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**ASSET PURCHASE AGREEMENT**

**DATED AS OF OCTOBER 28, 2022**

**AMONG**

**CHA CONSULTING, INC.**

**AND**

**ECKLER ENGINEERING, INC.**

**AND**

**DOUGLAS K. HAMMANN, P.E.**

**AND**

**FR VISION HOLDINGS, INC. (FOR THE SOLE PURPOSE OF SECTIONS 2.6(b), 4.7 AND 4.8)**

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THIS ASSET PURCHASE AGREEMENT (this “**Agreement**”), dated as of October 28, 2022, is by and among CHA Consulting, Inc., a New York corporation (“**Buyer**”), Eckler Engineering, Inc., a Florida corporation (the “**Company**” or “**Seller**”), and Douglas K. Hammann, P.E., the sole shareholder of Seller (“**Shareholder**”). Buyer, the Company and the Shareholder are referred to collectively herein as the “**Parties**,” and individually as a “**Party**.” FR Vision Holdings, Inc., a Delaware corporation and ultimate parent of Buyer (“**FR Vision**”), joins in this Agreement for the sole purpose of Sections 2.6(b), 4.7 and 4.8.

## RECITALS

WHEREAS, the Company provides services covering preliminary design through commissioning, startup and project closeout of raw water supply and transmission systems; potable water treatment, storage and distribution; wastewater collection, pumping, transmission, treatment and disposal and reclaimed water treatment, storage, pumping and distribution for municipal and private clients (the “**Business**”).

WHEREAS, the Shareholder owns directly, beneficially and of record, one hundred percent (100%) of the issued and outstanding shares of capital stock of the Company free and clear of all claims and/or liens.

WHEREAS, the Shareholder and the Seller desire to sell substantially all of the assets of the Business and assign certain specific leases and other rights and obligations in connection with the Business, and Buyer desires to purchase such assets and assume such leases, rights and obligations for cash and other consideration, all upon the terms and subject to the conditions described in this Agreement (the “**Transactions**”).

## AGREEMENT

NOW THEREFORE, in consideration of the premises and the representations, warranties, covenants and agreements herein contained and intending to be legally bound hereby, the Parties hereby agree as follows:

### ARTICLE ONE DEFINITIONS

#### SECTION 1.1. Certain Definitions.

(a) The following terms, as used herein, have the following meanings:

“**Accounting Principles**” means the cash basis method of accounting based upon tax reporting, such accounting policies and practices historically and consistently applied throughout the periods indicated.

“**Accounts Receivable**” means trade and other accounts receivable that have been billed to clients as a result of services rendered by the Company to such client(s).

“**Active Prospect**” means any Person contacted or solicited directly by the Company or by any employee, agent or representative of the Company, or who directly contacted the Company or any employee, agent or representative of the Company, within the two (2) year period immediately preceding the Closing Date, for the purpose of having such Person become a Client of the Company.

“**Affiliate**” means a person that, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with the first-mentioned person.

“**Balance Sheet**” has the meaning as set forth in Section 3.4(a).

“**Billings in Excess of Costs**” means billings in excess of costs under the Company’s long term fixed price contracts with clients, whereby revenue is recognized using the percentage of completion method of accounting as used by the Company to generate Schedule 3.31(a).

“**Business Day**” means any weekday on which commercial banks are not required to be closed in New York, NY as a result of a federal, state or local holiday. In the event that an obligation to be performed under this Agreement falls due on a calendar day that is not a Business Day, the obligation shall be deemed due on the prior Business Day.

“**CARES Act**” means the Coronavirus Aid, Relief, and Economic Security Act dated March 27, 2020, as may be amended from time to time.

“**Claim**” means all and any actions, manner of actions, causes of actions, lawsuits, arbitrations, inquiry, audit, notice of violation, proceeding, complaint, subpoena, debts, dues, accounts, bonds, covenants, agreements, claims, costs, damages and demands.

“**Client**” means any Person to which the Company, or any of its predecessors, successors or assigns, provided services related to the Business through a contractual relationship or presented a proposal to render such services during the two (2) year period prior to the Closing Date.

“**Code**” means the Internal Revenue Code of 1986, as amended.

“**Costs in Excess of Billings**” means costs in excess of billings under the Company’s fixed price contracts with clients, whereby revenue is recognized using the percentage of completion method of accounting as used by the Company to generate Schedule 3.31(a).

“**Current Assets**” means the Accounts Receivables less than ninety (90) days outstanding as of the Closing Date, Unbilled Work in Process, Costs in Excess of Billings, inventory and prepaid expenses which will provide a benefit to Buyer and any other assets of Company which are expected to be sold, consumed, utilized or exhausted through standard business operations within a year and which will lead to a conversion to their cash value. For the avoidance of doubt, cash is excluded from Current Assets.

“**Current Liabilities**” means accounts payable, accrued expenses, Taxes (including any deferred Taxes), PTO, Billings in Excess of Costs, payroll payables and other Liabilities of the Company which are payable within one (1) year. For the avoidance of doubt, any Indebtedness (including the PPP Loan) shall not be considered a Current Liability and except with respect to Excluded Liabilities, shall be paid at or prior to Closing by the Company.

“**Employee**” means an individual who is employed by the Company, whether on a full-time, part-time or contract basis, and whether active or inactive, including any individual who is on short or long-term disability leave, workers’ compensation leave, pregnancy or parental or other statutory leave, or any other leave of absence from work.

“**Environmental Laws**” means federal, state, local and foreign laws and regulations relating to pollution or protection of human health or the environment (including but not limited to ambient air, surface water, ground water, land surface or subsurface strata).

“**Fundamental Representations**” means representations and warranties contained in Sections 3.1, 3.3, 3.4, 3.10 and 3.12.

“**GAAP**” means United States generally accepted accounting principles.

“**Gap Period Unbilled Work in Process**” means all Unbilled Work in Process generated on or between October 26, 2022, through October 28, 2022.

“**Gap Period Unbilled Work in Process Amount**” has the meaning as set forth in Section 2.7.

“**Government Contract**” means a contract to perform services for a Governmental Entity.

“**Government Official**” means any officer or employee of a Governmental Entity or any person acting in an official capacity for or on behalf of any Governmental Entity.

“**Governmental Entity**” means a federal, state, provincial, local, judicial (court or tribunal), public, quasi-public or administrative governmental or regulatory body, agency or authority, whether domestic or foreign.

“**Indebtedness**” means (i) all indebtedness for borrowed money including accrued interest thereon (including without limitation any outstanding PPP Loan under the CARES Act); (ii) notes payable and drafts accepted representing extensions of credit whether or not representing obligations for borrowed money (including without limitation, letters of credit and performance bonds); (iii) any indebtedness or other amounts owing to the Shareholder (other than accrued payroll obligations or reimbursements of business expenses); (iv) guaranties by the Company of indebtedness of any other person for borrowed money; (v) all indebtedness secured by any Lien on any property or asset owned or held by the Company regardless of whether the indebtedness secured thereby shall have been assumed by the Company or is nonrecourse to the credit of the Company; (vi) that portion of obligations with respect to any leases that would be properly classified as a Liability on financial statements prepared in accordance with GAAP; (vii) any and all obligations of the Company resulting from any earn-out, or other contingent payment arrangement related to or arising out of any prior acquisition or other business combination; (viii) any change of control payments, severance obligations or similar amounts due to Employees as a result of the Transactions, and (ix) amounts owed pursuant to letters of credit, interest rate swap agreements, hedging contracts or similar arrangements.

“**Intellectual Property**” means, collectively, (A) trademarks, service marks, trade names, logos and other brand designations and all registrations relating thereto; (B) all copyrighted works and all registrations therefor; (C) all inventions, letters patent or applications therefor; (D) all confidential or proprietary processes, formulas, technical data, trade secrets and other similar proprietary information that is of commercial value to the Company; and (E) all websites, domain names and registrations therefor.

“**Knowledge**” means, as to the Company or the Shareholder, the knowledge of the Shareholder after due inquiry of the accountants, officers, lawyers, directors and management Employees of the Company, that he reasonably believed to have knowledge of the matter in question (presuming there was reasonable cause to make such inquiry), and in the case of any other party, the knowledge of such party after similar due inquiry.

“**Law**” means any federal, state, local or foreign statute, law, ordinance, regulation, rule, code, Order, constitution, treaty, common law, judgment, decree, other requirement or rule of law of any Governmental Entity.

“**Liability**” means any obligation or liability, whether absolute, accrued, fixed, contingent or otherwise.

“**Lien**” means any security interest, pledge, mortgage, lien (including environmental and Tax liens), charge, encumbrance, adverse Claim, preferential arrangement or restriction of any kind, including any restriction on the use, voting, transfer, receipt of income or other exercise of any attributes of ownership, other than restrictions imposed by securities laws.

“**Material Adverse Effect**” means any event, occurrence, fact, condition or change that is, or could reasonably be expected to become, individually or in the aggregate taken as a whole in the long term, materially adverse to the business, results of operations, condition (financial or otherwise) or assets of the Company, provided, however, that none of the following shall be taken into account in determining whether there has been a Material Adverse Effect: (A) any adverse change, event, development, or effect whether short term or long term) arising from or relating to (1) general legal, regulatory, business or economic conditions, (2) national or international political or social conditions, including the engagement by the United States in hostilities or terrorism, (3) financial, banking, or securities markets, (4) changes in laws, rules, regulations, Orders, or other binding directives issued by any Governmental Entity, (5) natural disasters, including pandemics such as COVID-19 or (6) the taking of any action contemplated by this Agreement and the other agreements contemplated hereby, except, in the case of clause (1) through (6), to the extent that such event, change, circumstance, effect or other matter adversely affects the Company in a substantially disproportionate manner relative to other participants in its industry and market, and (B) any failure to meet a forecast (whether internal or published) of revenue, earnings, cash flow or other data for any period or any change in such a forecast.

“**Order**” means any order, award, decision, injunction, judgment, ruling, decree, charge, writ, subpoena or verdict entered, issued, made or rendered by any Governmental Entity or arbitrator.

“**Ordinary Course of Business**” means the ordinary course of business consistent with past custom and practice (including with respect to quantity and frequency).

“**Person**” means an individual, corporation, partnership, limited liability company, association, trust, unincorporated organization or other legal entity.

“**PPP Loan**” has the meaning as set forth in Section 3.32.

“**PTO**” means vacation time.

“**Tax(es)**” means any federal, state, local and foreign income or gross receipts tax, alternative or add-on minimum tax, sales and use tax, customs duty and any other tax, charge, fee, levy or other assessment including property, transfer, occupation, service, license, payroll, franchise, excise, withholding, ad valorem, severance, stamp, premium, windfall profit, employment, rent or other tax, governmental fee or like assessment or charge of any kind whatsoever, together with any interest, fine or penalty thereon, addition to tax, additional amount, deficiency, assessment or governmental charge imposed by any federal, state, local or foreign taxing authority.

“**Tax Return**” means any material report, statement, form, return or other document or information required to be supplied by or to a federal, state, local or foreign taxing authority in connection with Taxes.

“**Transactions**” has the meaning given such term in the Recitals of this Agreement.

“**Unbilled Work In Process**” means all services and work arising from services in the Ordinary Course of Business performed by the Company that have not been billed.

“**Unbilled Work in Process Amount**” has the meaning as set forth in Section 2.7.

“**Working Capital**” means Current Assets (including the prepaid expenses set forth on Schedule 1.1(a)), minus Current Liabilities (including, without limitation, Liabilities for PTO).

All capitalized terms not defined above shall have the meanings given thereto in this Agreement.

