recapitalization, reclassification or like change in the capitalization of the Company;

(d) acquired any real property or sold, assigned, licensed, transferred, conveyed, leased or otherwise disposed of any real property, or amended, modified, extended, renewed or terminated any Lease or entered into any new Lease;

(e) acquired any material properties or assets outside the Ordinary Course of Business;

(f) sold, assigned, leased, licensed, subleased, exchanged, mortgaged, pledged, transferred, encumbered, disposed or made any agreement to sell, assign, lease, license, sublease, exchange, mortgage, pledge, transfer, encumber or otherwise dispose of, any material assets, interests, businesses or properties, except for dispositions in the Ordinary Course of Business;

(g) waived any material rights under any Material Customer Contract;

(h) implemented or adopted any change in its accounting methods, policies, principles or procedures, except as required by applicable Law or by GAAP;

(i) cancelled, settled, discharged or compromised any debt or claim or waived or released any right of the Company;

(j) entered into any commitment for capital expenditures of the Company in the same transaction or series of related transactions;

(k) delayed or postponed the payment of accounts payable and other liabilities, accelerated the collection of accounts receivable and invoicing or product delivery outside the Ordinary Course of Business;

(l) incurred any Company Indebtedness or incurred or become subject to any liability, except current liabilities incurred in the Ordinary Course of Business;

(m) (i) increased the compensation (including salaries, compensation, bonuses, incentives, pension, or severance) or employee benefits provided to any Business Employees, directors or other individual service providers of the Company, except increases in base salaries the Ordinary Course of Business or (ii) adopt, amend or terminate any Company Benefit Plan, except to the extent required to comply with the requirements of applicable Law or as requested by Buyer or as contemplated by this Agreement;

(n) made any loans or advances to any Person;

(o) made, rescinded, amended or filed any Tax election, any annual Tax accounting period, any method of Tax accounting, any amended Tax Return, any closing agreement with respect to any Tax, settlement of any Tax claim or any assessment or surrender any right to claim a Tax refund;

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(p) enter into, or amend, modify, or terminate, any employment or consulting agreement involving annualized base compensation in excess of $50,000, or enter into any collective bargaining agreement;

(q) amended or restated the Organizational Documents;

(r) created or incurred any Liens (other than Permitted Liens) on any assets or properties of the Company, the Shares or other equity securities of the Company;

(s) make or receive any notice of cancellation, termination or non-renewal, whether written or oral, with respect to any Material Customer Contract with future revenues under such Material Customer Contract exceeding $50,000; or

(t) entered into any Contract to do anything prohibited by the foregoing Section 4.7(a) through Section 4.7(o).

4.8 Taxes. Except as set forth on Schedule 4.8 of the Disclosure Schedules:

(a) The Company has duly and timely filed all Tax Returns required to be filed by it, and each such Tax Return is true, correct and complete in all material respects. All Taxes due and owing by the Company (whether or not shown on any Tax Return) have been duly and timely paid. The Company is not the beneficiary of any extension of time within which to file any Tax Return (which has not been timely filed). The Financial Statements reflect an adequate reserve for all Taxes payable by the Company with respect to all taxable periods and portions thereof Field Code Changed through the date of such Financial Statements. The Company has made adequate reserves on the books and records for all Taxes payable with respect to any Pre-Closing Tax Period. All Taxes required to be withheld by the Company with respect to amounts paid or owing to any employee, independent contractor, creditor, stockholder or other third party have been withheld and, to the extent due, have been duly and timely paid to the proper Taxing Authority. No written (or, to the Knowledge of the Company, oral) claim has ever been made by a Taxing Authority in a jurisdiction where the Company does not file Tax Returns that the Company is or may be subject to taxation by that jurisdiction. There are no Liens for Taxes (other than Taxes not yet due and payable and with respect to which an adequate reserve has been established in accordance with GAAP) upon any of the assets of the Company. The Company has made available to Buyer correct and complete copies of all Tax Returns, examination reports, and statements of deficiencies assessed against, or agreed to by the Company for any tax periods ending on or after January 1, 2018.

(b) None of the Tax Returns filed by the Company or Taxes payable by the Company has been the subject of an audit, action, suit, proceeding, written (or, to the Knowledge of the Company, oral) claim, examination, deficiency or assessment by any Taxing Authority (a "Tax Proceeding"), and no such Tax Proceeding is currently pending or, to the Knowledge of the Company, threatened. The Company has not waived any statute of limitation with respect to any Tax or is a party to a written (or, to the Knowledge of the Company, oral) agreement to any extension of time with respect to a Tax assessment or deficiency (unless the period to which it has been waived or extended has expired), other than extensions occurring solely as a result of

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extensions of time to file Tax Returns that do not require the affirmative Consent of the applicable Taxing Authority.

(c) The Company (i) has not been a member of an affiliated group filing an affiliated, consolidated, combined or unitary federal income Tax Return, (ii) has no liability for the Taxes of any Person (other than the Company) under Treasury Regulation Section 1.1502-6 (or any corresponding provision of state, local or non-U.S. Tax Law), or as a transferee or successor, by Contract or otherwise, (iii) is not a party to or bound by any Tax allocation or sharing agreement, (iv) is not a party to any agreement, contract, or plan that would result, separately or in the aggregate, in the payment of any "excess parachute payment" within the meaning of Section 280G of the Code (or any corresponding provision of applicable Tax Law) in connection with the consummation of the transactions contemplated by this Agreement, (v) owns no "U.S. real property interests" (within the meaning of Section 897 of the Code and the Treasury Regulations thereunder), (vi) has not distributed stock of another Person, nor has it had its securities distributed by another Person, in a transaction that was purported or intended to be governed in whole or in part by Sections 355, 361 or 1031 of the Code, (vii) is not nor has been a party to any "reportable transaction," as defined in Section 6707A(c)(1) of the Code and Treasury Regulation Section 1.6011-4(b), viii) is not nor has been subject to adjustment under Section 482 of the Code (including any similar provision of state, local, or non-U.S. Tax Law), and there is no basis for any such adjustment, (ix) has no outstanding power of attorney authorizing anyone to act on behalf of the Company in connection with any Tax, Tax Return or Tax Proceeding, (x) is not party to and has not submitted any outstanding closing agreement, ruling request, request to consent to a change in method of accounting, subpoena or written request for information with or by any Taxing Authority with respect to the Company, its income, deductions, assets, liabilities, business or any Tax or Tax Return, (xi) is not required to include any adjustment under Section 481 of the Code (or any similar provision of state, local, or non-U.S. Tax Law) in income for any period ending after the Interim Balance Sheet Date; (xii) does not have any "tax exempt bond finance prop" or "tax exempt use prop" within the meaning of Section 168(g) of the Code, (xiii) does not have nor has had a fixed place of business, permanent establishment or nexus outside the U.S. or in any jurisdiction in which it does not currently file Tax Returns, and (xiv) has not made any Tax-related disclosure pursuant to FASB Accounting Standards Codification Section 740 or 450 or on Form 1120 Schedule UTP.

(d) The Company will not be required to include any item of income in, or exclude any item of deduction from, taxable income for any taxable period (or portion thereof) ending after the Closing Date as a result of any (i) change in method of accounting prior to the Closing Date for a taxable period ending prior to the Closing Date; (ii) "closing agreement" as described in Section 7121 of the Code (or any corresponding or similar provision of applicable Tax Law) executed prior to the Closing Date; (iii) intercompany transaction or excess loss account described in Treasury Regulations under Section 1502 of the Code (or any corresponding or similar provision of state or local income Tax Law) entered into or created prior to the Closing Date ; (iv) any use of an improper method of accounting for a taxable period ending prior to the Closing Date; (v) installment sale or open transaction disposition made prior to the Closing Date; (vi) prepaid amount received or deferred amount accrued prior to the Closing Date; or (vii) election under Section 108(i) of the Code (or any corresponding or similar provision of state, local, or non-U.S. income Tax Law).

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(e) The Company is not subject to, and the Company has not applied for, any private letter ruling of the IRS or comparable rulings of any Taxing Authority. The Company has not granted to any Person any power of attorney that is currently in force with respect to any Tax matter.

(f) The Company has not (i) been a stockholder of a "controlled foreign corporation" as defined in Section 957 of the Code (or any similar provision of applicable Tax Law); (ii) been a "personal holding company" (within the meaning of Section 542 of the Code); (iii) been a stockholder of a "passive foreign investment company" within the meaning of Section 1297 of the Code; or (iv) engaged in a trade or business, had a permanent establishment (within the meaning of an applicable Tax treaty) or otherwise become subject to Tax jurisdiction in a country other than the country of its formation.

(g) The Company has had in effect at all times since January 1, 2013 a valid election under Section 1362(a) of the Code (and applicable provisions of state and local Law) to be treated as an S corporation within the meaning of Section 1361 of the Code (and applicable provisions of state and local Law), and such election under Section 1362(a) of the Code (and applicable provisions of state and local Law) will be in effect on the Closing Date (and the Company is, and will be through and including the Closing Date, an S Corporation within the meaning of Section 1361 of the Code (and applicable provisions of state and local Law)). Up to and including the Closing Date, none of the Sellers or the Company will take (or fail to take) or allow to be taken any action that would result in the termination of the Company's election under Section 1362(a) (and applicable provisions of state and local Law) to be treated as an S Corporation within the meaning of Section 1361 of the Code (and applicable provisions of state and local Law). The Company has not, in the past ten (10) years, (i) acquired assets from another corporation in a transaction in which the transferee's tax basis for the acquired assets was determined in whole or in part by reference to the tax basis of the acquired assets (or any other property) in the hands of the transferor or (ii) acquired the stock of any corporation which is a qualified subchapter S subsidiary (within the meaning of Section 1361(b)(3)(B) of the Code). The Company does not have any Tax liability under Section 1363(d), 1374 or 1375 of the Code (or any similar provision of applicable Tax Law). Schedule 4.8 sets forth each other jurisdiction for which the Company has elected to be treated as an "S corporation" (or the equivalent thereof), including the jurisdiction and the effective date, and such election, if any, is effective from and after such effective date through and including the end of the day prior to the Closing Date.

(h) Each of the Sellers is either (i) an individual who is a citizen of the United States (within the meaning of Section 7701(a)(30) of the Code) or (ii) a "permitted shareholder" under Section 1361(c)(2)(A)(i) of the Code.

(i) The Company does not own any interest in an entity that is classified as a partnership or as an entity disregarded as separate from its owner for U.S. federal income tax purposes.

(j) The Company has not participated in and is not currently participating in an international boycott within the meaning of Section 999 of the Code.

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(k) The Company has withheld from employees, independent contractors, creditors, equity holders and third parties and timely paid to the appropriate Governmental Body proper and accurate amounts required to have been withheld or paid over in compliance with all Tax withholding and remitting provisions of applicable Law and has complied in all material respects with all Tax information reporting provisions of all applicable Laws. Neither the Sellers nor the Company have received any written notice that it is in violation of any applicable Laws relating to the payment or withholding of Taxes.

(l) The Company (i) has not elected to defer the payment of any "applicable employment taxes" (as defined in Section 2302(d)(1) of the CARES Act) , pursuant to Section 2302 of the CARES Act (or any other comparable provision of U.S. federal, state or local Tax Law), (ii) has not claimed any "employee retention credit" pursuant to Section 2301 of the CARES Act (or any other comparable provision of U.S. federal, state or local Tax Law) or (iii) has no obligations under any loans issued pursuant to The Paycheck Protection Program under the CARES Act (or any other comparable provision of U.S. federal, state or local Tax Law).

4.9 Title to Assets. The Company owns, leases, licenses or has the legal right to use all of its respective material tangible properties and tangible assets (other than the Leased Real Property) used in the conduct of its business (all such material properties and assets of the Company, being the "Assets"). The Company has good title to, or, in the case of leased or licensed Assets, valid leasehold interests in or licenses to use, all of their respective Assets, and valid leasehold interests in or licenses to use the Leased Real Property, free and clear of all Liens, except for (a) Permitted Liens and (b) in the case of leased or licensed Assets, or the Leased Real Property, Liens arising pursuant to the lease or license applicable thereto. The Assets, together with the real property leased pursuant to the Real Property Leases, constitute all of the properties and assets used or held for use in the conduct of the Business of the Company as currently conducted. All such Assets are in reasonable operating condition and repair, normal wear and tear excepted and consistent with age.

4.10 Intellectual Property.

(a) Schedule 4.10(a) of the Disclosure Schedules sets forth a true, correct and complete list of all material Intellectual Property owned by the Company and specifies with respect to each item of such Intellectual Property the owner, jurisdiction and filing, application, issuance or registration numbers and dates, in each case, if applicable. All Intellectual Property listed on Schedule 4.10(a) is owned solely by the Company and all such Intellectual Property is valid and in full force and effect.

(b) Schedule 4.10(b) of the Disclosure Schedules sets forth a true and complete list of all material licenses (including sublicenses) of third-party software used by the Company for engineering and architectural drafting, drawing and designing (the "Material Licenses"). The Material Licenses are all of the material licenses for the use of third-party software with respect to the operation of the Business as currently conducted by the Company.

(c) The Company solely owns and possesses all right, title and interest in and to, or has the right to use pursuant to a valid written license agreement, all Intellectual Property that is used or held for use in, or otherwise necessary for, the conduct of the Company's business

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as currently conducted (collectively, and together with all other Intellectual Property owned by the Company, the "Company Intellectual Property Rights"), free and clear of all Liens, other than Liens (i) expressly set forth in the Company's Contracts with third-party licensors of software or technology used in the conduct of the Company's business as currently conducted, or (ii) created pursuant to any Contract by which the Company grants any customer or other Person a license or other right to use or access Company Intellectual Property Rights. The consummation of the transactions contemplated by this Agreement shall not impair any right, title or interest of the Company in or to any of the Company Intellectual Property Rights, and all of the Company Intellectual Property Rights shall be owned or available for use by the Company immediately after the Closing Date on terms and conditions identical to those under which the Company owned or used the Company Intellectual Property Rights immediately prior to the Closing Date. To the Knowledge of the Company, the Company Intellectual Property constitutes all of the Intellectual Property necessary for the current operation of the business of the Company.

(d) Neither the conduct of the Company's business as currently conducted, nor or as conducted in the past six (6) years, has infringed, misappropriated or otherwise violated the Intellectual Property of any Person. Except as set forth on Schedule 4.10(d) of the Disclosure Schedules, the Company has not received any written (or, to the Knowledge of the Company, oral) claims against the Company that were either made in the past six (6) years or are currently pending or, to the Knowledge of the Company, threatened, by any Person (i) alleging that the Company has infringed, misappropriated or otherwise violated the Intellectual Property of any third-party, or (ii) contesting the ownership, use, enforceability, validity, patentability or registrability of any Company Intellectual Property Rights. To the Knowledge of the Company, in the past six (6) years, no Person has infringed, misappropriated or otherwise violated any Intellectual Property owned by, or exclusively licensed to, the Company. The Company Intellectual Property Rights are not subject to any outstanding consent, settlement, decree, order, injunction, judgment or ruling restricting the use, ownership or disposition thereof.

(e) The Company has taken commercially reasonable measures to maintain in confidence all trade secrets and confidential information owned or used by the Company.

4.11 Material Contracts.

(a) Schedule 4.11(a) of the Disclosure Schedules lists the following Contracts to which the Company is a party or by which it, or any of its assets, is bound (collectively, the "Material Contracts") that are in effect as of the date hereof:

(i) Contracts with any current or former officer or director or Affiliate of the Company or any Seller;

(ii) Contracts for the acquisition of any Person or any business unit or assets thereof or the disposition of any assets of the Company;

(iii) Contracts granting any Person any option, right of first refusal, right of first offer similar preferential right to purchase or acquire any right, asset or property of the Company;

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(iv) Contracts creating or evidencing Company Indebtedness, or the making of any loans;

(v) Contracts providing for the ownership of or investment in any Person, including investments in joint ventures and minority equity investments;

(vi) any settlement, conciliation or similar Contract pursuant to which the Company will have any performance obligations after the Closing Date;

(vii) Contracts requiring the Company to make capital expenditures after the date of this Agreement;

(viii) Management agreements or Contracts for the employment of any director, officer, Business Employee or other Person on a full-time, part-time, consulting or other basis (A) providing annual base cash compensation in excess of $50,000, (B) providing for the payment of any cash or other compensation or benefits upon the consummation of the transactions contemplated hereby or upon termination of employment, or (C) containing non-compete, nondisclosure, or confidentiality provisions;

(ix) Contracts providing for the rental or use of equipment, vehicles, other personal property or fixtures;

(x) (A) Material Customer Contracts restricting or purporting to restrict the Company or (B) Contracts restricting or purporting to restrict any employee or contractor for the benefit of the Company from (1) engaging in any line of business or competing with any Person, (2) engaging in any activity in any geographical area or (3) soliciting any Person to enter into a business or employment relationship or entering into such a relationship with any Person;

(xi) Material Customer Contracts in effect as of the date hereof which have remaining payments to the Company in excess of $50,000;

(xii) Material Customer Contracts that obligate the Company to comply with a "most favored nations" clause;

(xiii) Material Customer Contracts requiring the Company to purchase all or substantially all of its requirements of any product or service from any Person or that contains minimum purchase requirements provisions or that requires the Company to conduct business on an exclusive basis with any Person;

(xiv) Material Customer Contracts with any Government Body; and

(xv) Contracts committing the Company to enter into any of the foregoing.

(b) Each of the Material Contracts and each Material License is in full force and effect and is the legal, valid and binding obligation of the Company and, to the Knowledge of the Company, each of the other parties thereto, enforceable against the Company and, to the

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Knowledge of the Company, each of the other parties thereto, in accordance with its terms, except as such enforceability may be limited by (i) bankruptcy, insolvency, reorganization, moratorium, or other similar Laws relating to creditor's rights generally and (ii) general principles of equity. Except as set forth on Schedule 4.11(b) of the Disclosure Schedules, the Company is not, and to the Knowledge of the Company, no other party to any Material Contract or Material License is, in material breach or default under, and, to the Knowledge of the Company, no condition or events exist which, with or without the giving of notice or lapse of time or both, would constitute a material breach or default under, any Material Contract or Material License.

(c) Except as set forth on Schedule 4.11(c)(i) and (ii) of the Disclosure Schedules, complete and correct copies have been made available to Buyer of (i) each of the Material Contracts, if any, listed on Schedule 4.11(a)(i) –(ix) and (x)(B) of the Disclosure Schedules, (ii) each of the Non-Standard Customer Contracts listed on Schedule 4.11(c)(ii) of the Disclosure Schedules and (iii) each Standard Form Customer Contract listed on Schedule 4.11(c)(iii). With respect to each Standard Form Customer Contract listed on Schedule 4.11(c)(iii), attached to Schedule 4.11(c)(iii) is a spreadsheet listing each Contract in effect utilizing such Standard Form Customer Contract.

4.12 Government Contracts.

(a) Schedule 4.12(a) sets forth a true, correct and complete list of each Government Contract that is currently in effect. With respect to each such Government Contract, Schedule 4.12(a) of the Disclosure Schedules indicates: (i) the contract name and/or number, if any; and (ii) the contact parties.

(b) Schedule 4.12(b) of the Disclosure Schedules sets forth a true, correct and complete list of each Government Bid which the Company has submitted within the past twelve months (and has not yet been awarded) that the Company reasonably anticipates will be awarded to the Company and involve annual payments or consideration furnished to the Company in excess of $80,000. With respect to each such Government Bid, Schedule 4.12(b) of the Disclosure Schedules indicates: (i) the bid submission date; (ii) the expected award date; and (iii) the anticipated contract value.

(c) (i) The Company has complied in all material respects with all Laws applicable to the Government Contracts and Government Bids listed on Schedule 4.12(a) and Schedule 4.12(b), (ii) all disclosures, representations, warranties and certifications made by the Company in such Government Contracts and Government Bids were complete and correct as of their effective date, (iii) no prime contractor, subcontractor or other Person has notified the Company in writing that the Company has breached or violated any Laws pertaining to such Government Contracts and Government Bids, (iv) the Company has not been notified of any termination for convenience, termination for default, cure notice or show cause notice with respect to any of such Government Contracts and, to the Knowledge of the Company, none has been threatened, and (v) no cost incurred or invoice rendered by the Company pertaining to any Government Contract is, to the Knowledge of the Company, currently being questioned or has been withheld or disallowed by any Governmental Body or has been or now is, the subject of an investigation.

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(d) The Company has not received notice of any finding of fraud or any claim of any liability as a result of defective pricing, labor mischarging or improper payments on the part of the Company in connection with any Government Contracts or Government Bids.

(e) The Company is not using or providing to any third party any Intellectual Property developed under any Government Contract for purposes other than those allowed under such Government Contract without having obtained the necessary and appropriate prior permission of the Governmental Body or prime contractor (as the case may be) involved.

(f) Schedule 4.12(f) of the Disclosure Schedules sets forth a true and complete list of (i) all facility security clearances and access authorizations held by the Company and (ii) all personnel security clearances and access authorizations held by the Company's employees, to the extent such clearances are required in connection with the Government Contracts or Government Bids listed on Schedule 4.12(a) and Schedule 4.12(b) of the Disclosure Schedules. The Company possesses all facility security clearances and access authorizations, if any, necessary to perform the Government Contracts listed on Schedule 4.12(a) of the Disclosure Schedules and, to the Knowledge of the Company, the Company's subcontractor(s) and independent contractor(s) under the Government Contracts listed on Schedule 4.12(a) of the Disclosure Schedules possess all necessary security clearances to perform such Government Contracts.

4.13 Employee Benefit Plans.

(a) Schedule 4.13(a) of the Disclosure Schedules contains a true and complete list of each "employee benefit plan" (as defined in Section 3(3) of the Employee Retirement Income Security Act of 1974 ("ERISA")), each medical, dental, life insurance, equity, bonus or other incentive compensation, salary continuation, severance, retention, retirement, pension, deferred compensation, vacation, sick pay or paid time off plans or policies, and any other material employee benefit plan, agreement or arrangement (including any employment or consulting agreement) sponsored, maintained or contributed to by the Company for the benefit of any Business Employee, director or other individual service provider of the Company (including their eligible dependents and beneficiaries), or with respect to which the Company could reasonably be expected to have any liability (whether direct, indirect, contingent or otherwise) (each, a "Company Benefit Plan"). The Company has made available to Buyer correct and complete copies of (i) each Company Benefit Plan (or, in the case of any such Company Benefit Plan that is unwritten, descriptions thereof), (ii) the most recent IRS determination or approval letter with respect to each Company Benefit Plan under Sections 401 or 501(c)(9) of the Code, if applicable; (iii) the three (3) most recent annual reports and Form 5500s required to be filed with the IRS with respect to each Company Benefit Plan (if any such report was required), and (iv) the most recent summary plan description for each Company Benefit Plan for which such summary plan description is required and all modifications thereto. Each Company Benefit Plan has been established, maintained and administered in all material respects in accordance with its terms and with applicable Law, including the applicable provisions of ERISA, the Code, and foreign laws and regulations where applicable, and the Company has performed and complied in all material respects with all of their obligations under or with respect to each Company Benefit Plan.

(b) (i) Each Company Benefit Plan that is intended to be qualified under Section 401(a) of the Code has received a favorable determination letter from the Internal Revenue Service

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or is comprised of a master or prototype plan that has received a favorable opinion letter from the IRS that has not been revoked; (ii) each Company Benefit Plan and the related trusts are qualified and exempt from Tax under Section 501(a) of the Code; and (iii) no event has occurred since the date of the most recent determination letter or application therefor relating to any such Company Benefit Plan that would reasonably be expected to adversely affect the qualification of such Company Benefit Plan.

(c) None of the Company Benefit Plans is subject to Title IV of ERISA or the minimum funding requirements of Section 412 of the Code or Section 302 of ERISA, none of the Company Benefit Plans is a "multiemployer plan" within the meaning of Section 3(37) or 4001(a)(3) of ERISA, and the Company has no liability under ERISA or the Code on account of any Person that is treated as a single employer with the Company under Section 414 of the Code. No Company Benefit Plan which is required by ERISA to be funded has any material unfunded liabilities.

(d) Except as set forth on Schedule 4.13(d) of the Disclosure Schedules, no Company Benefit Plan provides, nor has the Company promised or committed to provide, any post-employment or retiree medical, life insurance or other welfare-type benefits (other than health continuation coverage required by Section 4980B of the Code or applicable state Law for which the covered individual pays the full cost of coverage). There have been no non-exempt "prohibited transactions" (as defined in Section 406 of ERISA or Section 4975 of the Code), and to the Knowledge of the Company no "fiduciary" (as defined in Section 3(21) of ERISA) has any liability for breach of fiduciary duty or any other failure to act or comply in connection any Company Benefit Plan that could, in each case individually or in the aggregate, reasonably be expected to result in liability to the Company. No action, investigation, suit, proceeding, hearing or claim with respect to any Company Benefit Plan (other than routine claims for benefits) is pending or, to the Knowledge of the Company, threatened.

(e) Except as set forth in Schedule 4.13(e) of the Disclosure Schedules, the consummation of the transactions contemplated by this Agreement alone, or in combination with any other event, will not give rise to any liability under any Company Benefit Plan, or accelerate the time of payment or vesting or increase the amount, or require the funding, of compensation or benefits due to any Business Employee, director or other individual service provider of the Company (whether current, former or retired) or their beneficiaries.

(f) Except as set forth in Schedule 4.13(f) of the Disclosure Schedules, (i) any individual who performs services for the Company and who is not treated as an employee for federal income Tax purposes by the Company is not an employee for any Company Benefit Plan participation purposes, and (ii) the Company does not have any liability by reason of an individual who performs or performed services for the Company in any capacity being improperly excluded from participating in any Company Benefit Plan.

(g) Each Company Benefit Plan that is subject to Section 409A of the Code has been administered in compliance with its terms and the operational and documentary requirements of Section 409A of the Code and all applicable regulatory guidance (including, notices, rulings and proposed and final regulations) thereunder.

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(h) The Company has at all times maintained compliance with Section 4980H of the Code and with the Affordable Care Act, and, to the Knowledge of the Company, no circumstances of noncompliance exist that could result in the imposition of any tax, penalty or fine thereunder.

(i) Neither the execution of this Agreement nor the consummation of the transactions contemplated hereby will result in "excess parachute payments" within the meaning of Section 280G(b) of the Code. There is no Contract to which the Company is a party that requires the Company to pay a Tax gross-up or reimbursement payment to any Person, including with respect to any Tax-related payments under Section 409A of the Code or Section 280G of the Code.

4.14 Labor; Business Employees. With respect to the Business Employees:

(a) The Company is not, nor has been, a party to any labor or collective bargaining agreement and there are no labor unions, works councils or other organizations representing, purporting to represent or attempting to represent any Business Employee of the Company.

(b) There are currently no (i) strikes, work stoppages, work slowdowns or lockouts existing or, to the Knowledge of the Company, threatened in writing against or involving the Business Employees, or (ii) unfair labor practice charges, grievances or complaints pending or, to the Knowledge of the Company, threatened in writing by or on behalf of any Business Employee or group of Business Employees.

(c) Schedule 4.14(c) of the Disclosure Schedules sets forth a true and complete list as of the date hereof of (i) all Business Employees; (ii) their rate of base salary or hourly wage compensation, title, job location, beginning service date and target bonus opportunity; and (iii) their accrued vacation pay and accrued sick pay, in each case, as of the date hereof. As of the date hereof, all compensation, including wages, commissions, bonuses, fees and other compensation, payable to all Business Employees for services performed on or prior to the date hereof have been paid in full, other than (A) accrued compensation, commission, bonuses or fees for the current pay period, and (B) vested benefits to which such Business Employees may be entitled pursuant to any Company Benefit Plan.

(d) Except as set forth on Schedule 4.14(d) of the Disclosure Schedules, the Company is, and during the immediately preceding five (5) year period have been, in material compliance with all applicable Laws pertaining to employment and employment practices to the extent they relate to Business Employees, including all Laws relating to labor relations, equal employment opportunities, fair employment practices, employment discrimination, harassment, retaliation, reasonable accommodation, disability rights or benefits, wages, hours, overtime compensation, child labor, hiring, promotion and termination of employees, working conditions, meal and break periods, privacy, health and safety, workers' compensation, leaves of absence, paid sick leave and unemployment insurance. All Business Employees classified as exempt under the Fair Labor Standards Act and state and local wage and hour laws are properly classified. Each Person who is a current or former service provider employed or engaged directly by the Company has at all times been properly classified as either an employee or independent contractor under applicable Law.

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(e) Schedule 4.14(e) of the Disclosure Schedules sets forth a list of all independent contractors to the Company, by title and identifying the applicable independent contractor, between the Company and each such independent contractor. As of the date hereof, all compensation, payable to all such independent contractors for services performed for the Company on or prior to the date hereof have been paid in full, other than (i) accrued compensation for the current pay period; and (ii) vested benefits to which such contractors may be entitled pursuant to any Company Benefit Plan.