## **ARTICLE TWO TERMS OF THE TRANSACTION**

### **SECTION 2.1. Acquired Assets.**

On the Closing Date the Seller and the Shareholder agree for the Seller to sell, assign, transfer and deliver to Buyer against payment as provided in Section 2.6 all of the assets and properties of every kind used in the conduct of the Business or otherwise owned or used by the Seller whether or not shown on the Financial Statements, Projected Closing Date Balance Sheet or Closing Date Balance Sheet, (except for those Excluded Assets listed in Section 2.2), including without limitation, the following assets (such assets and properties of the Seller are collectively referred to hereinafter as the "**Acquired Assets**"):

(a) all owned or leased (to the extent transferable) fixtures, non-personal vehicles, leasehold improvements, machinery, equipment, tools, furniture, pallets, phones (other than cell phones and the related number of the Shareholder and his spouse and the Shareholder's home computer, which will be Excluded Assets), office supplies and other items of personal property, whether or not recorded on the books of the Seller (collectively, the "**Personal Property**");

(b) all right, title and interest in and to all Real Property Leases and the Personal Property Leases (collectively, the "**Leases**");

(c) all inventories, including materials, spare parts, equipment, supplies and other similar items as of the Closing Date (collectively the "**Inventories**");

(d) all work in process on Contracts carried out prior to the Closing Date, including work done but not yet invoiced, as captioned "Unbilled Work in Process" on the Closing Date Balance Sheet;

(e) the goodwill, customer lists, names, logos, trademarks, trade names, patents, service marks, copyrights, copyright applications, telephone and facsimile numbers, websites, URL addresses, logos, files, tradenames, financial books and records, software licenses and data, and all other written and recorded materials and any and all other assets relating to the Business or the Acquired Assets, including the name "Eckler Engineering", and any derivations thereof, and any processes, inventions and trade secrets all as defined in Section 3.24 (the "**Seller Intellectual Property**");

(f) all contracts and proposals of the Business, whether oral or written (the "**Contracts**"), including all proceeds from the foregoing, except to the extent such proceeds were earned and received prior to Closing;

(g) the federal, state, local and foreign licenses, permits, certificates of occupancy or use and other governmental approvals or authorizations listed on Schedule 3.20, to the extent transferable to Buyer;

(h) the amount of prepaid deposits and prepaid expenses made by the Seller as of the Closing Date for all Contracts or Permits or otherwise relating to the Acquired Assets or the operation of the Business, as shown on the Closing Date Balance Sheet as specifically set forth on Schedule 2.1(h);

(i) all rights and claims of the Seller against third parties in respect of the Acquired Assets or the operation of the Business, including all rights under express or implied warranties from suppliers to the Seller and all other claims, rebates, payments from vendors and refunds;

(j) all owned or leased computer equipment, computer software and software licenses, owned or held by the Seller or which the Seller has the right to use to the extent assignable to Buyer;

(k) except as set forth on Schedule 2.2(e), all Accounts Receivable;

(l) any and all other assets and properties owned by the Seller as of the Closing Date whether tangible or intangible, real or personal, including without limitation, employee lists and records;

(m) all those assets specifically listed in any Exhibit provided in connection with this Section 2.1;

(n) those bank and deposit accounts set forth on Schedule 3.22; and

(n) undeposited checks or checks received by Seller upon which collection has not been made.

#### **SECTION 2.2. Excluded Assets.**

Notwithstanding anything contained in Section 2.1 to the contrary, the Shareholder and the Seller are not selling, and Buyer is not purchasing, any of the following assets owned by the Seller, all of which will be retained by the Seller (collectively, the "**Excluded Assets**"):

(a) the Seller's minute books, seals, Seller stock record books, stock certificates and other similar corporate or Seller documents that are not necessary for Buyer to operate the Business, and returns of taxes, including all supporting schedules, attachments, work papers and similar documents, for taxes accruing on or before the Closing Date, provided that upon request Buyer may have copies thereof for legitimate business purposes and provided Buyer agrees to maintain confidentiality thereof;

(b) the rights which accrue or will accrue to the Seller under this Agreement and documents entered into and delivered to Buyer in connection with the Transaction;

(c) All rights to causes of action, lawsuits, judgments, Claims and demands of any nature and all counterclaims, rights of setoff, rights of indemnification and affirmative defenses to any Claims that may be brought against Seller by third parties, in each case to the extent that they solely relate to the Excluded Assets or Excluded Liabilities;

(d) each of the assets listed on Schedule 2.2(d) hereto;

(e) those accounts receivable listed on Schedule 2.2(e) hereto;

(f) prepaid taxes;

(g) amounts due to or from employees, except to the extent included in the Closing Date Balance Sheet;

(h) any notes receivable and long and short-term securities owned by the Seller as

shown on the Closing Date Balance Sheet;

- (i) credits or refunds to Seller pursuant to CARES Act financing;
- (j) cash and cash equivalents; and
- (e) copies or rights to access copies of all employee and other records which Seller is required by law to retain in its possession.

**SECTION 2.3. Liabilities Assumed by Buyer.**

As further consideration for the consummation of the Transactions, Buyer, without further action by any party, hereby assumes as of the Closing Date and agrees thereafter to pay for the Seller's account when due only those liabilities set forth on Schedule 2.3 (the "**Assumed Liabilities**").

**SECTION 2.4. Liabilities Not Assumed by Buyer.**

Except for the Assumed Liabilities, Buyer is not assuming any debts, obligations or liabilities of the Seller or the Shareholder whatsoever, whether known or unknown, actual or contingent, matured or unmatured, currently existing or arising in the future, including but not limited to the liabilities set forth below (the "**Excluded Liabilities**"), which will remain the responsibility of the Seller and the Shareholder (whether or not Buyer is alleged to have liability as a successor to the Seller):

(a) any liability asserted against Buyer the existence of which indicates a breach of any covenant, agreement, representation or warranty of the Seller or the Shareholder contained in this Agreement;

(b) (i) any liability of the Shareholder for Taxes; (ii) any liability of the Seller for Taxes, including the unincorporated business tax, or payable by the Seller due to operations prior to the Closing Date or as a result of purchases, sales or transfers as of or prior to the Closing Date (other than Taxes under applicable bulk sales or transfer Tax laws or Taxes payable as part of or pursuant to any lease agreement assumed by Buyer for periods on or after the Closing Date, which shall be paid by Buyer) or (iii) any liability for other Taxes of any kind or description, except current real estate and personal property Taxes with respect to the Acquired Assets to the extent such Taxes relate to periods subsequent to the Closing Date;

(c) any liability or obligation (contingent or otherwise) of the Seller or the Shareholder arising out of any claim or litigation, whether or not in the Ordinary Course of Business, related only to matters which occurred prior to the Closing Date;

(d) any other event or circumstance, the occurrence of which would give rise to a claim by Buyer for indemnification under Article Eight;

(e) any liability under or relating to the Seller 401(k) Plan or any other ERISA plan of the Seller;

(f) any indebtedness owing to any former shareholder of the Company; and

(g) except as set forth on Schedule 2.3 or except to the extent included in the Working Capital calculation and Closing Date Balance Sheet, notes payable, reimbursement for travel expenses, payroll and insurance accruals, profit sharing and retirement plan accruals, lease obligations

through Closing Date, payroll Taxes, insurance Taxes, income Taxes, lawsuits, claims or administrative actions pending or arising from past or present conduct of Seller, claims or administrative actions yet to be filed, whether known or unknown, and relating to the conduct or actions of Seller prior to the Closing Date.

#### **SECTION 2.5. Purchase Price.**

The aggregate purchase price being paid as consideration for the Acquired Assets consists of the sum of the Cash Portion of the Purchase Price, the Deferred Consideration, the Equity Portion of the Purchase Price and the Retention Payments (collectively the “**Purchase Price**”) which Purchase Price is subject to adjustment as provided herein, including Sections 2.7 and 2.9.

#### **SECTION 2.6 Payment of the Purchase Price; Retention Payments.**

- (a) On the Closing Date, Buyer will pay and deliver by wire transfer to the Seller the amount of [REDACTED] (“**Cash Portion of the Purchase Price**”). The Cash Portion of the Purchase Price shall be subject to adjustment as set forth herein, including Sections 2.7 and 2.9 below.
- (b) On the Closing Date, Buyer will issue and deliver to the Seller who will immediately distribute to Shareholder, documentation evidencing [REDACTED] shares of common stock of FR Vision, with an aggregate value of [REDACTED] based on the FR Vision common stock valuation [REDACTED] (“**Equity Portion of the Purchase Price**”). Such shares shall be delivered pursuant to the terms of a Subscription Agreement by and between FR Vision and the Shareholder, (the “**Subscription Agreement**”). A condition precedent to such delivery is the execution by the Shareholder of the FR Vision Holdings, Inc. Shareholders’ Agreement dated April 10, 2018 (the “**FR Vision Shareholders’ Agreement**”).
- (c) Buyer, as part of the Purchase Price, shall pay to the Seller deferred consideration of [REDACTED] (“**Deferred Consideration**”) pursuant to an unsecured promissory note in the form attached as Exhibit A (the “**Promissory Note**”). The Promissory Note shall be payable in two installments on the first and second anniversary of the Closing Date of principal, along with simple interest thereon at [REDACTED] percent per annum. The Deferred Consideration and Promissory Note shall be subject to adjustment as set forth in Section 2.7 and Article Eight below. In the event of any such adjustment, the original Promissory Note shall be returned for cancellation and a new Promissory Note issued in the adjusted amount. The Promissory Note will be subordinated to Buyer’s financing as of the Closing Date with BNP Paribas, and other financial institutions as well as any successor banks providing financing to Buyer.
- (d) Buyer will also pay, as part of the Purchase Price, retention payments of [REDACTED] (“**Retention Payments**”) to certain Employees of the Company hired by Buyer (“**Retention Recipient**”). The identity of the eligible Employees and the amount to be paid to each retained Employee, if payable, are set forth on Schedule 2.6(d). The Retention Payments will be made directly to the eligible Employees as compensation, provided that the Employees are still employed by the Buyer or an Affiliate of Buyer up to and through the first and second anniversaries of Closing and at the time of payment. The Retention Payments will be subject to any and all Taxes and Tax withholdings under applicable Tax Laws (the “**Retention Taxes**”). Buyer agrees that Buyer will be solely responsible for any and all Retention Payments and Retention Taxes

with respect to any Retention Payment paid to a Retention Recipient and not paid over to Shareholder (the “**Retention Recipient Taxes**”). The Retention Payments shall be paid pursuant to the terms and conditions set forth in a retention agreement in a form agreed to by Shareholder and Buyer (the “**Retention Agreements**”). Any amount of the Retention Payments not earned and paid to a Retention Recipient will be paid over to the Shareholder as Purchase Price and paid in immediately available funds.

## **SECTION 2.7 Adjustment to the Purchase Price.**

The Cash Portion of the Purchase Price and Deferred Consideration are subject to adjustments as follows:

- (a) As of the Closing Date, Working Capital of the Company, as calculated consistent with the projected closing date balance sheet of the Company that shall be calculated on an accrual basis using principles consistent for the engineering industry and mutually agreed upon by the Parties (the “**Projected Closing Date Balance Sheet**”), shall be [REDACTED] [REDACTED] as shown on the attached *Schedule 2.7* (“**Targeted Working Capital**”). To determine the Unbilled Work in Process for the Closing Date Balance Sheet, the Company will, within thirty (30) days of Closing, convert its Unbilled Work In Process generated on or prior to October 25, 2022 to Accounts Receivable and such billed Accounts Receivable will then be included as the Unbilled Work in Process for the Closing Date Balance Sheet (the “**Unbilled Work in Process Amount**”). For the Gap Period Unbilled Work In Process, the Unbilled Work in Process for the Projected Closing Date Balance Sheet and the Closing Date Balance sheet shall be equal to [REDACTED], which represents [REDACTED] of an average daily month’s Accounts Receivable (the “**Gap Period Unbilled Work in Process Amount**”). The Unbilled Work in Process for the Closing Date Balance Sheet shall equal the sum of the Unbilled Work in Process Amount plus the Gap Period Unbilled Work in Process Amount. Working Capital shall exclude cash except to the extent Company conveys cash to Buyer to meet the Targeted Working Capital. There shall be no long-term or short-term debt or bonuses payable on the Projected Closing Date Balance Sheet; provided, however, that accrued expenses, PTO accruals and trade payables will not be considered debt provided they are listed on the Projected Closing Date Balance Sheet nor shall obligations to perform executory Contracts (which are not in default or which the Company is not in breach) following Closing and any indebtedness owing to any former shareholder shall not be on the Projected Closing Date Balance Sheet and shall be an Excluded Liability. In the event the Projected Closing Date Balance Sheet shows a Working Capital less than the Targeted Working Capital, the amount of such shortfall shall be deducted from the Promissory Note.
- (b) Within ninety (90) days after the Closing Date, the Seller shall prepare the balance sheet of the Company calculated in the same manner as the Projected Closing Date Balance Sheet as of the Closing Date (“**Closing Date Balance Sheet**”) along with all work papers relating to the Closing Date Balance Sheet and a calculation of the proposed final Working Capital. All bills received by Company for a period including the Closing Date shall be prorated or equitably allocated between the period before the Closing Date and the period after the Closing Date. In connection therewith, Seller and Buyer shall make a written determination of the percentage of services completed and billable through the Closing Date both individually and in the aggregate under all fixed price service contracts of the Company such that there are no material amount of Billings in Excess of Services and there are sufficient amounts, in all material respects in the aggregate, remaining

under all such contracts to allow Buyer to complete such contracts at substantially the current Company hourly charge for such services or in accordance with charge rates or fixed prices or milestones in the contract, if different. The Closing Date Balance Sheet, the calculation of the final Working Capital and the calculation of the Cash Portion of the Purchase Price shall be final and binding upon the parties unless, within forty-five (45) days after delivery of the Closing Date Balance Sheet, Buyer delivers a written notice to the Seller (“**Dispute Notice**”), disputing any item(s) contained therein and quantifying, in good faith, such amount(s) (the “**Disputed Amounts**”). The Seller and Buyer shall negotiate in good faith to resolve the dispute, but if they are unable to resolve the disputed matter within thirty (30) days after the Dispute Notice, the disputed items and the Disputed Amounts shall be promptly submitted for determination to such firm of independent accountants as Buyer and the Seller shall agree upon within twenty (20) days thereafter (and in default of agreement, UHY LLP). The determination of any disputed items and the Closing Date Balance Sheet and final Working Capital determined pursuant to the preceding sentence shall be final and binding upon the parties. The fees and expenses of the accounting firm engaged to resolve the dispute shall be allocated to and borne by Buyer and Seller based on the inverse of the percentage that the accountants’ determination (before such allocation) bears to the total amount of the total items in dispute as originally submitted to the accountants. For example, in the event that the items in dispute total in amount to \$1,000 and the accountants award \$600 in favor of Seller’s position, 60% of the costs of its review would be borne by Buyer and 40% of the costs would be borne by Seller.

- (c) Upon the final determination of Working Capital pursuant to this Section 2.7, the parties shall adjust the Purchase Price, on a dollar for dollar basis, in the event the Working Capital delivered at Closing differs from the Working Capital Target, with such excess paid to the Seller by Buyer in immediately available funds by wire transfer, and in the event of any shortfall, the Promissory Note shall be adjusted lower in the amount of such shortfall.
- (d) The Seller shall cause all Unbilled Work in Process as of the Closing Date to be billed in accordance with past practice and contract terms as soon as permitted by the applicable Contract. In the event an aggregate amount equal to the Unbilled Work in Process, set forth on the Closing Date Balance Sheet is not collected by Buyer within One Hundred Eighty (180) days after the Closing Date and an aggregate amount equal to all Accounts Receivable set forth on the Closing Date Balance Sheet is not collected by Buyer within One Hundred Eighty (180) days after the Closing Date, the amount of such shortfall shall be deducted from the Promissory Note. In the event an aggregate amount equal to all the Unbilled Work in Process and all Accounts Receivable set forth on the Closing Date Balance Sheet is collected by Buyer within One Hundred Eighty (180) days after the Closing Date, payment shall be made by Buyer to the Seller in the amount such collections exceed the amount of net Accounts Receivable and Unbilled Work in Process reflected on the final Closing Date Balance Sheet.
- (e) If the Buyer is paid for the reduction to the Working Capital as provided in Section 2.7(c), all amounts of Unbilled Work in Process and Accounts Receivable collected by Buyer after One Hundred Eighty (180) days after the Closing Date shall be paid to the Seller within ninety (90) days of collection. Any such Accounts Receivable (including any Unbilled Work in Process that was billed and therefore is then Accounts Receivable) not so collected resulting in a reduction to the Working Capital shall be assigned to the

Seller for \$1.00.

- (f) In the event the Accounts Receivable and Unbilled Work in Process collected within One Hundred Eighty (180) days of the Closing Date are not sufficient to pay all outstanding accounts payable of the Company as of the Closing Date, then the Seller and the Shareholder, jointly and severally, will assume payment of the accounts payable and will indemnify and hold harmless Buyer with respect to such accounts payable.

**SECTION 2.8. Allocation of Purchase Price.**

The parties agree that the amount of the Purchase Price and the Assumed Liabilities that are Liabilities for federal income tax purposes will be allocated for federal income tax purposes among the Acquired Assets in accordance with Schedule 2.8, and such allocation shall be in accordance with the requirements of Section 1060 of the Code and the regulations thereunder. The parties agree to file all required forms and notifications with the IRS, including without limitation Form 8594, in a manner consistent with Schedule 2.8. The Buyer will prepare the proposed final calculation of the allocation of the Purchase Price consistent with Schedule 2.8 within 90 days after the final determination of the Purchase Price.

**SECTION 2.9. Certain Expenses.**

- (a) Buyer will not pay or be liable for the fees, expenses, Taxes or Liabilities set forth below and incurred by the Shareholder or the Company (the “**Seller Fees**”):
  - (i) the fees and expenses, if any, of any person retained by the Shareholder or the Company for brokerage, financial advisory or investment banking services or services as a finder rendered to the Shareholder or the Company in connection with the Transactions;
  - (ii) the fees and expenses, if any, of any accountant, tax advisor or lawyer retained by the Shareholder or Company in connection with the Transactions; or
  - (iii) any income, capital gains or other tax incurred by the Seller or Shareholder or otherwise payable as a result of the closing of the Transactions.
- (b) The Shareholder shall be responsible for all Seller Fees, and to the extent that such Seller Fees are not reflected on the Closing Date Balance Sheet, the Shareholder shall either pay the Seller Fees directly or reimburse Buyer for such fees if they are paid by the Company, within ten (10) days of receipt of evidence that the Company has paid such fee.

**SECTION 2.10. Related Agreements.**

On or prior to the Closing Date, and with respect to Sections (a) and (d) hereof, until such time as the consent is obtained by the applicable third party or it is determined by Buyer that the Real Property Lease, Personal Property Lease or Contract shall remain in the name of the Seller, the Shareholder and the Seller shall, at the direction of the Buyer, continue to diligently pursue the consent of such third party and the respective parties referred to below will take the following actions:

- (a) The Seller and Buyer, with the consent of the lessor, will enter into an agreement for the

assignment by the Seller to Buyer, and the assumption by Buyer of the Seller's obligations thereunder, of all of the Seller's right, title and interest in and to the Real Property Lease with respect to the office premises located at 4700 Riverside Drive, Suite 110, Coral Springs, Florida 33067 (the “**Coral Springs Lease**”) substantially in the form attached hereto as Exhibit 2.10(a) (the “**Assignment and Assumption of Real Property Lease**”).

- (b) A bill of sale and assignment (the “**Bill of Sale**”) covering the items of personal property included in the Acquired Assets, substantially in the form attached hereto as Exhibit 2.10(b), will be delivered by the Seller.
- (c) The Shareholder will enter into an employment agreement with the Buyer, substantially in the form attached hereto as Exhibit 2.10(c) (the “**Employment Agreement**”).
- (d) The Seller and the Buyer or an affiliate of the Buyer will enter into agreements, upon receipt of consent of the contracting party, for the assignment by the Seller to the Buyer or an affiliate of the Buyer of all of the Seller's right, title and interest in and to all the Contracts which can be assigned and for which consent to assignment has been received and the assumption by Buyer or an affiliate of the Buyer of the Seller's obligations thereunder, (“**Contract Assignment and Assumption Agreements**”).
- (e) The Seller and the Buyer will each enter into a Management and Services Agreement, substantially in the form attached hereto as Exhibit 2.10(e) (“**Management and Services Agreement**”), pursuant to which the Seller will continue to fulfill obligations under the Contracts which cannot be assigned or for which consent to assignment has not been received until such time as the assignment of the Contract has been consented to by the contracting third party, or if not consented to, until the obligations under the Contracts have been fulfilled.

The documents referred to in this Section 2.10 are collectively referred to as the “**Related Agreements**”.

#### **SECTION 2.11. Closing.**

The closing of the Transactions (the “**Closing**”) will take place on the date of this Agreement by the electronic exchange of images of executed documents and their signature pages. The effective time of the Closing shall be 11:59 PM eastern time on the date hereof (“**Closing Date**”).

#### **SECTION 2.12. Further Assurances.**

Each party, at its sole cost and expense and without expense to the other parties, will do such further acts and execute and deliver such further documents regarding their obligations hereunder as may be required solely for (i) accomplishing the purposes of this Agreement, including the closing of the Transactions, and (ii) assuring and confirming the validity of any documents to be delivered at Closing.

**SECTION 2.13. Tax Credits.** The Company may be entitled to employee retention and research and development tax credits pursuant to the Cares Act and 26 U.S. Code Sec. 41 (the “**Credits**”). When and if the Buyer receives funds for any Credits of the Company pertaining to any Pre-Closing Tax Period, within 15 Business Days of the receipt of such funds by the Buyer, Buyer shall remit all amounts received with respect to the Credits to the Company.

**ARTICLE THREE  
REPRESENTATIONS AND WARRANTIES  
OF THE COMPANY AND SHAREHOLDER**

Except as set forth in Disclosure Schedules, the Company and the Shareholder, jointly and severally, do each represent and warrant to Buyer that the statements contained in this Article Three are true and correct as of the Closing Date. Except for the representations and warranties contained in this Article Three (as modified by the Schedules) and other Transaction Documents, the Shareholder makes no other express or implied representations or warranties with respect to the Company and disclaims any such other representations or warranties. The disclosure of any matter or item in any schedule to this Agreement shall not be deemed to constitute an acknowledgment that any such matter is required to be disclosed.

**SECTION 3.1. Power and Capacity.**

The Company and the Shareholder each have all requisite power and authority to execute and deliver this Agreement, to perform their respective obligations under this Agreement and to consummate the Transactions. This Agreement has been duly authorized, executed and delivered by the Company and by the Shareholder and constitutes the valid and binding agreement of each and is enforceable against the Company and the Shareholder in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally and by general principles of equity (regardless of whether enforcement is sought in a proceeding at law or in equity).

**SECTION 3.2. Conflicting Instruments; Consents.**

- (a) The execution and delivery by the Shareholder and the Company of this Agreement does not, and the consummation of the Transactions will not, violate any provision of the articles of incorporation or bylaws of the Company or result in the creation of any Lien upon the Acquired Assets, conflict with or result in a breach of, create an event of default (or event that, with the giving of notice or lapse of time or both, would constitute an event of default) under, or give any third party the right to accelerate any obligation under, any agreement, mortgage, license, lease, indenture, instrument, Order, arbitration award, judgment or decree to which the Shareholder or the Company is a party or by which the Shareholder, the Seller, the Acquired Assets are bound or affected.
- (b) The execution and delivery by the Shareholder and the Company of this Agreement does not, and the consummation of the Transactions will not, result in a violation of, or require any authorization, approval, consent or other action by, or registration, declaration or filing with or notice to any Governmental Entity pursuant to any statute, Law, rule, regulation or ordinance applicable to the Shareholder or the Company. There is no pending or, to the Shareholder's Knowledge, threatened action, suit, proceeding or investigation before or by any Governmental Entity, to restrain or prevent the closing of the Transactions or that might affect the right of Buyer to own and operate the Acquired Assets or the right of the Company to operate the Business of the Company.