(f) The Company (i) does not have any outstanding liability under the Worker Adjustment and Retraining Notification Act of 1988 (or any similar state or local statute, rule or regulation), (ii) has not experienced a "mass layoff" or "plant closing" (within the meaning of the Worker Adjustment and Retraining Notification Act of 1988) in violation of the Workers Adjustment and Retraining Notification Act of 1988 and (iii) has not incurred any liability under such statute during the past two (2) years.

(g) Except as set forth on Schedule 4.14(g) of the Disclosure Schedules, each Business Employee who works in the United States is authorized under applicable Law to work in the United States. In connection therewith, the Company is in compliance in all material respects with all applicable immigration Laws, rules and regulations. The Company has not violated the Immigration Reform and Control Act of 1986, including non-compliance with the Form I-9 requirements.

(h) Except as set forth on Schedule 4.14(h) of the Disclosure Schedules, the employment of all Business Employees is terminable by the Company at will, and no employee is entitled to severance pay or other benefits following termination or resignation, regardless of circumstance, or upon a change in control of the Company pursuant to any Contract entered into by the Company prior to the Closing.

4.15 Litigation. Except as set forth on Schedule 4.15 of the Disclosure Schedules, there are no Legal Proceedings pending or, to the Knowledge of the Company, threatened against the Company or any of its assets or properties or any of its officers or directors in their respective capacity as such. The Company is not, and none of its assets or properties are, subject to any Order relating to the conduct of its business.

4.16 Compliance with Laws and Orders; Permits.

(a) Except as set forth on Schedule 4.16(a) of the Disclosure Schedules, (i) the Company has conducted its business in material compliance with all Laws applicable to its businesses or operations, and (ii) the Company has not received any written notice (or, to the Knowledge of the Company, orally) of or been charged in writing with violating any applicable Laws or Orders.

(b) None of the Company, managers, directors or officers of the Company, and, to the Knowledge of the Company, employees or agents acting on any of its behalf, has, (i) used any corporate or other funds for unlawful contributions, payments, gifts, entertainment or other similar payments to or from any Person (including any customer or supplier) or Governmental Body, or made any unlawful expenditures relating to political activity to government officials,

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candidates or members of political parties or organizations, or established or maintained any unlawful or unrecorded funds in violation of any applicable foreign, federal or state Law or (ii) made, paid, accepted or received any unlawful contributions, payments, expenditures or gifts.

(c) Except as set forth on Schedule 4.16(c) of the Disclosure Schedules, the Company currently owns, possesses, has, or otherwise lawfully uses in the operation of its business all Permits that are required for the operation of its business as presently conducted, or for the ownership and use of the assets and properties owned or used by the Company in the Business (each a "Material Permit") . Schedule 4.16(c) of the Disclosure Schedules sets forth an accurate and complete list of all such Material Permits, and all such Material Permits are valid and are in full force and effect. The Company is not, nor has been during the immediately preceding five (5) year period, in default or violation (and no event has occurred during such period that, with notice or the lapse of time or both, would constitute a default or violation) of any term, condition or provision of any such Material Permit. Since January 1, 2018, the Company has not received any written notice from any Governmental Body threatening the termination, revocation, suspension or restriction of any such Material Permit. The Sellers make no representations or warranties with respect to whether (i) the Professional License Change in Control, or the consummation of the transactions contemplated by this Agreement will (i) give any Governmental Body the right to suspend, modify, terminate or revoke any Material Permit, (ii) require the Company to transfer or modify any Material Permit or (iii) require the Company to receive the Consent of, or provide any notice to, any Person in respect of any Material Permit. The Company has made available to Buyer true, correct and complete copies of all Material Permits and any and all pending applications for additional Material Permits that have been submitted to any Governmental Body by or on behalf of the Company or are in the process of development either in-house or through consultants or counsel.

4.17 Environmental Matters. Except as set forth on Schedule 4.17 of the Disclosure Schedules:

(a) the operations of the Company is, and have at all times been, in compliance in all material respects with all applicable Environmental Laws, which compliance includes and has at all times included obtaining, maintaining and complying in all material respects with all Permits required under all applicable Environmental Laws necessary to operate their businesses or occupy their properties;

(b) the Company (i) is not nor has been the subject of any Order from any Governmental Body or any pending or, to the Knowledge of the Company, threatened claim or Legal Proceeding, or (ii) since January 1, 2018, has not received any written (or, to the Knowledge of the Company, oral) notice or report, in each case of each of clause (i) and (ii) regarding any actual or alleged violation of or liability under Environmental Laws on the part of the Company;

(c) the Company has not assumed or undertaken any material liabilities of any other Person relating to Hazardous Materials or Environmental Laws;

(d) the Company has not treated, stored, disposed of, arranged for or permitted the disposal of, transported, handled, manufactured, distributed, released, or exposed any Person to, any Hazardous Material in violation of any Environmental Laws;

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(e) to the Knowledge of the Company, there are no, nor to the to the Knowledge of the Company, have there ever been any, underground storage tanks or solid waste management units located on or under any Owned Real Property or Leased Real Property;

(f) the Company has provided to Buyer true and correct copies of all environmental site assessment reports relating to currently or previously owned or leased real property, or the operations, of the Company that are or were obtained by or on behalf of the Company and that remain within the possession or control of the Company;

(g) there are no obligations, undertakings or liabilities arising out of or relating to Environmental Laws which the Company has agreed to, assumed or retained, by contract or otherwise;

(h) the Business of the Company, by reason of the specific nature of such business, is not required under applicable Environmental Laws to maintain any program or implement measures or procedures particular to such Business (and not generally required of employers across industries under applicable Environmental Laws) to protect employees or workers from hazardous substances, and no material capital improvements or decontamination procedures are required to comply with any exposure- or health-related standard under applicable Environmental Laws.

4.18 Real Property.

(a) Owned Real Property. The Company has not, in the past five (5) years, owned and does not currently own any real property.

(b) Leased Real Property. Schedule 4.18(b) of the Disclosure Schedules includes a complete and accurate list of all the real property currently used or occupied by the Company (together with any buildings, structures, improvements or fixtures located thereon, the "Leased Real Property", all of which is held under Leases (together with all amendments, extensions, renewals, guaranties and other agreements with respect thereto, the "Real Property Leases")). Schedule 4.18(b) of the Disclosure Schedules lists all Real Property Leases, true and complete copies of which have been provided to Buyer. To the Knowledge of the Company, the activities carried on by the Company in all buildings, plants, facilities, installations, fixtures and other structures or improvements included as part of, or located on or at, the Leased Real Property, are not in violation of, or in conflict with, any applicable building, zoning, environmental, health or safety regulations or ordinance or any other similar Law and the Company has not received a written notice of any such violation.

(c) All the Real Property Leases are in full force and effect and valid and binding obligations of the Company and, to the Knowledge of the Company, each other parties thereto, enforceable against the Company and, to the Knowledge of the Company, each of the other parties thereto, in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, moratorium, reorganization or similar Laws in effect which affect the enforcement of creditors' rights generally and by limitations on the availability of equitable remedies and by equitable principles. None of the Real Property Leases have been amended or modified except as set forth in Schedule 4.18(c) of the Disclosure Schedules. The

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Company has not received any notice of any, and, to the Knowledge of the Company there exists no, material dispute, claim, event of default or event which constitutes or would constitute (with notice or lapse of time or both) a material default under any Real Property Lease. All rent and other amounts due and payable with respect to the Real Property Leases on or prior to the Closing Date have been paid through the date of this Agreement. Except as set forth in Schedule 4.18(c) of the Disclosure Schedules, the Company has not entered into any Lease where the Company is the lessor, sublessor or licensor.

4.19 Financial Advisors. No Person has acted, directly or indirectly, as a broker, finder or financial advisor for the Company in connection with the transactions contemplated by this Agreement and no Person is entitled to any fee or commission or like payment from the Company or Buyer in respect thereof.

4.20 Banks; Powers of Attorney. Schedule 4.20 of the Disclosure Schedules lists as of the date hereof the names and locations of all banks in which the Company has accounts or safe deposit boxes and the names of all Persons authorized to draw thereon or to have access thereto. Except as set forth on Schedule 4.20 of the Disclosure Schedules, no Person holds a lawful power of attorney to act on behalf of the Company.

4.21 Insurance. Schedule 4.21 of the Disclosure Schedules sets forth a true and complete list of all insurance policies and fidelity bonds for the current policy year maintained by, or for the benefit of, the Company as of the date hereof, with respect to the Company's business (the "Policies"). All Policies are legal, valid, binding, enforceable, in full force and effect and all premiums due on such policies have been paid. The Company is not in default or breach with respect to the Policies, and the Company has not received any written notice of a cancellation with respect to any of the Policies. There are no claims by the Company under any of the Policies or bonds pending. All premiums with respect to the Policies covering all periods up to and including the date of this Agreement have or will be paid as of the Closing Date. The Company does not have any self-insurance or co-insurance programs. No event has occurred that, with notice or the lapse of time, would constitute such a breach or default, or permit termination, modification, or acceleration, under the policy; to the Knowledge of the Company, no party to the policy has repudiated any material provision thereof, the coverage provided under each such insurance policy is compliant with all insurance requirements under all Material Contracts, the coverage has been maintained without lapse or gap for a period of at least five (5) years, no limits have been materially eroded by the payment of claims, and no claims have been denied or are being defended under a reservation of rights basis.

4.22 Transactions with Affiliates, Members, Officers, Directors and Others. The Company does not have any liabilities for indebtedness for borrowed money owing to any shareholder, officer, consultant or Business Employee, except for amounts due as normal salaries, wages, benefits or reimbursements of ordinary business expenses. No shareholder, officer, consultant, or Business Employee now has, or on the Closing Date will have, any liability for any indebtedness for borrowed money owing to the Company except for ordinary business expense advances that are not material. Except this Agreement, the Employment Agreements and as set forth in Schedule 4.22 of the Disclosure Schedules, no officer, director, shareholder, member, consultant, Business Employee or Affiliate of the Company or, to the Knowledge of the Company, any entity which any such Person or individual owns any beneficial interest, is a party to any

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Contract with the Company that will survive Closing or transaction with the Company that will survive Closing or has any interest in any property used by the Company, including any Company Intellectual Property Rights.

4.23 Product and Service Warranties.

(a) Except as set forth on Schedule 4.23 of the Disclosure Schedules, (i) none of the Material Customer Contracts contain any express written (A) product or service guaranty or warranty by the Company, (B) right of return to the customer, (C) indemnity obligation of the Company relating to the work product delivered or services performed by the Company thereunder or (D) obligation of the company for punitive or consequential damages, and (ii) within the past three (3) years, there have been no written claims, or to the Knowledge of the Company, claims threatened, against the Company under any of the Material Customer Contracts with respect Section 4.23(a)(i)(A), (B) or (C).

(b) During the last five (5) years, no Legal Proceedings have been initiated or, to the Knowledge of the Company, threatened against, nor is any Legal Proceeding currently pending or, to the Knowledge of the Company, threatened against, the Company alleging any liability of the Company relating to any alleged hazard or alleged defect in design, manufacture, materials or workmanship, including any failure to warn or alleged breach of express or implied warranty or representation, relating to any product distributed, sold, leased, licensed or delivered by or on behalf of the Company, or any services performed by the Company.

4.24 [Intentionally Omitted]

4.25 No Other Representation or Warranty. Except for the representations and warranties expressly set forth in ARTICLE III and ARTICLE IV, as modified by the applicable Disclosure Schedules, neither the Company, nor any Seller, nor any other Person, has made or makes any other express or implied representation or warranty, either written or oral, with respect to the Company, the Business, the Company's assets or the transactions contemplated by this Agreement, and the Buyer is not relying and has not relied on any express or implied representation or warranty, either written or oral, with respect to the Company, the Business, the Company's assets or the transactions contemplated by this Agreement. Except for the representations and warranties contained in ARTICLE III and ARTICLE IV (as modified by the applicable Disclosure Schedules), the Sellers hereby disclaim all liability and responsibility for any representation, warranty, Projection, forecast, statement or information made, communicated, or made available (orally or in writing) to the Buyer or any of its Affiliates, officers, directors, managers, employees, agents or representatives or any other Person (including any opinion, information, Projection or advice that may have been or may be provided to Buyer by any director, officer, employee, agent, consultant, or representative of the Company or any of its Affiliates or any other Person). Notwithstanding anything to the contrary in this Agreement or otherwise, nothing in this Section 4.25 shall in any manner limit, or be taken into account in evaluating the merits of, any claim of fraud relating to the representations, warranties, covenants and agreements made in this Agreement. Further, notwithstanding anything contained in this Agreement to the contrary, neither the Sellers nor any other Person makes any representations or warranties to Buyer regarding any Projections or the future or probable profitability, success, business, opportunities, relationships and operations of the Company.

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ARTICLE V
REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer hereby represents and warrants to the Sellers as of the date hereof as follows:

5.1 Organization and Good Standing. Buyer is a corporation duly organized, validly existing and in good standing under the Laws of the State of Maryland and has all requisite corporate power and authority to own, lease and operate its properties and assets and to carry on its business as now conducted. Buyer is not in violation of the certificate of incorporation and bylaws (or equivalent governing documents) of Buyer.

5.2 Authorization of Agreement. Buyer has full corporate power and authority to execute and deliver this Agreement and each other agreement, document, instrument or certificate contemplated by this Agreement or to be executed by Buyer in connection with the consummation of the transactions contemplated hereby and thereby (the "Buyer Documents"), and to consummate the transactions contemplated hereby and thereby. The execution, delivery and performance by Buyer of this Agreement and each Buyer Document have been duly authorized by all necessary corporate action on behalf of Buyer. This Agreement and each Buyer Document have been duly executed and delivered by Buyer and (assuming the due authorization, execution and delivery by the other parties hereto and thereto) this Agreement and each Buyer Document constitutes the legal, valid and binding obligation of Buyer enforceable against Buyer in accordance with its terms, except as such enforceability may be limited by (a) applicable bankruptcy, insolvency, reorganization, moratorium and similar Laws affecting creditors' rights generally, and (b) general principles of equity.

5.3 Conflicts; Consents of Third Parties.

(a) The execution and delivery by Buyer of this Agreement or the Buyer Documents does not, and the consummation of the transactions contemplated hereby or thereby, or compliance by Buyer with any of the provisions hereof or thereof will not, conflict with, or result in any violation of or default (with or without notice or lapse of time, or both) under, or give rise to a right of termination or cancellation under, any provision of (i) the certificate of incorporation or bylaws of Buyer; (ii) any Contract or Permit to which Buyer is a party or by which any of the properties or assets of Buyer are bound; (iii) any Order of any Governmental Body applicable to Buyer or by which any of the properties or assets of Buyer are bound; or (iv) any applicable Law.