**SECTION 3.3. Organization and Authority.**

- (a) The Company is a corporation duly organized and validly existing under the laws of the State of Florida. Except as set out on Schedule 3.3(a), the Company is duly qualified to do business and is in good standing in every jurisdiction in which the nature of the business conducted by it or the character or location of the properties owned or leased by it makes

such qualification necessary. The Company has all requisite corporate power and authority to own or lease and operate its properties and assets and to carry on its business as now conducted. Set forth on Schedule 3.3(a) is a list of all jurisdictions in which the Company is providing or has provided any type of service in the past five (5) years, including a list of all jurisdictions in which the Company is qualified to do business.

- (b) The Company does not have any subsidiaries or Affiliates. Schedule 3.3(b) sets out a complete listing of any corporation, limited liability company, limited partnership or Person which conducts a business similar to the business of the Company that is presently owned in whole or in part by the Shareholder or in which the Shareholder has held an ownership interest in the past five (5) years and the ownership interest therein.

#### **SECTION 3.4. Financial Statements; Accounts Receivable.**

- (a) Attached on Schedule 3.4(a) are complete and accurate copies of the following financial statements of the Company (collectively, the “**Financial Statements**”): (i) internally prepared financial statements for each of the past three (3) fiscal years ending December 31 and (ii) for the nine (9) month period from January 1, 2022 through September 30, 2022, internally prepared income statement and balance sheet as of September 30, 2022 (such balance sheet shall be referred to as the “**Balance Sheet**”).
- (b) The Financial Statements (i) are correct and complete and have been prepared in accordance with the books and records of the Company; (ii) have been prepared in accordance with the Accounting Principles, consistently applied; and (iii) present fairly in all material respects the financial condition of the Company based upon the Accounting Principles as at the date of such Financial Statements and the results of its operations for the period then ended. The Company keeps its books, records and accounts that, in reasonable detail, accurately and fairly reflect its assets, liabilities, transactions and dispositions of assets.
- (c) The Accounts Receivable and Unbilled Work in Process, if any, reflected on the Balance Sheet and the Accounts Receivable and Unbilled Work in Process occurring after the date thereof (i) have arisen from bona fide transactions entered into by the Company involving the rendering of services in the Ordinary Course of Business; and (ii) are not subject to claims of set-off or other defenses or counterclaims other than normal cash discounts accrued in the Ordinary Course of Business.
- (d) All Accounts Receivable and Unbilled Work in Process, if any, arose in the Ordinary Course of Business and, to the Shareholder’s Knowledge, the Accounts Receivable and Unbilled Work in Process when billed (subject to write-offs and adjustments consistent with past practices) are collectible in full, as shown thereon within the normal payment cycle of the Accounts Receivable.
- (e) There are no trade or other accounts receivable, trade or other accounts payable, Indebtedness or Liabilities currently outstanding or due between the Company and any of its Affiliates.

#### **SECTION 3.5. Real Property.**

- (a) The Company does not own any real property. Schedule 3.5(a) is a list of all real property which the Company holds any leasehold interest (the “**Leased Real Property**”).

- (b) Except as otherwise described in *Schedule 3.5(b)*, the Leased Real Property is under a valid lease (as may have been amended or modified) (the “**Real Property Leases**”) that is in full force and effect (except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors’ rights generally and by general principles of equity (regardless of whether enforcement is sought in a proceeding at law or in equity) and the Company has not received written or oral notice of any material breach or default, or cancellation or termination thereunder, and the Shareholder does not have Knowledge of any condition, event or circumstance which with notice or lapse of time, or both, would constitute a material breach or default under such Real Property Lease. All rental and other payments due under the Real Property Leases have been duly paid or provided for in accordance with its terms.
- (c) Except as described in *Schedule 3.5(c)*, the Transactions do not require the consent of any party, constitute an event of default under or trigger any options to terminate or otherwise change the existing terms of the Real Property Leases.

### **SECTION 3.6. Personal Property.**

(a) *Schedule 3.6(a)* contains a list of all personal property which the Seller leases (the “**Personal Property Leases**”). Except as described on *Schedule 3.6(a)*, the Seller has good title to all personal property reflected on the Balance Sheet and all personal property acquired by the Seller since December 31, 2021, free and clear of any Lien.

(b) The Seller owns or otherwise has the right to use all of the properties and assets, real and personal, tangible and intangible, now owned or used by it in the operation of the Business, and all such assets are the only assets necessary to operate the Business in the ordinary course. Upon consummation of the Transactions, Buyer will acquire good title to and have the right to use the Acquired Assets, free and clear of all Liens, except for Liens on the Personal Property Leases as set forth on *Schedule 3.6(b)*. All of Seller’s tangible assets are in good working order, subject to normal wear and tear for their age and subject to their routine maintenance.

### **SECTION 3.7. Sufficiency of Assets.**

Upon consummation of the Transactions, Buyer will have all of the properties, rights and assets of every type and description, real, personal and mixed, tangible and intangible, owned or used or employed or held for use by the Seller in operating the Business since December 31, 2021 (with the exception of any Excluded Assets and any properties, rights and assets disposed of in the Ordinary Course of Business), which are necessary to operate the Business immediately following Closing in the same manner as conducted prior to Closing.

### **SECTION 3.8. Claims.**

Except as described in *Schedule 3.8*, there are no product liability, warranty, professional liability or other Claim pending, or to the Shareholder’s Knowledge, threatened, by any third party (whether based on contract or tort and whether relating to personal injury, including death, property damage or economic loss) related to (a) services rendered by the Company during periods prior to and up through and including the Closing Date or (b) the operation of the Company’s Business during the period prior to and up through and including the Closing Date.

### **SECTION 3.9. Personnel.**

- (a) Schedule 3.9(a) contains a true and complete list of:
- (i) the name of each Employee and their title or job classification, their date of hire, their current compensation as of the Closing Date (which shall include base salary, wages, and any bonuses, incentives, commissions, allowances or other perquisites not applicable to Employees in general), their current status (whether active or inactive) and, if any Employee is inactive, confirmation of the reason for being inactive and their expected return date (if any), and a summary of the terms of any oral contracts or agreements with any Employee;
  - (ii) the name of each Person, if any, holding tax related or other powers of attorney from the Company and a summary of the terms; and
  - (iii) the name of each director and officer of the Company.
- (b) Except as described on Schedule 3.9(b), except as required by applicable Law or the terms of a Benefit Plan (as defined in Section 3.12), since December 31, 2021, the Company has not (i) entered into, adopted, terminated, or withdrawn from any Benefit Plan (including any arrangement that would be a Benefit Plan if in effect on the date hereof), (ii) amended any Benefit Plan, except for amendments in the Ordinary Course of Business that did not materially increase the Company's liability under, or cost of maintaining, such Benefit Plan, (iii) increased the annual base salary or rate of pay (including bonuses and deferred compensation) or benefits payable to any current or former Employee, officer, director, Independent Contractor, (iv) granted or accelerated the vesting of any benefits or compensation, (v) entered into any new, or amended any existing, employment, collective bargaining or similar agreements or arrangements, or (vi) hired any officer, Employee, or Independent Contractor at an annual base salary or rate of compensation greater than \$40,000.
- (c) Schedule 3.9(c) contains a true and complete list of all employment contracts between the Company and its current Employees ("**Employee Employment Agreements**").
- (d) Schedule 3.9(d) contains a list of all Persons who are receiving any compensation or remuneration for work or services provided to the Company who are not Employees (collectively, "**Independent Contractors**"), the nature of their work, and a list of any written contracts or agreements with those Persons, if any. All such Persons are properly classified as independent contractors or independent operators in each case, and are not Employees.

### **SECTION 3.10. Employment and Labor Matters.**

- (a) The Company is not a party to or bound by or subject to any contract or collective bargaining agreement with any trade union, labor organization or employee association. Further, the Company has not made any commitment to, or conducted any negotiation with, any trade union, labor organization or employee association with respect to any future contract, agreement or arrangement. No organization or representation question is pending or threatened respecting the Employees of the Company and no such question has been raised within the preceding three years.

- (b) Except as described on Schedule 3.10(b), all reasonably anticipated obligations of the Company for the period up to, and including, the Closing Date, whether arising by operation of Law, contract, past custom or otherwise, for salaries, wages, professional or consulting fees, bonuses, incentive pay, commissions, overtime pay, holiday pay, vacation pay, expense reimbursement, pension contributions, allowances, perquisites, and other forms of compensation either payable to or required to be made on behalf of the officers, directors and other Employees and Independent Contractors of the Company have been paid when due.
- (c) To the Knowledge of the Shareholder, there is no basis for any material Claim, grievance, arbitration, negotiation, suit, action or charge of or by any Employee of the Company, and the Company has received no notice of any such complaint against the Company before the National Labor Relations Board or any Governmental Entity. The Company has complied, with respect to its Employees, in all material respects with all applicable statutes, regulations, and Orders of the United States of America, all states and other subdivisions thereof, all foreign jurisdictions and all Governmental Entities.
- (d) To the Knowledge of the Shareholder, there are no Claims, complaints, reports or other documents concerning the Company or its employees made by or against the Company during the past five years (other than pursuant to workers' compensation laws), including, but not limited to, those pertaining to Title VII of the Civil Rights Act of 1964, the Occupational Safety and Health Act of 1970, the National Labor Relations Act of 1935 or any other federal, state or foreign laws relating to employment of labor.
- (e) (i) The Company has and currently is conducting the Business in compliance with all laws relating to employment and employment practices, terms and conditions of employment, wages and hours, workplace safety, and nondiscrimination in employment, the violation of which would not have a Material Adverse Effect on the Business; (ii) there is, and during the past five (5) years there has been, no labor strike, dispute, slow-down, work stoppage or other labor difficulty actually pending or threatened against or involving the Company; (iii) no grievance or arbitration proceeding arising out of or under any collective bargaining agreement between the Company and any Employees of the Business is pending and no Claim therefor has been asserted; and (iv) none of the Employees of the Company is covered by any collective bargaining agreement, no collective bargaining agreement is currently being negotiated and to the Knowledge of the Shareholder, no attempt is currently being made or during the past three years has been made to organize any Employees of the Company to form or enter a labor union or similar organization.
- (f) There are no outstanding assessments, penalties, fines, liens, charges, surcharges or other amounts due and owing by the Company pursuant to the Occupational Safety and Health Act of 1970 or its regulations ("OSHA") (or any other similar legislation in any jurisdiction). The Company has not been investigated by any Governmental Entity under such legislation or regulations at any time in the past three years. There is no audit currently being performed pursuant to any applicable workplace safety and insurance or workers' compensation legislation or regulations, nor has any such audit been announced or threatened against the Company. There are no existing or to the Knowledge of the Shareholder, threatened Claims or potential Claims that may adversely affect the accident cost experience or premiums of the Company, and there are no appeals pending before OSHA or any such similar Governmental Entity.

- (g) Except as set forth on Schedule 3.10(g), the Company has not terminated or furloughed any Employee, or reduced the salary or wages of any Employee, as a result of the COVID-19 pandemic or otherwise. The Company has instituted commercially reasonable policies and protocols, as generally applied in Florida, to reduce the likelihood that an Employee will test positive for COVID-19 infection and to the Knowledge of the Shareholder, the Employees have acted in compliance with such policies and protocols. The Company is in compliance in all material respects with all Orders and Laws issued by applicable Governmental Entities (including, but not limited to, OSHA and the Center for Disease Control and Prevention) relating to COVID-19 and the related public health situation concerning Employees, visitors to Company's offices and any shutdown and/or reopening.

### **SECTION 3.11. Environmental Matters.**

- (a) The Company is in compliance with all applicable Environmental Laws, which compliance includes the possession by the Company of all material permits and other governmental authorizations required under applicable Environmental Laws and compliance with the terms and conditions within those Environmental Laws, and there are no circumstances that are reasonably likely to prevent or interfere with such material compliance in the future.
- (b) The Company has not received written notice of nor is the subject of any action, cause of action, Claim, investigation, demand or notice by any Person alleging any liability, obligation or responsibility under or non-compliance with any Environmental Law or seeking to impose any financial responsibility for any investigation, cleanup, removal, containment or any other remediation or compliance under any Environmental Law (an "**Environmental Claim**"), and the Company has not received a written notice requesting information or naming it as a potential responsible party under any Environmental Law from any Governmental Entity, which notice, request or any resulting inquiry or litigation has not been fully and finally resolved.
- (c) There are no Environmental Claims that are pending or, to the Knowledge of the Shareholder, threatened against the Company, or against any Person whose liability for any Environmental Claim the Company has or may have retained or assumed either contractually or by operation of Law.

### **SECTION 3.12. Employee Benefit Plans.**

- (a) Schedule 3.12(a) sets forth a true and complete list of each "employee benefit plan" within the meaning of Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended, ("**ERISA**"), and each other pension, retirement, supplemental retirement, compensation, employment, consulting, profit-sharing, deferred compensation, incentive, phantom equity, stock option, employee stock ownership, stock-based, severance, salary continuation, retention, change in control, sabbatical, vacation, sick leave, PTO, bonus, employee loan, medical, dental, vision care, disability, life or other insurance, fringe benefit, or other plan, program, arrangement or agreement, whether written or unwritten, funded or unfunded, which is or has been established, maintained, sponsored, contributed to, or required to be contributed to by the Company or any entity aggregated with the Company under Section 414 of the Code (each, a "**Commonly-Controlled Entity**") for the benefit of any current or former employee, officer, director, retiree, independent contractor, or consultant of the Company or any Commonly-Controlled Entity or any spouse or dependent of such individual, or under which the Company or any Commonly-

Controlled Entity has or may have any liability, contingent or otherwise (collectively, the “**Benefit Plans**”).

- (b) Except as provided on Schedule 3.12(b), each Benefit Plan is, and has been, established, registered (where required), maintained, administered, and invested in compliance with (i) the terms of such Benefit Plan, (ii) every agreement (past or present, written or oral) relating to the benefits provided under each such Benefit Plan, (iii) all applicable laws, rules and regulations, and (iv) all understandings, whether written or oral, between the Company and its current or former Employees or other eligible participants or beneficiaries. Each Benefit Plan that is intended to be qualified within the meaning of Section 401(a) of the Code is so qualified and has received a favorable determination, opinion, or advisory letter from the IRS on which it is entitled to rely, to the effect that such Benefit Plan and its related trust are exempt from federal income taxes under Sections 401(a) and 501(a) of the Code, and nothing has occurred that could reasonably be expected to adversely affect the qualified status of any such Benefit Plan. Nothing has occurred with respect to any Benefit Plan that has subjected or could reasonably be expected to subject the Company, any Commonly-Controlled Entity, or Buyer or any of its Affiliates, to a civil action or penalty under Section 502 of ERISA or to tax or penalty under Sections 4975 or 4980 of the Code.
- (c) Where required by applicable Law or pursuant to the terms of any Benefit Plan, each Benefit Plan has been fully and timely funded or insured, and the present fair market value of the assets of any such plan equals or exceeds the liabilities associated with such plan, including, if applicable, when determined under actuarial factors that would apply if the plan terminated in accordance with all applicable legal requirements.
- (d) All employer contributions, premiums and other payments required to be remitted or paid to or in respect of each Benefit Plan for the period up to, and including, the Closing Date have been remitted and paid in a timely fashion (or reserved for payment) and in accordance with the terms thereof, and no Taxes, penalties or fees are owing or payable under or in respect of any Benefit Plan. No Benefit Plan requires or permits a retroactive increase in premiums or payments. All benefits accrued under any unfunded Benefit Plan have been paid when due.
- (e) Neither the Company nor any Commonly-Controlled Entity has ever contributed to, sponsored, maintained, or participated in, and none of the Benefit Plans is: (i) a “multiemployer plan” within the meaning of Section 3(37) of ERISA (including any multiemployer pension plan or a multiemployer health and welfare plan) (a “**Multiemployer Plan**”); (ii) “multiple employer welfare arrangement” within the meaning of Section 3(40) of ERISA; (iii) a “multiple employer plan” within the meaning of Section 413(c) of the Code; or (iv) a plan subject to the minimum funding standards of Section 302 of ERISA or Section 412 of the Code. The Company does not have any current or past obligation to contribute to, or any other liability, contingent or otherwise, with respect to, any Multiemployer Plan.
- (f) The Company has provided or made available to Buyer complete copies, as of the date hereof, of: (i) all the Benefit Plans (including any amendments) that have been reduced to writing, together with all documents establishing or constituting any related trust, annuity contract, insurance contract or other funding instrument; (ii) current plan summaries (including summary plan descriptions, summaries of material modifications, and summaries of benefits and coverage, if applicable), employee booklets, personnel manuals

and all other material documents, communications, and written materials concerning the Benefit Plans; (iii) in the case of any Benefit Plan that is intended to be qualified under Section 401(a) of the Code, a copy of the most recent determination, opinion, or advisory letter from the Internal Revenue Service; and (iv) the three most recently filed Forms 5500 (with schedules and financial statements attached), as applicable. In the case of any unwritten Benefit Plan, a written description which completely and accurately describes all material provisions of such unwritten plan, as of the date hereof, has been provided to or made available to Buyer.

- (g) Neither the Company nor any Commonly-Controlled Entity has promised or otherwise committed to adopt, amend, enter into, withdraw from, or terminate any Benefit Plan or any arrangement that would be a Benefit Plan if in effect on the date hereof, and nothing has occurred that could result in a material increase in the benefits under or the expense of maintaining any Benefit Plan from the level of benefits or expense incurred for the most recently completed fiscal year. Each Benefit Plan can be terminated at any time in the sole discretion of the plan sponsor, without any additional contribution to such Benefit Plan or the payment of any additional compensation or amount or acceleration of any benefits (other than accelerated vesting with respect to tax-qualified retirement plans, which shall not require any additional contribution to be made). Nothing prohibits the prompt distribution of all amounts under any Benefit Plan subject to Section 401(a) of the Code, provided that such Benefit Plan is terminated by the plan sponsor on or prior to the Closing Date.
- (h) No investigation, Claim, proceeding, lawsuit, arbitration or other action has been instituted (other than routine Claims for benefits), or to the Shareholder's Knowledge, threatened, against or with respect to any Benefit Plan. Further, to the Shareholder's Knowledge, (i) no facts exist which presently or after notice or lapse of time, or both, could reasonably be expected to give rise to any such investigation, Claim, proceeding, lawsuit, arbitration or other action (other than routine Claims for benefits), and (ii) there are no outstanding defaults or violations under or with respect to any Benefit Plan, which could result in or give rise to any liability of the Company, Buyer, or any Shareholder.
- (i) Except as set forth on Schedule 3.12(i), neither the execution of this Agreement nor the consummation of the Transactions contemplated by this Agreement will: (i) give rise to any liability, including, and without limitation, liability for severance pay or termination pay; (ii) accelerate the time of payment, funding, or vesting, or increase the amount of compensation or benefits due to any Employee, Independent Contractor, director or Shareholder of the Company (whether current, former, or retired) or their beneficiaries; (iii) limit or restrict the right of the Company to merge, amend, or terminate any Benefit Plan; (iv) increase the amount payable under or result in any other material obligation pursuant to any Benefit Plan; (v) result in "excess parachute payments" within the meaning of Section 280G(b) of the Code; or (vi) require a "gross-up" or other payment to any "disqualified individual" within the meaning of Section 280G(c) of the Code.
- (j) Each Benefit Plan that is subject to Section 409A of the Code has been maintained and 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. Neither the Company nor any Commonly-Controlled Entity has any obligation to gross up, indemnify, or otherwise reimburse any individual for any taxes, interest, or penalties incurred under Section 409A of the Code.

- (k) No Benefit Plan provides post-employment or post-retirement benefits to or in respect of any person, including any current or former Employee, or to or in respect of any dependent or beneficiary of any such person, other than as required by Section 4980B of the Code or similar state Law, and there has been no communication to any person that could reasonably be understood to promise such benefits.
- (l) All Employee data necessary to administer each Benefit Plan in respect of the current or former Employees of the Company is in the possession of the Company and is, to the Knowledge of the Shareholder, complete, accurate and in a form which is sufficient for the proper administration of the Benefit Plan in respect of such current or former Employees or their beneficiaries.

### **SECTION 3.13. Compliance with Law.**

The Company has complied in all material respects with all applicable Laws with respect to the conduct of the Business and the ownership of its properties.

### **SECTION 3.14. Litigation.**

Except as described on *Schedule 3.14*, to the Knowledge of the Shareholder there is no action, suit, Claim, proceeding, inquiry or investigation pending (or, to the Shareholder's Knowledge, threatened), against or affecting the Company, or the assets, properties or Business of the Company or relating to or involving the Transactions, at law or in equity, or before or by any arbitrator or any federal, state, foreign, local or other Governmental Entity, and the Shareholder has no Knowledge of any facts or circumstances that could reasonably form the basis for any of the foregoing. The Company has not received any opinion or memorandum or legal advice or notice from legal counsel to the effect that it is exposed, from a legal standpoint, to any Liability that may be material to its assets, properties or business. The Company is not in default with respect to any Order, writ, injunction or decree of any Governmental Entity. Except as described on *Schedule 3.14*, there is no pending action or suit brought by the Company against others.

### **SECTION 3.15. Contracts.**

- (a) *Schedule 3.15(a)* sets forth a complete and correct list of all the following agreements, contracts and binding commitments (whether written or oral) to which the Company is a party or by which the Company or any of its assets are bound (collectively, the "Contracts"): (i) employment, severance, termination, consulting and retirement agreements; (ii) license agreements or distributor, dealer, manufacturer's representative, sales agency and advertising agreements; (iii) agreements with any labor organization or other collective bargaining unit; (iv) agreements for the future purchase of any material amount of materials, supplies, services, merchandise or equipment; (v) agreements for the purchase, sale or lease of any real estate or other assets; (vi) profit-sharing, bonus, incentive compensation, deferred compensation, stock option, severance pay, stock purchase, employee benefit, insurance, hospitalization, pension, retirement or other similar plans or agreements; (vii) agreements for the sale of assets other than in the Ordinary Course of Business or the grant of any preferential rights to purchase assets; (viii) agreements which contain provisions requiring the Company to indemnify any person (other than indemnification provisions in Contracts for the Company to provide services to clients); (ix) joint venture agreements or other agreements involving the sharing of profits; (x) outstanding loans to any Person or receivables due from the Shareholder of the Company; (xi) agreements (including, without limitation, agreements not to compete and exclusivity agreements) that reasonably could be interpreted to impose any restriction on any Business

operations of the Company; (xii) agreements, notes and other instruments evidencing indebtedness for borrowed money and grants of encumbrances on any of the assets of the company; (xiii) Government Contracts with an expected fee of greater than \$150,000, (xiv) contracts to render professional services with an expected fee of greater than \$150,000 and listing separately all active design build contracts; (xv) each licensing agreement or other Contract with respect to Intellectual Property, including any agreement with any current or former Employee, consultant or Independent Contractor regarding the appropriation or non-disclosure of any Intellectual Property, but excluding Contracts for the licensing, support or maintenance of commercially available “off-the-shelf” software or distributed via Internet access either without charge or for a recurring or one-time license fee of \$10,000 or less, or distributed as “freeware”; and (xvi) any other agreement which by its terms does not terminate or is not terminable by the Company within ninety (90) days or upon ninety (90) days’ (or less) notice; provided, however, that excluded from the list above are any client agreements pursuant to which the Company’s delivery of services is complete. Schedule 3.15(a) includes a brief description of all oral Contracts of the types described in clauses (i) through (xvi) above. Schedule 3.15(a) contains all Contracts that are material to the Business, except for those Contracts which are allowed to be excluded as provided above. Also set forth on Schedule 3.15(a) is a list of all Contracts as to which the consent of the third party is required in connection with the consummation of the Transactions.