(b) No consent, waiver, approval, Order, Permit or authorization of, or declaration or filing with, or notification to, any Person or Governmental Body is required on the part of Buyer in connection with the execution and delivery of this Agreement or the Buyer Documents, the compliance by Buyer with any of the provisions hereof or thereof or consummation of the transactions contemplated hereby, except for such consents that, if not obtained, would not have a material adverse effect on Buyer's ability to consummate the transactions contemplated hereby or comply with any provisions hereof or thereof.

5.4 Investment Intention. Buyer is acquiring the Shares for its own account, for investment purposes only and not with a view to the distribution (as such term is used in Section

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2(a)(11) of the Securities Act) of the Company's capital stock. Buyer understands that the Common Stock has not been registered under the Securities Act and may not be sold under the Securities Act unless subsequently registered under the Securities Act or an exemption from such registration is available. Buyer has such knowledge and experience in financial and business matters and investments in general that make it capable of evaluating the merits and risks of this Agreement. Buyer acknowledges that it has been afforded (a) the opportunity to ask such questions as it has deemed necessary of, and to receive answers from, representatives of the Company concerning the merits and risks of investing in Company, (b) access to information about the Company, its results of operations, financial condition and cash flow, and its businesses generally, in each case, sufficient to Buyer's satisfaction to enable Buyer to evaluate whether or not to proceed with the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby, and (c) the opportunity to obtain such additional information that Buyer believes is necessary to make an informed investment decision with respect to the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

5.5 Investigation. The Buyer acknowledges and agrees that it (i) has made its own inquiry and investigation into, and, based thereon, has formed an independent judgment concerning the Company, the Business, the assets of the Company, the transactions contemplated hereunder and any other assets, rights or obligations to be sold, conveyed, assigned, transferred and delivered hereunder or pursuant hereto and (ii) has been given adequate access or availability to such information about the Company, the Business, the assets of the Company and any other assets, rights or obligations to be sold, conveyed, assigned, transferred and delivered hereunder or pursuant hereto, as it has requested. The Buyer further acknowledges and agrees that (i) the only representations, warranties, covenants and agreements made by the Company and the Sellers are the representations, warranties, covenants and agreements made in this Agreement and (ii) the Buyer has not relied upon and the Sellers have disclaimed any other representations, warranties or other information made or supplied by or on behalf of the Company, the Sellers, or their respective subsidiaries, Affiliates, officers, directors, employees, agents or representatives or any other Persons, including any Projections or any information provided by or through their financial advisors, including information provided in any confidential information memorandum, or management presentations, data rooms or other due diligence information and that the Buyer will not have any claim, right or remedy arising out of any such representation, warranty or other information. Notwithstanding anything to the contrary in this Agreement or otherwise, nothing in this Section 5.5 shall in any manner limit, or be taken into account in evaluating the merits of, any claim of fraud relating to the representations, warranties, covenants and agreements made in this Agreement.

5.6 Financial Advisors. Except for Morrissey Goodale, no Person has acted, directly or indirectly, as a broker, finder or financial advisor for Buyer in connection with the transactions contemplated by this Agreement and no Person is entitled to any fee or commission or like payment in respect thereof.

Except for the representations and warranties of Buyer expressly set forth in ARTICLE V, Buyer, nor any other Person, has made or makes any other express or implied representation or warranty, either written or oral, on behalf of Buyer.

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ARTICLE VI
COVENANTS

6.1 Confidentiality. Each of the Sellers shall keep confidential, and shall not use (except as provided in the last sentence of this Section 6.1), directly or indirectly, for the benefit of themselves or others (including any controlled Affiliate), other than any use by any Seller who is employed by the Company or (following the Closing) by the Company or any Affiliate of the Company in the performance of such Seller's duties as an employee, all confidential information relating to the Company and its business, including "know how" only as it applies to the proprietary work product or customers of the Company (but not otherwise with respect to the Sellers in performing services generally as professional architects, engineers, landscape architects and land surveyors), trade secrets and all other Company Intellectual Property, customer lists, supplier lists, details of consultant and employment contracts, pricing policies, operational methods, marketing plans or strategies, product development techniques or plans, business acquisition plans (including identified acquisition targets), technical processes, designs and design projects, processes, inventions, software, source codes, object codes, systems documentation and research projects and other business affairs (collectively, "Confidential Information") and shall not disclose such information to any other Person; provided, however, this Section 6.1 shall not apply to any information (a) that is or becomes generally available to the public other than as a result of disclosure in violation of this Section 6.1, (b) lawfully received by a Seller after the Closing Date from a third party not known to such Seller to be under any obligation of confidentiality with respect to such information, or (c) that is required to be disclosed by applicable Law, or in connection with any legal proceeding, discovery, any subpoena or civil investigative demand, or the use of which is reasonably necessary to the defense of such Seller in any such proceeding, in which case such Seller shall provide Buyer with reasonably prompt notice of such required disclosure so that Buyer may seek (at its sole cost) to obtain a protective order or other reasonable assurance that such disclosure shall be treated confidentiality. Notwithstanding the foregoing, each Seller may disclose to and use Confidential Information for the purpose of any of the following, in each case, solely to the extent reasonably necessary for such purpose: (i) to such Seller's Affiliates and its and their respective shareholders, members, partners (including general and limited partners), owners, directors, managers, employees, agents, legal counsel, accountants, tax preparers, financial advisors, other professional advisors and representatives, for purposes of (A) fulfilling such Persons' obligations under applicable Laws, (B) preparing, reviewing or filing Tax Returns, or participating in or defending any audit, review, assessment or other proceeding relating to Taxes; or (C) investigating, assessing, asserting, initiating, maintaining, enforcing or defending any right, claim, litigation, proceeding or Damages (including those arising out of or in connection with this Agreement or the transactions contemplated hereby), or (ii) performing or fulfilling its obligations pursuant to this Agreement and the other agreements and instruments executed or delivered in connection herewith.

6.2 Public Announcements. After the date hereof, none of the Company, Buyer or Sellers shall issue, or cause to be issued, any press release or public announcement of any kind concerning the transactions contemplated hereby without the consent of the other parties hereto (which consent shall not be unreasonably withheld, conditioned or delayed).

6.3 Preparation and Filing of Tax Returns.

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(a) Post-Closing Tax Periods. From and after the Closing Date, Buyer shall, at its own expense, prepare and file, or cause to be prepared and filed, all Tax Returns (including amended Tax Returns) of the Company for all taxable periods beginning after the Closing Date.

(b) Pre-Closing Tax Periods. From and after the Closing, the Sellers shall, at Sellers' own expense, prepare, or cause to be prepared, all Tax Returns (including amended Tax Returns) of the Company for all taxable periods ending on or prior to the Closing Date that have not been filed as of the Closing Date ("Pre-Closing Tax Returns"). All such returns shall be true, correct and complete in all material respects and accurately set forth all items to the extent required to be reflected or included in such returns by applicable Law. Any Pre-Closing Tax Returns prepared by Sellers for any taxable period ending on or prior to the Closing Date (including any amended Pre-Closing Tax Returns) shall be prepared in a manner consistent with past practices of the Company (except as required by applicable Law or otherwise contemplated in this Agreement) during the taxable periods ending on or prior to the Closing Date. No later than ninety (90) days following the Closing Date with respect to such Pre-Closing Tax Returns that are past due for filing, and not less than thirty (30) days prior to the due date for any such Pre-Closing Tax Return (or thirty (30) days prior to the filing of any amended Pre-Closing Tax Return), the Sellers will provide to Buyer a copy of such Pre-Closing Tax Returns for Buyer's review and comment. The Buyer will provide to the Sellers written comments to such Tax Returns not later than fifteen (15) days following the timely receipt thereof, and the Buyer and the Sellers shall cooperate in good faith to resolve any disputes with respect thereto. If the Sellers and the Buyer are unable to resolve such disputes, if any, at least ten (10) days prior to the due date for any such Pre-Closing Tax Return, such remaining disputes shall be resolved by the Independent Accountants and the costs of any such dispute resolution shall be borne by the parties in a manner consistent with, to the extent applicable, Section 2.3(d). The Buyer shall file or cause to be filed such Pre-Closing Tax Returns on or before the due date for filing (or as soon as reasonably practicable thereafter in the case of such Pre-Closing Tax Returns that are past due for filing). To the extent not paid prior to Closing or already taken into account in the determination of Closing Working Capital, Sellers shall pay or shall cause to be paid any and all Pre-Closing Taxes due with respect to such Pre-Closing Tax Returns.

(c) Straddle Periods. From and after the Closing, in the case of any Straddle Period, Buyer shall, at its own expense, prepare and file, or cause to be prepared and filed, all Tax Returns (including amended Tax Returns) of the Company with respect to such Straddle Period ("Straddle Period Tax Returns"). Such Straddle Period Tax Returns that reflect Pre-Closing Taxes (including any amended Straddle Period Tax Returns) shall be prepared in a manner consistent with past practices of the Company (except as required by applicable Law or otherwise contemplated in this Agreement) during the Pre-Closing Tax Periods. Not less than thirty (30) days prior to the due date for any such Straddle Period Tax Return that reflects Pre-Closing Taxes (or thirty (30) days prior to the filing of any amended Straddle Period Tax Return), Buyer will provide to Sellers a copy of pro-forma Straddle Period Tax Returns of the Company that reflects Pre-Closing Taxes for Sellers' review and comment. The Sellers will provide to the Buyer written comments to such Straddle Period Tax Returns not later than fifteen (15) days following the timely receipt thereof, and the Buyer and the Sellers shall cooperate in good faith to resolve any disputes with respect thereto. If the Sellers and the Buyer are unable to resolve such disputes, if any, at least ten (10) days prior to the due date for any such Straddle Period Tax Return, such remaining disputes shall be resolved by the Independent Accountants and the costs of any such dispute

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resolution shall be borne by the parties in a manner consistent with, to the extent applicable, Section 2.3(d). Buyer shall file or cause to be filed such Straddle Period Tax Returns on or before the due date for filing. To the extent not paid prior to Closing or already taken into account in the determination of Closing Working Capital, Sellers shall pay or shall cause to be paid any and all Pre-Closing Taxes due with respect to such Straddle Period Tax Returns. For the avoidance of doubt, Buyer shall pay or cause to be paid all Pre-Closing Taxes with respect to the Straddle Period already taken into account in the determination of Closing Working Capital and all Post-Closing Taxes due with respect to such Straddle Period.

(d) Apportionment and Liability. For purposes of apportioning liability for Taxes in connection with any Straddle Period: (i) in the case of Taxes based upon or related to income or receipts, the amount of any such Taxes allocable to the portion of the taxable period ending on the Closing Date shall be determined based on an interim closing of the books as of the close of business on the Closing Date; and (ii) in the case of Taxes other than Taxes described in Section 6.3(d)(i), the amount of such Taxes allocable to the portion of the taxable period ending on the Closing Date shall be the product of (A) the amount of such Taxes for the entire period and (B) a fraction the numerator of which is the number of calendar days in the period ending with the Closing Date and the denominator of which is the number of calendar days in the entire period.

(e) Amendment of Tax Returns. Except to the extent otherwise required pursuant to a "determination" within the meaning of Section 1313(a) of the Code (or any comparable provision of state, local or foreign law), from and after Closing, Buyer shall cause the Company not to amend any Tax Return affecting Pre-Closing Taxes or a Pre-Closing Tax Period without the prior written consent of the Sellers. Sellers shall not take any action or omit to any action where such action or omission to act could reasonably be expected to have the effect for the Post-Closing Tax Period of increasing any Tax liability of the Company, Buyer or its Affiliates or decreasing any Tax benefit for the Company, Buyer or its Affiliates.

6.4 Conduct and Notice of Audits. From and after Closing, if Buyer or any of its Affiliates receives notice (a "Proceeding Notice") of any Tax Proceeding with respect to a Pre-Closing Tax Return or Pre-Closing Taxes (a "Sellers Tax Contest"), then Buyer or the Company shall promptly notify the Sellers in writing of such Sellers Tax Contest (the "Seller Party Notice"). As to any such Sellers Tax Contest, except as otherwise provided in Section 8.9, the Sellers shall be entitled at the Sellers' sole expense to control the contest of such Sellers Tax Contest; provided, that the Sellers notify Buyer in writing that Sellers desire to do so no later than the earlier of (x) 30 days after receipt of the Seller Party Notice from Buyer and (y) five days prior to the deadline for responding to the Proceeding Notice. With respect to any Sellers Tax Contest relating to a Straddle Period, Buyer shall control the contest of such Sellers Tax Contest. In any Sellers Tax Contest, the Company shall be represented by tax counsel or a tax advisor designated by the party (i.e., Buyer, on the one hand, or Sellers, on the other hand) controlling the contest of the Sellers Tax Contest as provided herein (the "Controlling Party") that is reasonably satisfactory to the other party; provided, that: (a) the Controlling Party shall keep the other party reasonably informed and consult in good faith with the other party and its tax advisors with respect to any issue relating to such Sellers Tax Contest (and the other party and its tax counsel or tax adviser will be permitted to attend meetings with the Taxing Authority); (b) the Controlling Party shall timely provide the other party with copies of all correspondence, notices and other written materials received from any Taxing Authority and shall otherwise keep the other party and its tax advisors advised of

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significant developments in the Sellers Tax Contest and of significant communications involving representatives of the Taxing Authority; (c) the Controlling Party shall provide the other party with a copy of any written submission to be sent to a Taxing Authority, administrative body or court at least five (5) days prior to the submission thereof and shall give good faith consideration to any comments or suggested revisions that the other party or its tax advisors may have with respect thereto; and (d) there shall be no settlement, resolution, or closing or other agreement with respect thereto (including any waiver or extension of a statute of limitations) by the Controlling Party without the consent of the other party, which consent will not be unreasonably withheld, conditioned or delayed.