- (b) All the Contracts are valid and in full force and effect and constitute legal, valid and binding obligations of, and are legally enforceable with respect to the Company and to the Shareholder’s actual knowledge, with respect to the other party or parties thereto, except, in each case, as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors’ rights generally and by general principles of equity (regardless of whether enforcement is sought in a proceeding at law or in equity). All necessary governmental approvals with respect thereto required to be obtained by the Company have been obtained, all necessary filings or registrations therefore required to be made by the Company have been made. The other party to any Contract has not threatened cancellation and to Shareholder’s Knowledge, there are no outstanding disputes with respect to any Contracts. The Company has in all material respects performed all the obligations thereunder required to be performed by the Company to date. The Company is not, and to the Shareholder’s Knowledge no other party is, in default in any material respect under any of the Contracts, and there has not occurred any event which (whether with or without notice, lapse of time or the happening or occurrence of any other event) would constitute such a default. True and complete copies of all written Contracts have been delivered to Buyer or made available for inspection.
- (c) The Company has never received written notice that it has been debarred or suspended from contracting (as a prime contractor or subcontractor at any tier) for or bidding on any Government Contract or, at any time during the past ten (10) years, had a Government Contract canceled or terminated, in whole or in part, by reason of a default or alleged default on the part of the Company. The Company is not currently debarred or suspended from (nor has the Company received written notice that the Company is under investigation with respect to a possible debarment or suspension from) bidding on or entering into any Government Contract. With respect to any Government Contract in effect as of the date of this Agreement, the Company has not received written notice (i) that any such Government Contract may be or will be terminated for convenience or by reason of a default or alleged default by the Company, (ii) that funding for any such Government Contract or governmental program involving the Company will be eliminated or substantially reduced

or suspended, (iii) requiring or resulting in loss of use or substantial impairment or interference of use by the Company of any facilities owned by a Governmental Entity, or (iv) that any relevant budget authority or contract authority has been exceeded with respect to any such Government Contract to which the Company is a party.

- (d) Except as set forth on Schedule 3.15(d), there are Contract balances remaining adequate to pay the billings of Buyer at the contracted billing rates of the Company to complete each applicable Contract and there have been no pre-billings under any Contract that are not included on the Company's financial statements.
- (e) The Company has the ability to perform its obligations under its Contracts with clients and customers despite the impact of the COVID-19 pandemic and all Orders and Laws issued by applicable Governmental Entities with regulatory authority over the Company relating to COVID-19 concerning Employees and any shutdowns, reopenings or work from home. Except as set forth on Schedule 3.15(e), no client has terminated or postponed any Contract as a result of the COVID-19 pandemic and no client has notified the Company that it intends to terminate or postpone a Contract with the Company or reduce its utilization of the services of the Company as a result of the COVID-19 pandemic.
- (f) The Company has no Contracts that are governed by or subject to the Federal Acquisition Regulations (FAR).

#### **SECTION 3.16. Conduct of Business.**

Except as set forth on Schedule 3.16, since December 31, 2021, the Company has kept available the services of all current officers and key employees and used reasonable efforts to preserve the goodwill of the suppliers, clients, employees and others having business relations with the Company in all material respects. Except as described on Schedule 3.16, since December 31, 2021, the Company has conducted its business in the ordinary course, has maintained its assets and properties in at least as good order and condition as existed on December 31, 2021 (other than ordinary wear and tear and deterioration due to age and use). Except as set forth on Schedule 3.16, since December 31, 2021, there has not been, with respect to the Company, any:

- (a) incurred any Liability, individually or in the aggregate, in excess of \$25,000, except in the Ordinary Course of Business;
- (b) event, occurrence or development that has had, or could reasonably cause, a Material Adverse Effect;
- (c) amendment of the articles of incorporation, bylaws or other organizational documents of the Company;
- (d) split, combination or reclassification of any of the Shares;
- (e) issuance, sale or other disposition of any Shares, or grant of any options, warrants or other rights to purchase or obtain (including upon conversion, exchange or exercise) any of its Shares;
- (f) except for (i) distributions to the Shareholder to satisfy the Shareholder's estimated Tax Liability or (ii) declaration or payment of any dividends or distributions on or in respect of any of its Shares or redemption, purchase or acquisition of its Shares;

- (g) material change in any method of accounting or accounting practice of the Company;
- (h) material change in the Company's cash management practices and its policies, practices and procedures with respect to collection of Accounts Receivable, accrual of Accounts Receivable, inventory control, prepayment of expenses, payment of trade accounts payable, accrual of other expenses, deferral of revenue and acceptance of customer deposits;
- (i) entry into any material Contract, except in the Ordinary Course of Business;
- (j) incurrence, assumption or guarantee of any Indebtedness except unsecured current obligations and Liabilities incurred in the Ordinary Course of Business;
- (k) transfer, assignment, sale or other disposition of any of the assets shown or reflected in the Balance Sheet, except in the Ordinary Course of Business, or cancellation of any debts owed to, or waived any Claims held by, the Company;
- (l) transfer, assignment or grant of any license or sublicense of any material rights under or with respect to any Intellectual Property or licenses pertaining to Intellectual Property;
- (m) material damage, destruction or loss (whether or not covered by insurance) to its property;
- (n) any capital investment in, or any loan to, any other Person;
- (o) acceleration, termination, material modification to or cancellation of any material Contract to which the Company is a party or by which it is bound, other than completion of Contracts in accordance with the terms thereof;
- (p) any capital expenditures in excess of \$15,000 in the aggregate, except in the Ordinary Course of Business;
- (q) imposition of any Lien (other than statutory tax liens for taxes not yet due) upon any of the Company properties or assets, tangible or intangible;
- (r) except in the Ordinary Course of Business, (i) grant of any bonuses, whether monetary or otherwise, or increase in any wages, salary, severance, pension or other compensation or benefits in respect of its current or former Employees, officers, directors, Independent Contractors or consultants, other than as provided for in any written employment agreements (as opposed to a general policy, written or otherwise) or as required by applicable Laws, (ii) change in the terms of employment for any Employee or any termination of any Employee for which the aggregate costs and expenses exceed \$10,000, or (iii) action to accelerate the vesting or payment of any compensation or benefit for any current or former Employee, officer, director, Independent Contractor or consultant;
- (s) except in the Ordinary Course of Business, adoption, modification or termination of any: (i) employment, severance, retention or other agreement with any current or former employee, officer, director, independent contractor or consultant, (ii) Benefit Plan or (iii) collective bargaining or other agreement with a union, in each case whether written or oral;
- (t) any loan to (or forgiveness of any loan to), or entry into any other transaction with, its Shareholder or any of its current or former directors, officers and Employees;

- (u) entry into a new line of business or abandonment or discontinuance of existing lines of business;
- (v) adoption of any plan of merger, consolidation, reorganization, liquidation or dissolution or filing of a petition in bankruptcy under any provisions of federal or state bankruptcy Law or consent to the filing of any bankruptcy petition against it under any similar Law;
- (w) purchase, lease or other acquisition of the right to own, use or lease any property or assets for an amount in excess of \$10,000, individually (in the case of a lease, per annum) or \$50,000 in the aggregate (in the case of a lease, for the entire term of the lease, not including any option term), except for purchases of inventory or supplies or other recurring expenditures in the Ordinary Course of Business;
- (x) acquisition by merger or consolidation with, or by purchase of a substantial portion of the assets or stock of, or by any other manner, any business or any Person or any division thereof;
- (y) action by the Company to make, change or rescind any Tax election, amend any Tax Return or take any position on any Tax Return, take any action, omit to take any action or enter into any other transaction that would have the effect of increasing the Tax Liability or reducing any Tax asset of Buyer in respect of any post-Closing Tax period; or
- (z) any Contract to do any of the foregoing, or any action or omission that would result in any of the foregoing.

**SECTION 3.17. Tax Matters.**

- (a) None of the Acquired Assets is tax-exempt use property within the meaning of Section 168(h) of the Code. None of the Acquired Assets is property that is required to be treated as owned by any other person pursuant to Section 168(f)(8) of the Internal Revenue Code of 1954, as amended, as in effect immediately prior to the enactment of the Tax Reform Act of 1986, or is “tax-exempt use property” within the meaning of Section 168(h) of the Code.
- (b) Schedule 3.17 contains a complete list of income and other Tax Returns filed by the Company or the Shareholder that have been audited by the Internal Revenue Service, or other appropriate Governmental Entity during the preceding five (5) years. Schedule 3.17 also contains a complete list of all adjustments resulting from each of these audits. No tax audit is threatened or in progress or to the Knowledge of the Shareholder, impending. All deficiencies proposed as a result of these examinations or audits have been paid or finally settled. Any material adjustments resulting from any settlement of any proposed deficiency are reflected in the Balance Sheet. There are no grounds for any further Tax Liability with respect to the years that have not been examined or audited. There is no outstanding agreement or waiver made by or on behalf of the Company for the extension of time for any applicable statute of limitations, and the Company has not requested any extension of time in which to file any Tax Return.
- (c) Except for statutory Liens for Taxes that are not yet due, there is no Tax Lien, whether imposed by any federal, state, local or foreign taxing authority, outstanding against any of the assets or properties of the Company.

- (d) The Seller is not foreign person within the meaning of Section 1445(f)(3) of the Code.

**SECTION 3.18. Absence of Undisclosed Liabilities.**

The Company does not have any Indebtedness or Liability, other than (a) Liabilities reflected on the Projected Closing Date Balance Sheet or on the Closing Date Balance Sheet, (b) Liabilities incurred in the Ordinary Course of Business subsequent to the Balance Sheet, (c) Liabilities under executory Contracts (excluding Liabilities for breach of such Contract), and (d) Liabilities, fixed or contingent, that are expressly disclosed on Schedule 3.18.

**SECTION 3.19. Insurance.**

Schedule 3.19 contains a complete list and description of all policies of insurance, together with the currently payable premiums, providing for professional liability and all other forms of insurance coverage for the Company. All insurance policies of the Company are in full force and effect at the Closing Date, and except as disclosed on Schedule 3.19, the Closing of the Transactions will not cause a cancellation or reduction in the coverage of these policies. Except as described on Schedule 3.19, there is no Claim, action, suit or proceeding arising out of, under or based upon any of the insurance policies. The Company has not received notice of any pending or threatened termination or premium increase with respect to any of such policies, and the Company is in compliance with all conditions contained in the policies.

**SECTION 3.20. Permits.**

The Company and the Employees have all franchises, licenses, permits, certificates and other authorizations from Governmental Entities, that are necessary for the conduct of its Business and which, if not obtained, could, individually or in the aggregate, have a Material Adverse Effect (each a “Permit”). Schedule 3.20 contains a list of all Permits. The Shareholder does not have Knowledge of any fact, error or omission relevant to any Permit that would permit the revocation or withdrawal, or the threatened revocation or withdrawal, of any Permit. The Closing of the Transactions will not cause the Company to lose the continued use, benefits or rights granted by the Permits.

**SECTION 3.21. Transactions with Related Parties.**

- (a) Except as described on Schedule 3.21, there are no outstanding notes payable to, accounts receivable from or advances by the Company, and the Company is not otherwise a creditor of the Shareholder (other than an obligation to reimburse business expenses incurred by the Shareholder in the Ordinary Course of Business) or any relative or Affiliate of the Shareholder. Except for obligations to reimburse business expenses incurred by the Shareholder in the Ordinary Course of Business, since December 31, 2021, the Company has not incurred any Liability to, or become a creditor of the Shareholder or any relative or Affiliate of the Shareholder.
- (b) The Company has not purchased or leased real property from the Shareholder, including any other instruments granting such leasehold interests, or involving rights, options or other interests.

**SECTION 3.22. Bank Accounts.**

Schedule 3.22 contains an accurate and complete list of all:

- (a) the names and addresses of each bank in which the Company has an account;

- (b) the account numbers; and
- (c) the authorized signatories and amounts for which the signatories are authorized.