6.5 Cooperation and Controversies. From and after Closing, Buyer and the Sellers shall reasonably cooperate (at no cost to cooperating party), and shall cause their respective Affiliates, agents, auditors, representatives, officers and employees reasonably to cooperate, in preparing and filing all Tax Returns (including amended returns and claims for refund or credit), including maintaining and making available to each other all records necessary in connection with Taxes, the computation of the Tax Gross-Up Amount or the Buyer Gross- Up Calculation and with respect to any claim with respect to the Taxes of the Company or the Sellers, which cooperation shall include (a) providing all relevant information that is available to Buyer or the Company, as the case may be, with respect to such Tax claim; (b) making personnel available at reasonable times; and (c) preparation of responses to requests for information; provided that the foregoing shall be done in a manner so as to not unreasonably interfere with the conduct of business by Buyer, the Company or any of their Affiliates, as the case may be. Buyer shall, and shall cause the Company to, retain all material books or records with respect to the Company in accordance with Buyer's document retention policies and for at least five (5) years. None of Buyer, the Company or any of their Affiliates shall dispose of any Tax Returns, Tax schedules, material Tax work-papers or any material books or records with respect to the Company with respect to Tax period ending on or before the Closing Date, unless it first offers in writing to the Sellers the right to take possession of such materials at the Sellers' sole expense and the other party fails to accept such offer within thirty (30) days of the offer being made. Any information obtained under this Section 6.5 shall be kept confidential, except as may be otherwise necessary in connection with the filing of Tax Returns or claims with respect to any Tax. The Company and the Sellers further agree, upon request by any other party, to use reasonable efforts to obtain any certificate or other document from any Taxing Authority or any other Person, and to take any other commercially reasonable efforts, as may be necessary to mitigate, reduce or eliminate any Tax that could be imposed on the Company or the Sellers for any Tax Period, including with respect to the consummation of the transactions contemplated herein.

6.6 Buyer Covenants. Buyer covenants that it shall not (and shall not allow the Company or any Affiliate of Buyer to), without the prior written Consent of the Sellers, which consent will not be unreasonably withheld, conditioned or delayed: (a) extend or waive the statute of limitations for the assessment or collection of any Tax for any Pre-Closing Tax Return (or any Tax Return affecting Pre-Closing Taxes); (b) file for a private letter ruling or other ruling from a Governmental Body that relates to a Pre-Closing Tax Return (or any Tax Return affecting Pre-Closing Taxes) of the Company; or (c) make or change or revoke any Tax election on a Pre-Closing Tax Return, amend any Pre-Closing Tax Return, take any differing Tax position on any Pre-Closing Tax Return, or pursue (or agree to) any voluntary disclosure with respect to (or that

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otherwise affects) Pre-Closing Tax Returns of the Company (or, in each case, take any of the foregoing actions in this Section 6.6 with respect to any Tax Return affecting Pre-Closing Taxes).

6.7 Tax Sharing Agreements. Schedule 6.7 of the Disclosure Schedules contains a list of all Tax allocation or Tax Sharing Agreements with respect to or involving the Company. All such Tax allocation or Tax Sharing Agreements with respect to or involving the Company shall be terminated as of the end of the Closing Date and, after the Closing Date, none of the Company shall be bound thereby or have any liability thereunder.

6.8 Payment of Sales, Use or Similar Taxes. All sales, use, transfer, real property, intangible, recordation, documentary stamp, duty or similar Taxes or charges (including any penalties, interest and additions to Tax) (together, "Transfer Taxes"), applicable to, or resulting from, the consummation of the transactions contemplated by this Agreement shall be borne by 50% by the Buyer and 50% by the Sellers. The Buyer shall timely file, or cause to be timely filed, all Tax Returns with respect to Transfer Taxes. The Buyer and each Seller (and any Affiliates thereof) shall cooperate in good faith to minimize, to the extent permissible under applicable Law, the amount of any such Transfer Taxes.

6.9 Election(s) pursuant to Section 338 of the Code.

(a) Buyer and the Sellers and their respective Affiliates shall jointly make a timely and effective election provided for by Section 338(h)(10) of the Code and Section l.338(h)(l0)-1 of the Treasury Regulations and any comparable election under state and local Law with respect to the purchase of all of the issued and outstanding shares of the Company (each, an "Election" and collectively, the "Elections"). Buyer, the Sellers and their respective Affiliates shall cooperate with each other to take all actions necessary and appropriate, including filing such additional forms, returns, elections, schedules and other documents as may be required to effect and preserve timely Elections in accordance with the provisions of Section 338(h)(l0) of the Code and Section l.338(h)(l0)-l of the Treasury Regulations (and any comparable provisions of state, local law) or any successor provisions. If changes are required in any of these forms as a result of information which is first available after the date on which any such form is completed and executed, the parties will act in good faith to agree on such changes. Unless otherwise required by a final determination (within the meaning of Section 1313(a) of the Code), the Sellers, Buyer and their respective Affiliates shall report the purchase by the Buyer of all of the Shares consistent with the Elections and shall take no position inconsistent therewith in any Tax Return, in any proceeding before any Taxing Authority or otherwise.

(b) Within thirty (30) days after the final resolution of the Closing Payment pursuant to Section 2.3, Buyer shall provide to the Sellers a schedule which will provide for the allocation of the aggregate deemed "sale price" (as defined in Treasury Regulations Section 1.338-4) among the assets of the Company, which allocation schedule shall be in accordance with Section 338 of the Code and applicable Treasury Regulations thereunder or comparable provisions of state or local law (such schedule, the "Company Allocation Statement"). The Company Allocation Statement shall be subject to the review and consent of the Sellers, which consent shall not be unreasonably withheld, delayed or conditioned. If the Sellers do not object to the Company Allocation Statements by written notice to Buyer within fifteen (15) days after receipt by the Sellers of the Company Allocation Statements, then the Company Allocation Statements shall be

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deemed to have been accepted and agreed upon, and final and conclusive, for all purposes of this Agreement; provided, however, that such Company Allocation Statements shall be subject to adjustment upon and as a result of any adjustment to the amounts used to determine the allocations used to prepare the Company Allocation Statements under this Agreement. If the Sellers objects to the Company Allocation Statements (or any portion thereof), they shall notify Buyer in writing of its objection to the Company Allocation Statements within thirty (30) days after receipt by the Sellers of the Allocation Statements and shall set forth in such written notice the disputed item or items and the basis for its objection, and the Sellers and Buyer shall act in good faith to resolve any such dispute for a period of thirty (30) days thereafter. If, within thirty (30) days of the Sellers' delivery of a valid written notice of objection to the Company Allocation Statements, Buyer and the Sellers have not reached an agreement regarding the disputed item or items specified in such written notice, the dispute shall be presented to the Independent Accountants, whose determination shall be binding upon the parties. The fees and expenses of the Independent Accountants in connection with the resolution of any dispute under this Section 6.9(b) shall be borne by the parties in a manner consistent with, to the extent applicable, Section 2.3(d). In the event that any adjustment to the Purchase Price is paid between the parties pursuant to the terms of this Agreement, Buyer shall provide the Sellers a revised Company Allocation Statements and the principles of this Section 6.9(b) shall apply to each of the revised Company Allocation Statements.

(c) Each of the Sellers, Buyer and their respective Affiliates shall, unless otherwise required by a final "determination" (within the meaning of Section 1313(a) of the Code), (i) prepare and file all Tax Returns, including all IRS Forms 8023 and 8883, in a manner consistent with the Elections and the Company Allocation Statements, in each case, as finally determined pursuant to this Section 6.9 (subject to adjustment in accordance with this Section 6.9 in the event of any adjustment to the Purchase Price) and (ii) take no position in any Tax Return, proceeding, Tax Contest or otherwise that is inconsistent with the Elections or the Company Allocation Statements, in each case, as finally determined pursuant to this Section 6.9 (subject to adjustment in accordance with this Section 6.9 in the event of any adjustment to the Purchase Price). In the event that any of the allocations set forth in the Company Allocation Statements are disputed by any Taxing Authority, the party receiving notice of such dispute shall promptly notify and consult with the other party concerning the resolution of such dispute and use reasonable best efforts to contest such dispute in a manner consistent with the Company Allocation Statement.

(d) Notwithstanding anything in the Agreement to the contrary, as a condition, and prior, to making any Election, Buyer will pay to the Sellers, in cash or other immediately available funds to the account designated by the Sellers in writing, the amount of additional consideration necessary to cause each Seller's after-tax net proceeds from the sale of the Shares with an Election to be equal to the after-Tax net proceeds that each Seller would have received had the Election not been made, taking into account all appropriate state, federal and local income Tax implications and any applicable changes in Tax rates effective as of the Closing Date (the "Tax Gross-Up Amount"); provided however, that the Tax Gross-Up Amount shall be computed without regard to (i) any Tax imposed by Section 1374 of the Code or otherwise resulting from a breach of the representations set forth in Section 4.8 or (ii) any Tax imposed under Treasury Regulations Section 1.338(h)(10)-1(d)(2). At the time Buyer delivers the Company Allocation Statement to the Sellers as provided in Section 6.9(b), Buyer shall, at the same time, deliver to the Sellers Buyer's determination of the Tax Gross-Up Amount (the "Buyer Gross-up Calculation"), together with all supporting documentation and calculations used by Buyer in making the Buyer Gross-up

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Calculation. The dispute resolution provisions and procedures set forth in Section 6.9(b) shall apply to any objections the Sellers may have to the Buyer Gross-up Calculation. The Tax Gross-Up Amount as resolved by agreement of the Sellers and Buyer or the Independent Accountants shall be final.

6.10 Director and Officer Liability.

(a) From and after the Closing, the Company shall, to the fullest extent permitted by Law, indemnify, defend, and hold harmless each Person who is now, or has been a director, officer, or employee of the Company (collectively, the "Indemnified Fiduciaries") in respect of actions taken prior to and including the Closing in connection with their duties as directors or officers of the Company, as provided in the Company's Organizational Documents and any indemnification agreements between the Company and said Indemnified Fiduciaries (each as in effect as of the date of this Agreement) made available by the Company to Buyer prior to the date of this Agreement, for a period of six (6) years from the Closing and any claim made requesting indemnification pursuant to such indemnification rights within such six-year period shall continue to be subject to this Section 6.10 until disposition of such claim.

(b) As soon as reasonably practicable (but no later than thirty (30) days) following Closing, the Company shall obtain an insurance "tail" or other insurance policies with respect to directors' and officers' liability insurance with respect to acts or omissions existing or occurring at or for the six (6) year period prior to the Closing in an amount and scope at least as favorable as the coverage applicable to directors and officers as of immediately prior to the Closing under the Company's directors' and officers' liability insurance policy (the "D&O Tail Policy"). If the transaction under this Agreement is consummated, then, from and after the Closing, Buyer and the Company will keep the D&O Tail Policy in effect in a manner to comply with their obligations under this Section 6.10. Buyer shall pay for the costs and expenses of the D&O Tail Policy.

(c) The provisions contained in the Company's Organizational Documents in respect of indemnification shall not be amended, repealed, or otherwise modified in any manner that would materially adversely affect the rights thereunder of any Indemnified Fiduciary.

(d) If Buyer or the Company or any of their respective successors or assigns (i) consolidates with or merges into any other Person and shall not be the continuing entity in such consolidation or merger or (ii) transfers all or substantially all of its properties and assets to any Person, then, and in each case, Buyer shall use commercially reasonable efforts so that the successors and assigns of Buyer or the Company, as the case may be, honor the indemnification set forth in this Section 6.10.

(e) The obligations of the Company and Buyer under this Section 6.10 shall not be terminated or modified in such a manner as to adversely affect any Person to whom this Section 6.10 applies without the prior written consent of such affected Person.

6.11 Professional Liability Tail Policy. As soon as reasonably practicable (but no later than thirty (30) days) following Closing, in lieu of purchasing the extended reporting period (ERP, also referred to as "tail coverage") under the Company's professional liability insurance policy

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(the "A&E Tail Policy"), the Buyer shall add the Company to the Buyer's corporate professional liability insurance policy for architects and engineers, including the Company's full prior acts or omissions existing or occurring prior to the Closing in an amount and scope at least as favorable as the professional liability coverage for architects and engineers in effect as of immediately prior to the Closing under the Company's professional liability insurance policy (the "Post-Closing A&E Coverage"). The Post-Closing A&E Coverage is subject to final underwriting approval by the Buyer's professional liability insurance company. Buyer shall use commercially reasonable efforts to obtain such final underwriting approval and Post-Closing A&E Coverage; provided, however, in the event such underwriting approval and Post-Closing A&E Coverage is not obtained, Buyer shall, within such thirty (30) day period after Closing, purchase a one (1) year A&E Tail Policy. If the transaction under this Agreement is consummated, then Buyer and the Company will keep the Post-Closing A&E Coverage in full force and effect after the Closing with respect to Company's full prior acts or omissions. Buyer shall pay for the costs and expenses of the Post-Closing A&E Coverage or the (1) year A&E Tail Policy, as the case may be.

6.12 Restrictive Covenants.

(a) Non-Solicitation. In consideration for the payment of the Purchase Price (as adjusted hereunder), and for the purpose of protecting the Business' trade secrets and goodwill, each Seller, severally and not jointly, for himself and on behalf of his Affiliates, agrees that he shall not, during the Restricted Period, directly or indirectly through any other Person, and with respect to Company, actually or attempt to:

(i) (A) employ or solicit for employment any Person who is an employee or consultant, (B) cause or induce such Person to reduce, terminate or refrain from renewing or extending his or her employment or consulting relationship or (C) cause or induce such Person to become employed by or enter into a consulting relationship with any other Person (responses independently made by such employee or consultant to solicitations made to the general public are deemed outside the scope of the restrictions set forth in this Section 6.12(a)(i));

(ii) solicit, persuade or induce any Customer to terminate, reduce or refrain from renewing or extending his, her or its contractual or other relationship with the Company in regard to any purchase of goods or services manufactured, marketed, performed, leased or sold by the Company, or to become a customer of or enter into any contractual or other relationship with any direct or indirect competitor of the Company or any of its Subsidiaries; or

(iii) solicit, persuade or induce any Supplier to terminate, reduce or refrain from renewing or extending his, her or its contractual or other relationship in regard to the supply of goods or services.

(b) Non-Competition.

(i) In consideration for the payment of the Purchase Price (as adjusted hereunder), and for the purpose of protecting the Business' trade secrets and goodwill, each Majority Shareholder, severally and not jointly, for himself and on behalf of his Affiliates,

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agrees that he, except as set forth in Section 6.12(b)(ii) below, shall not during the Restricted Period, directly or indirectly through any other Person (except on behalf of the Company if such Majority Shareholder is employed by or is a consultant to the Company subsequent to the Closing Date) whether as an owner, consultant, executive, partner, member, manager, officer, director, sales representative, joint venture party, agent, through equity ownership, investment of capital, lending of money or property, rendering of services, or otherwise, engage or assist others to engage in the Business in the Territory. For the avoidance of doubt, the Minority Shareholder shall be permitted during the Restricted Period, directly or indirectly through any other Person, to be employed or engaged in the Business in the Territory, provided the Minority Shareholder is no longer employed by the Company or any of its Affiliates.