**SECTION 3.23. Brokerage.**

Except as set forth on Schedule 3.23, none of the Company or the Shareholder nor any Employee or agent or independent contractor of the Company has dealt with or engaged any finder, broker or intermediary in connection with the Transactions or the negotiations looking toward the closing of the Transactions who may be entitled to a fee in connection therewith.

**SECTION 3.24. Intellectual Property; Privacy.**

- (a) Schedule 3.24 sets forth: (i) all unexpired registrations and applications to register trademarks, service marks, and trade names; and all unexpired registrations and applications to register copyrights owned by the Company, including the jurisdictions in which each such intellectual property right has been registered or in which any application for such registration has been filed, and (ii) all current written, and to the Shareholder's Knowledge, oral license, sublicense, franchise and other agreements under which the Company licenses Intellectual Property to third parties or pursuant to which the Company is authorized to use a third party's Intellectual Property, excluding "off the shelf," shrink wrap licenses and cloud services used by the Company in the Ordinary Course of Business. Schedule 3.24 sets forth whether the Company is the sole owner or joint owner or licensee of each item of Intellectual Property identified therein, and any license fees, royalties or similar compensation which are payable or are due in the future from the Company.
- (b) The Company either owns or has adequate rights to use all of the Intellectual Property that is necessary to and currently used for Business as now conducted. The software of the Company is free and clear of Liens granted by the Company, and to the Shareholder's Knowledge, all other Intellectual Property of the Company is free and clear of Liens. The Company has previously furnished or made available to Buyer evidence of either ownership by the Company of or license rights to use the Intellectual Property currently used by the Company for Business as now conducted.
- (c) There are no pending or, to the Shareholder's Knowledge, threatened Claims against the Company alleging that the conduct of its business infringes or misappropriates any Intellectual Property rights of others. The Intellectual Property owned by the Company is not subject to any outstanding injunction, judgment, Order, decree, or ruling. To the Shareholder's Knowledge, the Company has not engaged in unlawful competition against any third party, and the business of the Company as now conducted does not infringe or misappropriate any third-party Intellectual Property rights.
- (d) To the Knowledge of the Shareholder, (i) no third party is infringing upon or misappropriating any of the Intellectual Property of the Company, and (ii) the Company has not notified any third party that it believes such third party is interfering with, infringing, or misappropriating any of the Company's Intellectual Property or engaging in any act of unfair competition. The Company has not granted a license to any third party to bring an action for the infringement of the Intellectual Property owned by the Company.
- (e) To the actual knowledge of the Shareholder, the software included in the Intellectual Property does not contain any defect that has materially interfered, or is reasonably likely

to materially interfere, with its use in the operation of the business as conducted as of the Closing and the Company is not using any unlicensed copies of any third-party software.

- (f) To the Knowledge of the Shareholder, any third party to which the Company has disclosed or allowed access to the proprietary and confidential Intellectual Property of the Company and such third party has executed a confidentiality and nondisclosure agreement with respect to such Intellectual Property.
- (g) All Company software, to the extent it is licensed from any third-party licensor or constitutes “off-the-shelf” software that is held by the Company is in accordance with applicable license terms and all license fees or other charges due thereunder as of the Closing Date have been paid in full or are included in the Closing Date Balance Sheet to the extent such obligation occurred pre-Closing. All of the Company’s computer hardware has licensed software installed therein and the Company has valid and adequate software licenses for each workstation. To the Knowledge of the Shareholder, no software provider has any basis to bring a Claim against the Company for any matter.
- (h) To the Shareholder’s Knowledge, there has been no unauthorized disclosure of personally identifiable information collected in connection with the Business. The Company (i) has taken commercially reasonable measures, directly or indirectly, to ensure the security of all personally identifiable information collected in connection with the Business (if any) and (ii) has complied in all material respects with applicable data protection, privacy and similar laws in any jurisdiction relating to any personally identifiable information collected in connection with the Business, and with its own policies and procedures related thereto. To the Shareholder’s Knowledge, there have been no unauthorized intrusions or breaches of the security of any of the Company's computer systems used by the Company in connection with the Business.
- (i) The Company has sufficient computers, network access and related Intellectual Property licenses to allow Employees to work from home or remotely without a material impact on the Business.

### **SECTION 3.25. Change in Financial Condition and Assets.**

Except as set forth on schedules to this Agreement, since December 31, 2021, there has been no change which has had or could have a Material Adverse Effect. The Shareholder has no Knowledge of any specific existing or threatened occurrence, specific event or development related to the assets or the Business, properties and condition (financial or otherwise) of the Company, which, as far as can be reasonably foreseen, could have a Material Adverse Effect.

### **SECTION 3.26 Accounts Receivable.**

Set forth on *Schedule 3.26* is a list of Accounts Receivables as of the dates indicated, which list shall be brought current to the Closing Date and delivered to Buyer on or before delivery of the Closing Date Balance Sheet. All Accounts Receivables of the Seller are reflected properly on its books and records, they are valid receivables, are not subject to any setoffs or counterclaims and will be collected in accordance with their terms at their recorded amounts, as adjusted for the passage of time through the Closing Date in accordance with the past custom and practice of the Seller; provided, however, that to the extent this representation is inaccurate, Buyer will have no claim for reach of the representation to the extent any adjustment is accounted for in the Closing Date Balance Sheet. No notes or Accounts Receivables have been collected outside the Ordinary Course of Business and payment has been made in

accordance with the customer's or obligor's normal payment practices.

**SECTION 3.27. Company Relationships.**

Schedule 3.27 sets forth a list of lists each of the top twenty (20) clients of the Company by dollar value of services rendered of Company for the fiscal years ended 2019, 2020 and 2021 and for the nine month period through September 30, 2022 and indicates the revenue generated from such clients. Except as set forth in Schedule 3.27, the Shareholder has no actual knowledge that any of the Company's clients intend to cease doing business with the Company after the Closing Date. Except as set forth on Schedule 3.27, no material partner, subcontractor, supplier, Employee or independent contractor of the business has notified the Company or the Shareholder, either orally or in writing, that he, she or it intends to or is likely to terminate any existing Contract with the Company, whether as a result of the Transactions contemplated by this Agreement or otherwise.

**SECTION 3.28. No Conflict of Interest.**

Except as set forth in Schedule 3.28, the Shareholder does not (i) have or Claims to have any direct or indirect interest in any tangible or intangible property used in a business similar to the Business of the Company other than the other businesses currently conducted by the Company or (ii) have any direct or indirect interest (financial or otherwise) in any other Person which conducts a business similar to the Business of the Company other than passive investment interests.

**SECTION 3.29. Disclosure.**

To the Shareholder's Knowledge, no representations or warranties by the Company or the Shareholder in this Agreement and no statement or information contained in the schedules hereto or any certificate furnished or to be furnished by the Company or the Shareholder to Buyer pursuant to the provisions of this Agreement, contains or will contain any untrue statement of a material fact or omits or will omit to state any fact necessary, in light of the circumstances under which it was made, in order to make the statements herein or therein not misleading.

**SECTION 3.30. Anticorruption and Trade Laws.**

- (a) The Company and each Shareholder, director, officer and Employee of the Company are in compliance with all applicable laws, including the United States Foreign Corrupt Practices Act, 15 U.S.C. §§ 78dd-1 *et seq.*, ("FCPA") and similar anti-corruption laws of other jurisdictions (collectively the "**Anticorruption Laws**").
- (b) Notwithstanding the generality of the foregoing, neither the Shareholder nor the Company, nor to the Shareholder's Knowledge any Employees, former Employees, directors, consultants, representatives or other person acting for or on behalf of the Company (together, the "**Company Representatives**"), has directly or indirectly:
  - i. during the past five (5) years, offered, paid or promised to pay, or authorized the payment of any monies, thing of value, or any contribution including, but not limited to, (i) a gift, bribe, rebate, payoff, influence payment, kickback, or other payment to any Person, private or public (whether an official, officer, agent, employee, or representative of any governmental or regulatory body or of any existing or prospective government or private customer; any political party or official thereof; any candidate for political or political party office or any other individual or entity while knowing or having reason to believe that all or any portion of such money or thing of value would be offered,

given, or promised, directly or indirectly, to any such official, officer, agent, employee, representative, political party, political party official, candidate, individual, or any other entity affiliated with such customer, political party or official or political office), regardless of form, whether in money, property, or services or (ii) charitable contribution to a charity on which a Government Official or employee of a client, or an immediate family member of the thereof, sits on the board or (iii) hired, offered to hire or authorized to hire as a full, part-time or intern an immediate family member of a Government Official or employee of a client; (w) to obtain favorable treatment in securing business, (x) to pay for favorable treatment for business secured, (y) to obtain special concessions or for special concessions already obtained, for or in respect of Company, or (z) in violation of any Laws;

ii. during the past five (5) years, offered, paid, promised to pay or authorized the payment of anything of value, including but not limited to cash, checks, wire transfers, tangible and intangible gifts, charitable contribution to a charity on which a Government Official or employee of a client, or an immediate family member of the thereof, sits on the board, of material value (more than \$100.00), or favors or services (with a value more than \$100.00);

iii. established or maintained any fund or asset that has not been recorded in the books and records of the Company.

- (c) Neither the Shareholder nor Company Representatives is a Government Official or is affiliated with any Government Official.
- (d) The Company has complied with all U.S. economic and trade sanctions Laws including those administered by the U.S. Department of the Treasury's Office of Foreign Assets Control U.S. anti-boycott Laws administered by the U.S. Department of Commerce and the U.S. Internal Revenue Service, and all other relevant U.S. Laws relating to anti-money laundering obligations, U.S. economic sanctions restrictions and specially designated and blocked persons (collectively, "**Economic and Trade Laws**").
- (e) No proceeding by or before any Governmental Entity involving the Company or the Company Representatives, with respect to any of the Anticorruption Laws or Economic and Trade Laws is pending or, to the Shareholder's Knowledge, is in process or been threatened. Neither the Company nor any of its employees or Shareholder or its directors or Company Representatives are under investigation by a Governmental Entity for alleged violations of any of the Anticorruption Laws or Economic and Trade Laws. No material civil or criminal penalties have ever been imposed on the Company or the Shareholder with respect to violations of any of the Anticorruption Laws or Economic and Trade Laws, nor have any disclosures been submitted to the U.S. Government or any other Governmental Entity by the Company with respect to violations of any Anticorruption Laws or Economic and Trade Laws. There are no internal investigations being conducted by the Company with respect to any potential violations of any Anticorruption Laws or Economic and Trade Laws or any allegations by employees or others of any such violations.
- (f) Schedule 3.30(f) sets out a list of all political campaigns to which the Company or the Shareholder has contributed amounts exceeding \$1,000 in the aggregate in the three (3) years prior to the Closing Date, and the amounts of such contributions to each such campaign.

**SECTION 3.31. Backlog; Pipeline; Utilization.**

- (a) *Schedule 3.31(a)* sets forth an accurate and complete list of the backlog of significant projects of the Company as of the date indicated thereon, including for each project, the total contract value, the amount billed to date on such project, the remaining billings for such project, and the percentage of work which has been completed on such project. To the extent backlog contains any non-fixed fee Contracts, the amounts listed are good faith estimates.
- (b) *Schedule 3.31(b)* sets forth the Shareholder's good faith determination of the aggregate dollar amount of the pipeline of prospective customer and client orders and engagements of the Company as of the respective dates therein with respect to the Business following the Closing Date; provided, however, that neither Seller nor Shareholder guarantees that any such potential work will be converted into Contracts.
- (c) *Schedule 3.31(c)* sets forth the Company's good faith determination of utilization rate analysis of the Company as of the date set forth on such analysis.

**SECTION 3.32. PPP Loan.**

*Schedule 3.32* sets forth all loans received by the Company under the Paycheck Protection Program of the CARES Act (the "PPP Loan") as of the Closing Date. The Company has provided Buyer with copies of all loan documents in connection with the PPP Loan and all calculations supporting the loan amount and any forgiveness request, which were true, complete and accurate in all material respects at the time made. All certifications made by the Company in connection with the PPP Loan in effect at the time the application was submitted were made in accordance with United States Small Business Administration rules and guidance and were true, complete and accurate in all material respects at the time made. As of the Closing, the PPP Loan has been forgiven.