(ii) Notwithstanding anything set forth in Section 6.12(b)(i), there shall be no restriction on any Seller being employed by any client of the Company during the Restricted Period, provided such Seller is no longer employed by the Company or any of its Affiliates. For the avoidance of doubt, a Seller may be employed or engaged by any prospective client of the Company during the Restricted Period with the prior written consent of the Buyer not to be unreasonably withheld, conditioned or delayed, provided such Seller is no longer employed by the Company or any of its Affiliates.

(c) Non-Disclosure and Non-Use. In consideration for the payment of the Purchase Price (as adjusted hereunder), and for the purpose of protecting the Business' trade secrets and goodwill, each Seller, severally and not jointly, for himself and on behalf of his Affiliates, agrees that he shall not, except on behalf of the Company if such Seller is employed by or is a consultant to the Company subsequent to the Closing Date solely in connection with such employment or consultant capacity as permitted by Company policy, without the prior written consent of Buyer, disclose or use in any manner whatsoever any Confidential Information, provided, however, that such Seller may disclose or use any such information (i) as has become generally available to the public other than through a breach of this Agreement by such Seller or any of his Affiliates and representatives, (ii) as becomes available to such Seller on a non-confidential basis from a source other than any other Seller or such other Seller's Affiliates or representatives, provided, however, that such source is not known or reasonably believed by such Seller to be bound by a confidentiality agreement or other obligations of secrecy, (iii) as may be required in any report, statement or testimony required to be submitted to any Governmental Body having or claiming to have jurisdiction over such Seller, or as may be otherwise required by applicable Law, or as may be required in response to any summons or subpoena or in connection with any litigation, (iv) as may be required to obtain any governmental approval or Consent required in order to consummate the transactions contemplated by this Agreement or (v) as may be necessary to establish such party's rights under this Agreement; provided, further, however, that in the case of clause (iii), the Seller intending to disclose Confidential Information shall promptly notify the Company and Buyer and, to the extent practicable, provide the Company and Buyer a reasonable opportunity to prevent public disclosure of such information. Each Seller acknowledges responsibility for disclosures caused by such Seller and any of his Affiliates and representatives.

(d) Non-Disparagement. Each Seller, severally and not jointly, for himself, and on behalf of his Affiliates, agrees during the Restricted Period not to, directly or indirectly, publicly

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disparage the Company or any of its Subsidiaries, the Business or the Buyer, or their officers, managers, directors, or employees, except to the extent required by Law or necessary to enforce such Seller's rights under this Agreement. During the Restricted Period, Buyer covenants and agrees that Buyer shall not, and it shall cause each of its Affiliates not to, directly or indirectly, publicly disparage the Sellers, except to the extent required by Law or necessary to enforce Buyer's rights under this Agreement

(e) Equitable Relief. Each Seller, for himself and on behalf of his Affiliates, acknowledges that a breach of the covenants contained in this Section 6.12 will cause irreparable damage to the Business and the Company, the amount of which will be difficult to ascertain, and that the remedies at Law for any such breach will be inadequate. Accordingly, each Seller agrees that in addition to any other remedy which may be available at Law or in equity, Buyer and the Company shall be entitled to seek specific performance and injunctive relief to prevent any actual, intended or likely breach. Such Seller acknowledges that the time, scope and other provisions of this Section 6.12 have been specifically negotiated by sophisticated commercial parties represented by counsel of their choosing and agrees that all such provisions are reasonable under the circumstances of the transactions contemplated by this Agreement.

(f) Severability and Modification. It is the parties' intent that each of the Restrictive Covenants be read and interpreted with every reasonable inference given to its enforceability. However, it is also the parties' intent that if any term, provision or condition of any Restrictive Covenant is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions thereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated. Finally, it is also the parties' intent that if a court should determine any of the Restrictive Covenants are unenforceable because of over-breadth, then the court shall modify said covenant so as to make it reasonable and enforceable to the maximum extent under the prevailing circumstances.

(g) Tolling. In the event Buyer files a claim in a court of competent jurisdiction against a Seller for such Seller's breach of any covenant set forth in Sections 6.12(a), 6.12(b), 6.12(c), the running of the period of restriction as to such Seller shall be automatically tolled and suspended for the duration of such litigation, and shall automatically recommence upon the final adjudication of such litigation, in order that the Buyer shall receive the full benefit of such Seller's compliance with each of the Restrictive Covenants; provided, however, that in the event such Seller is adjudged to not have breached a Restrictive Covenant, then no tolling shall occur.

(h) No Other Defenses. Each Seller agrees that the Restrictive Covenants shall be enforced independently of any other obligations between Buyer and its Affiliates (including the Company and any of its Subsidiaries), on the one hand, and such Seller, on the other, and that the existence of any other claim or defense shall not affect the enforceability of the Restrictive Covenants or the remedies provided in this Section 6.12.

(i) No Challenge. Each Seller acknowledges that Buyer, in executing this Agreement, has placed significant reliance on such Seller's compliance with the covenants in this Section 6.12 applicable to him. Accordingly, no Seller shall, directly or indirectly, (a) make any claim that any of the Restrictive Covenants is unenforceable or (b) challenge or commence or institute any claim, lawsuit or action (or assert any counterclaim or cross claim) seeking to

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invalidate or reduce the scope of any of the Restrictive Covenants; provided, however, that, for the avoidance of doubt, nothing herein shall be deemed to restrict in any manner the ability of any Seller to challenge any assertion by the Buyer that such Seller has violated any of the Restrictive Covenants.

6.13 Employee Matters. Buyer shall provide, or cause to be provided, to the Business Employees, for a period of one (1) year following the Closing Date while the Business Employees remain employed with the Company, cash compensation levels (including salary and bonus opportunities) that are, in each case, substantially comparable or superior to those provided by the Company to the Business Employees immediately prior to Closing. Additionally, during such one-year period, Buyer will make available to the Business Employees the health and welfare benefits of Buyer, paid time off, paid holidays and other benefits currently available to similarly situated Buyer employees, which in the aggregate are substantially comparable or superior to those provided by the Company immediately prior to Closing. Buyer shall use commercially reasonable efforts to ensure that the Mayo Clinic, Jacksonville, Florida is an authorized healthcare provider under the health benefits made available to the Business Employees for at least the two (2) year period following the Closing, provided that the foregoing shall not apply if the Mayo Clinic ceases to accept insurance, terminates its relationship with Buyer's health benefit provider, or the Mayo Clinic is not available as a provider to Buyer or the Company through no fault of Buyer or the Company. For the two (2) year period following Closing, the Company's operations and the Business Employees will remain in the Company's current Jacksonville, Florida location, provided that if a Business Employee wishes to transfer to another office, the Company and Buyer will consider such request.

6.14 Consolidation of Operations. Buyer acknowledges and agrees that the Company's support services may be integrated into the support services of Buyer with the intent of maintaining the Company's existing staff if, in Buyer's reasonable discretion after appropriate consultation with Brad Davis and the southeast regional leadership team, it improves consolidated operations support of Buyer and the Company. Otherwise, such support services of the Company shall remain as direct reports to Brad Davis and the southeast regional leadership team at their discretion.

6.15 Seller Life Insurance Policies. The Company holds life insurance policies in the names of each Seller. If requested by a Seller in writing within fifteen (15) days after the Closing, the Company shall transfer the life insurance policy to such Seller. If a Seller does not request that the Company transfer such policy to the Seller within such 15-day period, then the Company may terminate such life insurance policies.

6.16 Personal Guaranties.

(a) Will Lyon executed a personal guaranty for the Company's benefit in connection with the lease by the Company of that certain property at 1500 Westin Road, Westin, Florida 33326. Buyer agrees to use commercially reasonable efforts to cause such guaranty by Will Lyon to be terminated as soon as reasonably practicable following Closing. If Buyer and the Company are unable to have such guaranty released after Closing, the Company will indemnify Will Lyon with respect to such guaranteed obligation following Closing.

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(b) Buyer will pay off the remaining balance in full at Closing of (i) that certain loan with Bank of America for the remodeling of the Company's offices and (ii) the portion of that certain loan with Bank of America for the purchase of equipment vehicles that relates to the Sprinter van.

(c) Ryan Stilwell, Shawn Bliss, Don Fullerton and Brad Davis have each executed (each a "Guarantor") personal guaranties for the Company's benefit in connection with (i) the $300,000 office remodeling loan with Bank of America and (ii) the Company's $500,000 line of credit with Bank of America. If such guaranties are not terminated at Closing, Buyer agrees to use commercially reasonable efforts to cause all such guaranties to be terminated as soon as reasonably practicable following Closing. If Buyer and the Company are unable to have such guaranties released after Closing, the Company will indemnify such Guarantor with respect to such guaranteed obligation following Closing.

6.17 Intellectual Property Assignments. Sellers will cooperate with the Company and Buyer to assign all registered trademarks listed on Schedule 4.10(a)(2) of the Disclosure Schedules other than Creative Visionaries Engineering Minds to True Velocity, a former client, as soon as practicable after the Closing.

ARTICLE VII
CLOSING DELIVERABLES

7.1 Closing Deliverables of the Sellers. Prior to or at the Closing, the Company or the Sellers will deliver, or cause to be delivered, to Buyer the following:

(a) each Seller shall deliver copies of all stock certificates evidencing the Shares (with the originals to be delivered promptly after Closing), free and clear of all Liens and execute and deliver stock powers with respect to the Shares in form satisfactory to Buyer;

(b) all Consents that are required for the execution of this Agreement and the consummation of the transactions contemplated hereby that are set forth on Schedule 7.1(b) of the Disclosure Schedules;

(c) Payoff Letters required pursuant to this Agreement;

(d) documents satisfactory to Buyer to evidence the release of all Liens on the Shares owned by the Sellers and, other than Permitted Liens, any portion of the Company's assets and the filing of appropriate UCC-3 Amendment (Termination) Statements;

(e) evidence that the related party agreements listed on Schedule 4.22 of the Disclosure Schedules have been terminated;

(f) an Employment Agreement duly executed by each of the Sellers and Don Fullerton;

(g) a properly executed statement by a certificate of each Seller satisfying the requirements of Treasury Regulation Section 1.1445-2(b)(2);

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(h) the resignations, effective as of the Closing, of each director or officer of the Company requested by Buyer;

(i) a good standing certificate for the Company from its jurisdiction of organization, dated not more than ten (10) days prior to the Closing Date;

(j) evidence of the Company's termination of the life insurance policies of the Sellers;

(k) a certificate of the Secretary of the Company certifying that attached thereto are true and complete copies of (i) the Company's certificate of formation (or equivalent incorporation documents), (ii) the Company's bylaws (or equivalent governing document), and (iii) resolutions of the Company's board of directors authorizing this Agreement, the documents and agreements to be executed and delivered hereby and the consummation of the transactions contemplated hereby and thereby; and

(l) such other documents, instruments and certificates as may be reasonably requested by Buyer.

7.2 Closing Deliverables of Buyer. Prior to or at the Closing, the Buyer will deliver, or cause to be delivered, to the Sellers the following:

(a) an amount equal to the Closing Payment in immediately available funds by wire transfer and paid in accordance with Section 2.2(b);

(b) each of the Employment Agreements, duly executed by the Company;

(c) evidence that of the R&W Insurance Policy, issued in form and substance reasonably satisfactory to Buyer and the Sellers, has been bound;

(d) a good standing certificate of Buyer from Buyer's jurisdiction of organization dated not more than ten (10) days prior to the Closing Date;

(e) a certificate of the Secretary of the Buyer certifying that attached thereto are true and complete copies of (i) the Buyer's certificate of formation (or equivalent incorporation documents), (ii) the Buyer's bylaws (or equivalent governing document), and (iii) resolutions of the Buyer's board of directors authorizing this Agreement, the documents and agreements to be executed and delivered hereby and the consummation of the transactions contemplated hereby and thereby; and

(f) such other documents, instruments and certificates as may be reasonably requested by the Sellers.

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ARTICLE VIII
INDEMNIFICATION; R&W INSURANCE POLICY

8.1 Survival of Representations and Warranties. Except in connection with claims for fraud and Fundamental Representations, the representations and warranties contained herein shall not survive the Closing.

8.2 Indemnification by Sellers. From and after the Closing Date, each Seller shall, severally and not jointly, indemnify, defend and hold harmless Buyer, the Company and their respective officers, directors, members, managers, employees, stockholders, Affiliates, agents and representatives (each hereinafter referred to individually as a "Buyer Indemnified Person" and collectively as "Buyer Indemnified Persons"), from and against, any and all Damages, without duplication, incurred by any Buyer Indemnified Person for (a) any Shares Title Defect with respect to such Seller's Shares, (b) such Seller's or the Company's breach or inaccuracy of any Fundamental Representation, (c) such Seller's Pro Rata Share of any Pre-Closing Taxes and (d) such Seller's breach or nonfulfillment of any covenant or obligation in this Agreement.

8.3 Indemnification by Buyer. From and after the Closing Date, Buyer shall indemnify, defend and hold harmless the Sellers, and their respective officers, directors, employees, stockholders, Affiliates, agents and representatives (each hereinafter referred to individually as a "Seller Indemnified Person" and collectively as "Seller Indemnified Persons"), from and against, any and all Damages incurred by any Seller Indemnified Person as a result of, with respect to or in any way connected with any breach or nonfulfillment of any covenant or obligation of Buyer or, after Closing, the Company, in this Agreement.

8.4 R&W Insurance Policy. The Buyer covenants and agrees that Buyer has obtained a binder agreement for an insurance policy to be issued by Dual Transactional Risk for coverage of any inaccuracy in or breach of any of the Sellers' or the Company's representations and warranties contained in ARTICLE III or ARTICLE IV (the "R&W Insurance Policy"). Buyer covenants and agrees that, after Closing, the R&W Insurance Policy shall at all times provide that, except for any claim for fraud, any insurer participating in such policy waives any right of subrogation or contribution against the Sellers, their Affiliates, and their respective representatives, and that the Sellers shall have no liability to any such insurer or under the R&W Insurance Policy (except to pay 50% of the premium as described below), other than fraud. Buyer agrees and confirms that, following Closing (i) except for any claim for fraud, breach or inaccuracy of any Fundamental Representation, Pre-Closing Taxes or any Shares Title Defect with respect to a Seller's Shares, its sole and exclusive recourse with respect to any inaccuracy or breach of any of the representations and warranties contained in ARTICLE III or ARTICLE IV shall be the R&W Insurance Policy, (ii) it shall not make, and shall cause its Affiliates to not make, any claim against the Sellers for Damages or otherwise based on any inaccuracy or breach of any of the representations and warranties contained in ARTICLE III or ARTICLE IV, other than fraud, breach or inaccuracy of any Fundamental Representation, Pre-Closing Taxes or any Shares Title Defect with respect to a Seller's Shares, and (iii) other than fraud, breach or inaccuracy of any Fundamental Representation, Pre-Closing Taxes or any Shares Title Defect with respect to a Seller's Shares, any Damages suffered by any Buyer Indemnified Person by reason of any inaccuracy or breach of any of the representations and warranties contained in ARTICLE III or ARTICLE IV shall solely be recoverable from the R&W Insurance Policy, and not from any of

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the Sellers. In the event of any failure by Buyer to obtain, or lapse, termination or expiration of coverage or denial of payment under, the R&W Insurance Policy, Buyer agrees and covenants that the Sellers shall have no liability to any of the Buyer Indemnified Persons or any other Person for Damages incurred by them by reason of any inaccuracy or breach of any of the representations and warranties contained in ARTICLE III or ARTICLE IV, other than fraud, breach or inaccuracy of any Fundamental Representation, Pre-Closing Taxes or any Shares Title Defect with respect to a Seller's Shares. From and after the date hereof, the Sellers shall (and shall cause their Affiliates to) cooperate as reasonably requested by the Buyer in connection with any claim made by the Buyer or an additional insured under the R&W Insurance Policy. The cost of the premium to be paid to obtain the R&W Insurance Policy shall be borne and paid 50% by the Buyer and 50% by the Sellers, and all other costs of obtaining the R&W Insurance Policy, including any underwriting fee, Taxes, and brokerage fee shall be borne by the Buyer. Buyer shall be solely responsible for the self-insured retention of the R&W Insurance Policy. Notwithstanding anything to the contrary in this Agreement, none of the Sellers, their Affiliates, or their respective representatives shall be entitled to any proceeds from the R&W Insurance Policy.

8.5 Buyer Source of Recovery. Buyer agrees that the first source of recovery of Damages for a Shares Title Defect, breach or inaccuracy of any Fundamental Representation and Pre-Closing Taxes under Section 8.2 shall be the R&W Insurance Policy to the extent of available coverage and then by the Sellers from the first dollar to the extent not covered by the R&W Insurance Policy. The amount of any Damages for which indemnification is provided under Section 8.2 shall be reduced by any amounts actually collected by the Buyer Indemnified Persons under the R&W Insurance Policy.

8.6 Limitations on Amount. Except for fraud, the Sellers shall not be obligated to indemnify the Buyer Indemnified Persons to the extent the cumulative amount of Damages under Section 8.2 exceeds an aggregate ceiling equal to the Purchase Price.

8.7 Materiality. For purposes of determining whether there has been a breach or inaccuracy of any representation or warranty expressly and specifically set forth in ARTICLE III or ARTICLE IV and the amount of any Damages that are the subject matter of a claim for indemnification hereunder for breach or inaccuracy of any representation or warranty expressly and specifically set forth in ARTICLE III or ARTICLE IV, each representation and warranty expressly and specifically set forth in ARTICLE III or ARTICLE IV (other than representations and warranties set forth in Section 4.7(ii)) shall be read without regard and without giving effect to any materiality or Material Adverse Effect standard or qualification contained in such representation or warranty (as if such standard or qualification were deleted from such representation and warranty).

8.8 Notice of Claim. As used herein, the term "Claim" means a claim for indemnification by a Person entitled to indemnity under this ARTICLE VIII (the "Indemnitee"). An Indemnitee shall give notice of a Claim under this Agreement by delivering a written notice of such Claim describing in reasonable detail the Claim and the amount of Damages incurred in connection therewith if known and quantifiable (each such notice, a "Notice of Claim") to the Person obligated to indemnify under this ARTICLE VIII (the "Indemnitor"), promptly after such Indemnitee becomes aware of the existence of any potential Claim, provided that the failure to notify the Indemnitor will not relieve the Indemnitor of any liability that it may have to any

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Indemnitee, except to the extent that the Indemnitor demonstrates that the defense of such Third-Party Claim is materially prejudiced by the Indemnitee's failure to give such notice.

8.9 Defense of Third-Party Claims

(a) If a Third-Party Claim is made against an Indemnitee, the Indemnitor shall have the right to participate in the defense thereof and, to the extent it wishes (unless (i) the Indemnitor is also a Person against whom the Third-Party Claim is made and the Indemnitee determines in good faith that joint representation would be inappropriate or (ii) the Indemnitor fails to provide reasonable assurance to the Indemnitee of its financial capacity to defend such Third-Party Claim and provide indemnification with respect to such Third-Party Claim) to assume the defense of such Third-Party Claim with counsel satisfactory to the Indemnitee by delivering to the Indemnitee, within thirty (30) days (or sooner, if the nature of the Third-Party Claim so requires) following such Indemnitor's receipt of the Notice of Claim applicable thereto, written notice of its intention to do so. After notice from the Indemnitor to the Indemnitee of its election to assume the defense of such Third-Party Claim, the Indemnitor shall not, so long as it diligently conducts such defense, be liable to the Indemnitee under this ARTICLE VIII for any fees of other counsel or any other expenses with respect to the defense of such Third-Party Claim, in each case subsequently incurred by the Indemnitee in connection with the defense of such Third-Party Claim, other than reasonable costs of investigation, provided, that if in the reasonable opinion of counsel to the Indemnitee, (A) there are legal defenses available to the Indemnitee that are different from or additional to those available to the Indemnitor; or (B) there exists a conflict of interest between the Indemnitee or Indemnitor, the Indemnitor shall be liable for the reasonable fees and expenses of counsel to the Indemnitee in each jurisdiction for which counsel to the Indemnitee reasonably determines counsel is required. The Indemnitor will not be entitled to control, and the Indemnitee will be entitled to have control over, the defense or settlement of any Third-Party Claim if (i) any portion of such Third-Party Claim is to be recovered from the R&W Insurance Policy or the terms of such R&W Insurance Policy otherwise require the insurer or Buyer to control the defense of such Third-Party Claim; (ii) the Third-Party Claim involves a criminal proceeding, action, indictment, allegation or investigation or is brought by or on behalf of a Governmental Body, (iii) the Third-Party Claim seeks injunctive or other non-monetary relief, (iii) based upon the advice of counsel to the Indemnitee, a non-waivable conflict of interest exists between the Indemnitor and the Indemnitee, (iv) such Third-Party Claim is brought by or on behalf of any lender, employee, material supplier or material customer of the Company. If the Indemnitor assumes the defense of a Third-Party Claim, no compromise or settlement of such Third-Party Claims may be effected by the Indemnitor without the Indemnitee's consent (which shall not be unreasonably withheld, conditioned or delayed) unless: (A) there is no finding or admission of any violation of Law or any violation of the rights of any Person; (B) the sole relief provided is monetary damages that are paid in full by the Indemnitor; (C) the Indemnitee shall have no liability with respect to any compromise or settlement of such Third-Party Claims effected without its consent; and (D) any settlement expressly and unconditionally releases the Indemnitee from all liabilities and obligations with respect to such Claim, with prejudice. If the Indemnitor does not timely (as described above) give notice to the Indemnitee of its election to assume the defense of such Third-Party Claim, ceases to continue the defense of or fails to diligently prosecute the defense of such Third-Party Claim or is not permitted pursuant to the terms of this Section 8.9(a) to control the defense of a Third-Party Claim, the Indemnitor will be bound by any determination made in such Third-Party Claim; provided, however, the Indemnitee shall not compromise or settle such Third-Party Claim without

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the Indemnitor's consent (which shall not be unreasonably withheld, conditioned or delayed). If the Indemnitor assumes the defense of a Third-Party Claim in accordance with this Section 8.9(a), the Indemnitee will have the right to participate in the defense thereof and to employ counsel, at its own expense, separate from the counsel employed by the Indemnitor, it being understood, however, that the Indemnitor will control such defense.

(b) With respect to any Third-Party Claim subject to indemnification under this ARTICLE VIII: (i) both the Indemnitee and the Indemnitor, as the case may be, shall keep the other Person reasonably informed of the status of such Third-Party Claim and any related Legal Proceedings at all stages thereof where such Person is not represented by its own counsel; and (ii) the parties agree (at their own expense) to render to each other such assistance as they may reasonably require of each other and to cooperate in good faith with each other in order to ensure the proper and adequate defense of any Third-Party Claim, including the retention and the provision of records and information which are reasonably relevant to such Third-Party Claim.

(c) With respect to any Third-Party Claim subject to indemnification under this ARTICLE VIII, the parties agree to cooperate in such a manner as to preserve in full (to the extent possible) the confidentiality of all Confidential Information and the attorney-client and work-product privileges, unless Confidential Information is required to be disclosed by Law or in connection with such Third-Party Claim.

(d) For the avoidance of doubt, this Section 8.9 shall not apply to Sellers Tax Contests, the conduct of which shall be governed exclusively by Section 6.4.

8.10 Other Claims. A Claim for any matter not involving a Third-Party Claim shall be given promptly after discovery of the matters giving rise to such claim, provided, however, that no delay in such notice shall relieve the Indemnitor from any obligation hereunder.

8.11 Time Limitations.

(a) Sellers shall have liability under Section 8.2 only if, on or before the date that is fifteen (15) days after expiration of the seven (7) year period immediately following the Closing Date, Buyer notifies the Sellers of a claim that occurred prior to such date, specifying the factual basis of the claim in reasonable detail to the extent known by Buyer. Notwithstanding anything to contrary in this Agreement, no survival limitations set forth in this Agreement shall affect any claims or recovery sought solely under the terms of the R&W Insurance Policy.

(b) Buyer shall have liability under Section 8.3, with respect to a breach of any covenant or obligation of Buyer under Section 8.3, only if, on or before the date that is fifteen (15) days after expiration of the seven (7) year period immediately following the Closing Date, the Sellers notify the Buyer of a claim that occurred prior to such date, specifying the factual basis of the claim in reasonable detail to the extent known by the Sellers.

8.12 Exclusive Remedies, Mitigation, Etc.

(a) Notwithstanding anything contained in this Agreement to the contrary, except with respect to the matters set forth in Section 2.3, Section 6.3 and any Pre-Closing Taxes, with respect to equitable remedies with respect to Section 6.11 and Section 9.10, with respect to

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the R&W Insurance Policy and other than in the case of fraud on the part of any party hereto in connection with any breach or inaccuracy of the representations and warranties made by such party contained in this Agreement, the parties agree that, from and after the Closing Date, the sole and exclusive remedies of the parties to this Agreement and the Buyer Indemnified Persons and the Seller Indemnified Persons, respectively, for any Damages (including any Damages from claims for breach of contract, warranty, tortious conduct (including negligence) or otherwise and whether predicated on common law, equity, statute, strict liability, or otherwise) arising out of or based upon the matters set forth in this Agreement, are the indemnification obligations of the parties set forth in this ARTICLE VIII. In furtherance of, but not in any way limiting the foregoing, except as provided in this ARTICLE VIII, Section 2.3, Section 6.3 and any Pre-Closing Taxes, Section 6.11, Section 9.10, and the R&W Insurance Policy, each of the parties hereby waives, from and after the Closing Date, to the fullest extent permitted under applicable Law, any and all rights and claims for Damages it may have against any other party hereto arising under, based upon or relating to this Agreement, whether such claims are based on any applicable Law, common law or otherwise.

(b) Each party shall take all commercially reasonable steps to mitigate any of his, her or its Damages under this Agreement upon becoming aware of any event which would reasonably be expected to, or does, give rise thereto.

(c) With respect to a Claim, including any Third-Party Claim, governed by the provisions of this ARTICLE VIII after the earliest to occur of (i) a final decision, judgment or award has been rendered with respect thereto (including a declaratory or similar judgment that the Indemnitee is entitled to indemnification) in accordance with Section 9.2 and the time in which to appeal therefrom has expired, (ii) a settlement has been consummated with respect thereto in accordance with this ARTICLE VIII, or (iii) the applicable Indemnitor and Indemnitee have executed an agreement with respect thereto, the Indemnitee shall forward to the Indemnitor notice of any sums due and owing by the Indemnitor pursuant to this Agreement with respect to such Claim and the Indemnitor shall, within five (5) days after receipt of such notice, pay such sums due and owing to the Indemnitee by wire transfer of immediately available funds.

8.13 Treatment of Indemnification Payments. Buyer and the Sellers agree to treat any indemnification payment made pursuant to this Agreement as an adjustment to the Purchase Price for all purposes, unless otherwise required by Law.

ARTICLE IX
MISCELLANEOUS

9.1 Expenses. Except as otherwise expressly provided herein, all costs and expenses (including any brokerage commissions or any finder's or investment banker's fees and including attorneys' and accountants' fees) incurred in connection with the negotiation and execution of this Agreement and each other agreement, document and instrument contemplated hereby and the consummation of the transactions contemplated hereby and thereby shall be paid by the party incurring such expenses.

9.2 Submission to Jurisdiction; Consent to Service of Process; Waiver of Jury Trial.

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(a) The parties hereto hereby irrevocably submit to the exclusive jurisdiction of the Delaware Court of Chancery, New Castle County, or to the extent such court declines jurisdiction, first to any federal court, and second to any Delaware state court, each located in Wilmington, Delaware, over any dispute arising out of or relating to this Agreement or any of the transactions contemplated hereby and each party hereby irrevocably agrees that all claims in respect of such dispute or any suit, action proceeding related thereto may be heard and determined in such courts. The parties hereby irrevocably waive, to the fullest extent permitted by applicable Law, any objection which they may now or hereafter have to the laying of venue of any such dispute brought in such court or any defense of inconvenient forum for the maintenance of such dispute. Each of the parties hereto agrees that a judgment in any such dispute may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Law.

(b) Each of the parties hereto hereby consents to process being served by any party to this Agreement in any suit, action or proceeding by delivery of a copy thereof in accordance with the provisions of Section 9.5.

(c) TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW THAT CANNOT BE WAIVED, EACH PARTY HEREBY WAIVES, AND COVENANTS THAT IT WILL NOT ASSERT (WHETHER AS PLAINTIFF, DEFENDANT OR OTHERWISE), ANY RIGHT TO TRIAL BY JURY IN ANY FORUM IN RESPECT OF ANY ISSUE, CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING IN WHOLE OR IN PART UNDER, RELATED TO, BASED ON OR IN CONNECTION WITH THIS AGREEMENT OR THE SUBJECT MATTER HEREOF, WHETHER NOW EXISTING OR HEREAFTER ARISING AND WHETHER SOUNDING IN TORT OR CONTRACT OR OTHERWISE. ANY PARTY HERETO MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION 9.2 WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF EACH SUCH PARTY TO THE WAIVER OF ITS RIGHT TO TRIAL BY JURY.

9.3 Entire Agreement; Amendments and Waivers.

(a) This Agreement (including the Schedules and any exhibits hereto and the Confidentiality Agreement) represents the entire understanding and agreement, and supersede all prior written agreements, arrangements, communications and understandings and all prior and contemporaneous oral agreements, arrangements, communications and understandings, between the parties hereto with respect to the subject matter hereof.

(b) This Agreement may not be amended, modified or supplemented in any manner, whether by course of conduct or otherwise, except by an instrument in writing specifically designated as an amendment hereto, signed by the parties hereto.

(c) Any waiver by any party hereto of a breach of any provision of this Agreement must be in writing and shall not operate or be construed as a further or continuing waiver of such breach or as a waiver of any other or subsequent breach. No failure on the part of any party to exercise, and no delay in exercising, any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of such right, power or remedy by such party preclude any other or further exercise thereof or the exercise of any other right, power or remedy.

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9.4 Governing Law. All issues and questions concerning the construction, validity, interpretation and enforceability of this Agreement and the Exhibits and Disclosure Schedules hereto, and all claims or disputes arising hereunder or thereunder in connection herewith or therewith shall be governed by, and construed in accordance with, the Laws of the State of Delaware, without giving effect to any choice of Law or conflict of Law rules or provisions (whether of the State of Delaware or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of Delaware.

9.5 Notices. All notices and other communications under this Agreement shall be in writing and shall be deemed given (a) when delivered personally by hand (with written confirmation of receipt), (b) when sent by email with written confirmation of transmission (provided the sender also sends a copy of such notice pursuant to clause (c) on the same day such email is sent) or (c) one Business Day following the day sent by commercial overnight courier (with written confirmation of receipt), in each case, at the following addresses and email addresses (or to such other address as a party may have specified by notice given to the other party pursuant to this provision):

If to Buyer (or the Company), to:

NewHold AEC Corp.
c/o NewHold Enterprises LLC
52 Vanderbilt Avenue, Suite 1501
New York, NY 10017
Attention: Charlie Baynes-Reid
Email: cbaynesreid@newholdllc.com

with a copy to:

Loeb & Loeb LLP
345 Park Ave
New York, NY 10154
Attention: Ronelle C. Porter
Email: rporter@loeb.com

If to the Sellers:

J. Bradford Davis
152 Cattail Circle
St. Johns, Florida 32259
Email: BDavis@prosserinc.com

Ryan P. Stilwell
49 Phillips Ave.
Ponte Vedra Beach, Florida 32082
Email: RStilwell@prosserinc.com

Shawn R. Bliss

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12492 Mariah Ann Ct.
Jacksonville, Florida 32225
Email: SBliss@prosserinc.com

William R. Lyon
11825 Clearwater Oaks Dr. W.
Jacksonville, Florida 32223
Email: Wlyon@prosserinc.com

With a copy (which shall not constitute notice) to:

Rogers Towers, P.A.
1301 Riverplace Blvd., Suite 1500
Jacksonville, FL 32207
Attention: Douglas H. Shaver
Email: dshaver@rtlaw.com

9.6 Severability. If any term or other provision of this Agreement is invalid, illegal, or incapable of being enforced by any Law or public policy, all other terms or provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal, or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby are consummated as originally contemplated to the greatest extent possible.

9.7 Binding Effect; Third-Party Beneficiaries; Assignment.

(a) Except as set forth in Section 6.10 (Director and Officer Liability), Section 6.11 (Professional Liability Tail Policy), Section 8.2 (Indemnification by Sellers) and Section 8.3 (Indemnification by Buyer), nothing in this Agreement shall create or be deemed to create any third-party beneficiary rights in any Person or entity not a party to this Agreement.

(b) No assignment of this Agreement or of any rights or obligations hereunder may be made by any party, directly or indirectly (by operation of Law or otherwise), without the prior written consent of the other parties hereto and any attempted assignment without the required consents shall be void, except that Buyer may assign its rights, interests and obligations hereunder to any of its Affiliates without such consent; provided that Buyer shall not be relieved of its obligations hereunder. No assignment of any obligations hereunder shall relieve the parties hereto of any such obligations. Upon any such permitted assignment, the references in this Agreement to Buyer shall also apply to any such assignee unless the context otherwise requires.

9.8 Counterparts. This Agreement may be executed in one or more counterparts, including by facsimile or electronic transmission, each of which will be deemed to be an original

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copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.

9.9 Specific Performance. The parties acknowledge and agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. Each party hereby waives any requirement for the securing or posting of any bond in connection with such remedy.

9.10 Release. Effective as of the Closing, except as specified below, each of the Sellers (on behalf of himself and his, her or its Affiliates, agents, representatives, executors, attorneys, administrators, conservators and heirs) releases and forever discharges (i) the Company, Buyer, each of the other Sellers and (ii) each of the directors, managers, officers, employees, agents, attorneys, contractors, successors, assigns, predecessors, heirs, executors, trustees, representatives and administrators of such Persons (collectively, the Persons described in this clause (ii) the "Related Persons") from any and all claims, demands, actions, causes of action of whatever rights, of every kind or character (whether such actions are actions in law, equity, tort, contract, or otherwise and including actions seeking injunctive or other equitable relief), whether known or unknown relating to any matter arising or in existence at any time prior to the Closing (each a "Released Claim" and collectively the "Released Claims"), and irrevocably covenants to refrain from, directly or indirectly, asserting any claim or demand or commencing, instituting, or causing to be commenced, any proceeding of any kind against the Company, Buyer, each of the other Sellers or their respective Related Persons, based upon any matter released hereby (the "Release"), provided, that, the Release does not and shall not apply to, or release any claims under, and Released Claims does not and shall not include, any claims arising under or related to this Agreement, the R&W Insurance Policy or any agreement, document or certificate delivered pursuant to this Agreement. The Release shall remain in effect as a full and complete general release notwithstanding the discovery or existence of any such additional or different facts or claims. Notwithstanding such provisions, the Release shall constitute a full waiver and release and discharge of the Released Claims in accordance with its terms, and each of the Sellers expressly waives and relinquishes, to the fullest extent permitted by applicable Law, the provisions, rights, and benefits of any Law or principle of public policy of the United States or of any state thereof or any other country, that either narrowly construes releases purporting by their terms to release such unknown or unsuspected claims in whole or in part, or restricts or prohibits the releasing of such Released Claims.

[*Remainder of page intentionally left blank.***]**

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized, as of the date first written above.

BUYER:

PRIME AE GROUP, INC.

By: _____
Name: Kumar Buvanendaran
Title: Chief Executive Officer and President

COMPANY:

PROSSER, INC.
By: _____
Name:
Title:

SELLERS

_____
J. Bradford Davis

_____
Ryan P. Stilwell

_____
Shawn R. Bliss

_____
William R. Lyon

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized, as of the date first written above.

BUYER:

PRIME AE GROUP, INC.

By: _____
Name:
Title:

COMPANY:

PROSSER, INC.
By: _____
Name: J. BRADFORD DAVIS
Title: PRESIDENT

SELLERS

_____
J. Bradford Davis

_____
Ryan P. Stilwell

_____
Shawn R. Bliss

_____
William R. Lyon

[Signature Page to Stock Purchase Agreement]

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Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See ***Specific Instructions*** on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

PRIME AE Group, Inc.

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☑ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

5 Address (number, street, and apt. or suite no.). See instructions.

5521 Research Park Drive, Suite 300

Requester's name and address (optional)

6 City, state, and ZIP code

Baltimore, MD 21228

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

☐☐☐ – ☐☐ – ☐☐☐☐

or

Employer identification number

2 6 – 0 5 4 6 6 5 6

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person** Steve Muschiano **Date** 01/08/2025

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

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must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

• Form 1099-INT (interest earned or paid).

• Form 1099-DIV (dividends, including those from stocks or mutual funds).

• Form 1099-MISC (various types of income, prizes, awards, or gross proceeds).

• Form 1099-NEC (nonemployee compensation).

• Form 1099-B (stock or mutual fund sales and certain other transactions by brokers).

• Form 1099-S (proceeds from real estate transactions).

• Form 1099-K (merchant card and third-party network transactions).

• Form 1098 (home mortgage interest), 1098-E (student loan interest), and 1098-T (tuition).

• Form 1099-C (canceled debt).

• Form 1099-A (acquisition or abandonment of secured property).

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

Caution: If you don't return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);

2. Certify that you are not subject to backup withholding; or

3. Claim exemption from backup withholding if you are a U.S. exempt payee; and

4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and

5. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See *What Is FATCA Reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

• An individual who is a U.S. citizen or U.S. resident alien;

• A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;

• An estate (other than a foreign estate); or

• A domestic trust (as defined in Regulations section 301.7701-7).

Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding. Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441–1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

• In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the disregarded entity.

• In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the grantor trust.

• In the case of a U.S. trust (other than a grantor trust), the U.S. trust and not the beneficiaries of the trust.

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(l)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a saving clause. Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if their stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first Protocol) and is relying on this exception to claim an exemption from tax on their scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include, but are not limited to, interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third-party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester;

2. You do not certify your TIN when required (see the instructions for Part II for details);

3. The IRS tells the requester that you furnished an incorrect TIN;

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only); or

5. You do not certify to the requester that you are not subject to backup withholding, as described in item 4 under "*By signing the filled-out form*" above (for reportable interest and dividend accounts opened after 1983 only).

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Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

What Is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you are no longer tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

• **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note for ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040 you filed with your application.

• **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or "doing business as" (DBA) name on line 2.

• **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

• **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. Enter any business, trade, or DBA name on line 2.

• **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner's name on line 1. The name of the owner entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, enter it on line 2.

Line 3a

Check the appropriate box on line 3a for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3a.

IF the entity/individual on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation.
• Individual or • Sole proprietorship	Individual/sole proprietor.
• LLC classified as a partnership for U.S. federal tax purposes or • LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	Limited liability company and enter the appropriate tax classification: P = Partnership, C = C corporation, or S = S corporation.
• Partnership	Partnership.
• Trust/estate	Trust/estate.

Line 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

Note: A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

Line 4 Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

• Generally, individuals (including sole proprietors) are not exempt from backup withholding.

• Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.

• Corporations are not exempt from backup withholding for payments made in settlement of payment card or third-party network transactions.

• Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space on line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).

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2—The United States or any of its agencies or instrumentalities.

3—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities.

5—A corporation.

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or territory.

7—A futures commission merchant registered with the Commodity Futures Trading Commission.

8—A real estate investment trust.

9—An entity registered at all times during the tax year under the Investment Company Act of 1940.

10—A common trust fund operated by a bank under section 584(a).

11—A financial institution as defined under section 581.

12—A middleman known in the investment community as a nominee or custodian.

13—A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
• Interest and dividend payments	All exempt payees except for 7.
• Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
• Barter exchange transactions and patronage dividends	Exempt payees 1 through 4.
• Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5.[2]
• Payments made in settlement of payment card or third-party network transactions	Exempt payees 1 through 4.

[1] See Form 1099-MISC, Miscellaneous Information, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) entered on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37).

B—The United States or any of its agencies or instrumentalities.

C—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i).

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i).

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state.

G—A real estate investment trust.

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940.

I—A common trust fund as defined in section 584(a).

J—A bank as defined in section 581.

K—A broker.

L—A trust exempt from tax under section 664 or described in section 4947(a)(1).

M—A tax-exempt trust under a section 403(b) plan or section 457(g) plan.

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, enter "NEW" at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have, and are not eligible to get, an SSN, your TIN is your IRS ITIN. Enter it in the entry space for the Social security number. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.SSA.gov*. You may also get this form by calling 800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/EIN*. Go to *www.irs.gov/Forms* to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to *www.irs.gov/OrderForms* to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, you will generally have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

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Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third-party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor[2]
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee[1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner[1]
6. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
7. Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))**	The grantor*
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity[4]
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(B))**	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name on line 1, and enter your business or DBA name, if any, on line 2. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

* **Note:** The grantor must also provide a Form W-9 to the trustee of the trust.

** For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, SSN, or other identifying information, without your permission to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax return preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity, or a questionable credit report, contact the IRS Identity Theft Hotline at 800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

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Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 877-777-4778 or TTY/TDD 800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 800-366-4484. You can forward suspicious emails to the Federal Trade Commission at *spam@uce.gov* or report them at *www.ftc.gov/complaint*. You can contact the FTC at *www.ftc.gov/idtheft* or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see *www.IdentityTheft.gov* and Pub. 5027.

Go to *www.irs.gov/IdentityTheft* to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and territories for use in administering their laws. The information may also be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payors must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to the payor. Certain penalties may also apply for providing false or fraudulent information.

Detail by Entity Name

Foreign Profit Corporation
PRIME AE GROUP, INC.

Filing Information

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FEI/EIN Number	26-0546656
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State	MD
Status	ACTIVE

Principal Address

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Mailing Address

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Changed: 03/16/2021

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Officer/Director Detail

Name & Address

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Annual Reports

Report Year	Filed Date
2023	03/08/2023
2024	01/29/2024
2024	08/01/2024

Document Images

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03/17/2020 -- ANNUAL REPORT	View image in PDF format
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February 10, 2026

Rose Nettles, M.Ed
Public Works Administration Manager
Emergency Management Coordinator
Department of Public Works
214 North Hogan Street, 10th Floor
Jacksonville, FL 32202

Subject: City of Jacksonville's Contract 6576-27 with Prosser, Inc. ("Contract")

Dear Ms. Nettles

PRIME AE Group, Inc. (EIN 59-2484852) acquired Prosser, Inc. (EIN 26-0546656) on December 30, 2021. Prosser, Inc. and its employees have been integrated into PRIME AE Group, Inc. operations. PRIME AE Group, Inc. now performs any active contracts remaining in Prosser's name. PRIME AE Group, Inc. has assumed all Prosser's rights and obligations under the Contract. Therefore, the City is still under contract with the same firm. If you wish to formally assign the contract from Prosser, Inc. to PRIME AE Group, Inc., we can provide an assignment agreement. Please let us know.

Sincerely,

PRIME AE Group, Inc.

Steve Muschiano

Steve Muschiano
Chief Legal Officer

smuschiano@primeeng.com