**ARTICLE FOUR  
REPRESENTATIONS AND WARRANTIES OF BUYER**

Buyer hereby does represent and warrant to the Seller and Shareholder as follows:

**SECTION 4.1. Organization; Authority.**

Buyer is duly incorporated and validly existing and in good standing under the laws of the State of New York. Buyer has all requisite corporate power and authority to execute and deliver this Agreement, to perform its obligations under this Agreement and to consummate the Transactions. This Agreement has been duly authorized, executed and delivered by Buyer, constitutes the valid and binding agreement of Buyer and is enforceable against Buyer in accordance with its terms.

**SECTION 4.2. Conflicting Instruments; Consents.**

The execution and delivery by Buyer of this Agreement do not, and the consummation of the Transactions will not, violate any provision of the certificate of incorporation or the by-laws (or the equivalent thereof) of Buyer, or conflict with or result in a breach of, or create an event of default (or event that, with the giving of notice or lapse of time or both, would constitute an event of default) under any

agreement, mortgage, license, lease, indenture, instrument, Order, arbitration award, judgment or decree to which Buyer is a party.

**SECTION 4.3. Litigation.**

There is no action, suit, Claim, proceeding, inquiry or investigation pending or, to the Knowledge of Buyer, threatened, at law or in equity, or before or by any arbitrator or any federal, state, local or other Governmental Entity relating to the Transactions.

**SECTION 4.4 Regulatory and Other Approvals.**

There is no consent, approval, authorization, notice, filing, exemption or other requirement which must, pursuant to any applicable Law, be obtained in order that (a) the execution or delivery by Buyer of this Agreement and any of the other related documents or (b) the consummation of the Transactions will not violate any applicable Law or the terms of any such contract of Buyer.

**SECTION 4.5. No Broker.**

No broker, finder, agent or similar intermediary has acted for or on behalf of Buyer in connection with this Agreement or the Transactions, and no broker, finder, agent or similar intermediary is entitled to any broker's, finder's, or similar fee or other commission in connection therewith based on any agreement, arrangement or understanding with Buyer or any action taken by Buyer.

**SECTION 4.6. Financial Statements.**

Buyer has delivered to the Shareholder the following financial statements: (i) the audited consolidated balance sheets of the Buyer, and each of its subsidiaries, as of December 31, 2020 and December 31, 2021 and the related audited consolidated statements of operations and cash flows of the Buyer and each of its subsidiaries for the fiscal years ended on such date, together with all related notes and schedules thereto and (ii) the unaudited consolidated balance sheet of the Buyer and its subsidiaries as of July 31, 2022 (collectively, the "**Buyer Financial Statements**"). The Buyer Financial Statements: (i) have been prepared in accordance with GAAP, consistently applied, and (ii) present fairly the financial condition of the Buyer and its subsidiaries as at the date of such Financial Statements and the results of its operations for the period then ended. There have been no material adverse changes to the Buyer's financial position since December 31, 2021.

**SECTION 4.7. FR Vision Organization, Authority, Binding Effect.**

FR Vision is duly incorporated and validly existing and in good standing under the laws of the State of Delaware. FR Vision has all requisite corporate power and authority to execute and deliver this Agreement, to perform its obligations under this Agreement and to consummate the Transactions required by it. This Agreement has been duly authorized, executed and delivered by FR Vision, constitutes the valid and binding agreement of FR Vision and is enforceable against FR Vision in accordance with its terms.

**SECTION 4.8. Issuance of Shares.**

As of the time of Closing, all action required to be taken by FR Vision as a condition to the issuance of the Equity Portion of the Purchase Price will have been taken and upon issuance such shares will represent fully paid and validly issued shares of FR Vision. At the Closing, the Shareholder will receive good and valid title to all of the shares of FR Vision issued at Closing to him, free and clear of any and all Liens (other than Liens created by the FR Vision Shareholders' Agreement, any applicable subscription

agreement or restrictions imposed under applicable federal and/or state securities laws). As of the date hereof, FR Vision's common stock was valued at [REDACTED] per share for purposes of Code Section 409A. Schedule 4.8 hereto sets forth a summary description of the ownership of FR Vision.

**ARTICLE FIVE  
DELIVERIES BY COMPANY AND SHAREHOLDER**

**SECTION 5.1. Seller and Shareholder Deliveries.**

At the Closing, the Seller and Shareholder will cause to be delivered the following documents to Buyer:

- (a) each of the Related Agreements;
- (b) a copy of the resolutions of the governing body of the Seller authorizing the execution and delivery of this Agreement and each of the other Related Agreements to which the Seller is a party and the performance of the Transactions and thereby, certified by the secretary or another appropriate officer of the Seller;
- (c) executed copies of all consents, waivers, approvals and authorizations listed in Schedule 5.1 to be obtained by the Shareholder or the Company in connection with the closing of the Transactions;
- (d) any required consent under the Real Property Lease;
- (e) termination statements and instruments of release, in form and substance satisfactory to counsel for Buyer, releasing and discharging all indebtedness and Liens against the Acquired Assets or otherwise providing for the release and discharge of such items upon such terms and conditions as are acceptable to Buyer;
- (f) certificates of good standing of Seller duly certified by the proper officials of the State of Florida and all other states where Seller is qualified to conduct business;
- (g) a Certificate of Compliance from the Florida Department of Revenue;
- (h) evidence of the Tail Policy, which shall be paid by Seller in full and bound immediately upon completion of the assignment of all professional service Contracts to Buyer, which policy shall name the Buyer as a named insured;
- (i) an executed Master Signature Page to the FR Vision Shareholders' Agreement and Subscription Agreement from the Shareholder;
- (j) if Seller or the Shareholder so desires, an executed Section 83(b) election to be filed with the Internal Revenue Service, as provided in the Subscription Agreement;
- (k) Subscription Agreement Investor Questionnaire, as provided in the Subscription Agreement;
- (l) Spousal Consent, as required pursuant to the Subscription Agreement; and
- (m) such other documents relating to the Company as Buyer may reasonably request.

**SECTION 5.2. Professional Liability Insurance.**

The Seller shall obtain extended reporting period professional liability insurance coverage under its current professional liability insurance policy (“**Tail Policy**”), with coverage limits no less than and deductible no more than, the amounts under the current policy of the Company covering the Company for at least three (3) years for claims made after the Closing which relate to the period prior to the Closing (“**Professional Liability Claims**”). The Tail Policy shall include Buyer as a named insured. For a period of three (3) years from the Closing Date, in connection with Professional Liability Claims, the Seller and Shareholder shall be solely responsible, jointly and severally, for the payment of the deductible under the Tail Policy for each Professional Liability Claim covered by such professional liability insurance coverage that is related to services performed prior to the Closing. The Tail Policy shall be paid and bound immediately upon completion of the assignment of all professional service Contracts to Buyer and termination of the Management and Services Agreement. One half of the Tail Policy premium shall be deducted from the Cash Portion of the Purchase Price at Closing and Buyer shall remit payment of the full premium to bind the Tail Policy immediately upon completion of assignment of all Contracts to Buyer and termination of the Management and Services Agreement.

**ARTICLE SIX  
DELIVERIES BY BUYER**

**SECTION 6.1. Certain Documents.**

At the Closing, Buyer will pay the Cash Portion of the Purchase Price to the Company and furnish the Company with the following documents:

- (a) executed Promissory Note;
- (b) each of the Related Agreements, executed by Buyer;
- (c) intentionally omitted;
- (d) corporate records reflecting the shares of FR Vision common stock issued to the Shareholder;
- (e) certified resolutions evidencing approval of the Agreement and each of the Related Agreements by the directors of Buyer and certified FR Vision resolutions evidencing the approval of the issuance of the Equity Portion of the Purchase Price; and
- (f) such other documents relating to Buyer or the Transaction as the Company and Shareholder may reasonably request.

**SECTION 6.2. Board of Directors Approval.**

The Board of Directors of Buyer and FR Vision shall have approved, as applicable, the Transactions and this Agreement and all related documents, actions and deliveries in connection therewith.

**ARTICLE SEVEN  
POST-CLOSING MATTERS**

**SECTION 7.1. Collection of Accounts Receivable.**

For a period of one hundred eighty (180) days after the Closing, Buyer shall use commercially reasonable efforts (other than filing litigation or engaging a collection agency) to collect payment on the Accounts Receivable of the Company delivered at Closing.

**SECTION 7.2. Restrictive Covenants.**

As the Shareholder of the Company, the Shareholder will receive significant consideration from the sale of the Business of the Company in the Transaction, which includes the sale of the Acquired Assets of the Company and all good will associated therewith. Buyer requires and the Shareholder agrees, as a condition to the Transactions and in consideration of the Purchase Price paid to the Seller and Shareholder by Buyer, to be bound by certain restrictive covenants, as set forth below. The Shareholder acknowledges that the restrictive covenants made herein shall constitute a noncompetition agreement made in connection with the sale of a business entity of which the Shareholder is the owner of all interest in the Company, who will receive significant consideration or benefit from the sale of such business entity.

- (a) For a period of [REDACTED] from the Closing Date, the Seller and the Shareholder shall not directly or indirectly by assisting others (whether as principal, Shareholder, partner, or investor) and whether on its/his own account or in any capacity on behalf of any person, firm, corporation or organization other than Buyer or its Affiliates, invest in, own, manage, operate, finance, control or participate in the ownership, management, operation, financing or control of, any Business, within the Territory defined below, in competition to the business of Buyer, the Company and any Affiliate of Buyer as of the date of such action; *provided, however*, that the Shareholder may own less than 1% of the outstanding shares of any class of securities of any enterprise that is or could reasonably be deemed a competitor hereunder (but without otherwise participating in the activities of such enterprise) if such securities are listed on any national securities exchange or market system or have been registered under Section 12(g) of the Securities Exchange Act of 1934, as amended. For purposes of this Section 7.2(a) the “**Territory**” is defined as (i) within the state of Florida, south of Martin County and Okeechobee County; and (ii) within 100 miles of every other metropolitan statistical area in which the Company conducted business at the time of, or during the twenty-four (24) month period immediately prior to, the Closing Date.
- (b) For a period of [REDACTED] from the Closing Date, the Seller and the Shareholder shall not directly or indirectly (whether as a shareholder, employee, agent or otherwise) and whether on its/his own account or in any capacity on behalf of any person, firm, corporation or organization other than Buyer or a Buyer Affiliate:
  - (i) solicit or hire any of the directors, shareholders, partners or other persons who were employed by the Company within the twelve (12)-month period prior to the Closing or solicit, encourage or induce such persons to reduce or leave their employment with the Buyer, Buyer’s subsidiaries or an Affiliate of Buyer; or
  - (ii) approach for Business purposes or seek or solicit Business from any Client or Active Prospect, refer Business from any Client or Active Prospect to any enterprise or business other than Buyer or a Buyer Affiliate or be paid commissions

based on Business sales received from any Client or Active Prospect by any enterprise or business other than Buyer or a Buyer Affiliate.

- (c) The Shareholder shall not induce, facilitate, encourage, procure or authorize any other person, firm, corporation or organization to do or procure to be done anything which if done by him would be a breach of any of the provisions of Section 7.2(a) or 7.2(b).
- (d) Sections 7.2(a), 7.2(b) and 7.2(c) shall be deemed to comprise three (3) separate undertakings by the Shareholder and each of such undertakings shall be enforceable by Buyer separately and independently.
- (e) Each provision and part of this Section 7.2 is severable from every other provision and part. If any provision of this Section 7.2 or any part of it is held to be void or unenforceable that provision or part shall be modified to be enforceable to the extent of applicable Law, and shall be enforced as so modified, or if not capable of modification shall be deleted from this Agreement, and the remaining provisions or parts shall not be affected by such modification or deletion and will continue in full force and effect.

### **SECTION 7.3. Employee Benefits Post-Closing.**

With respect to any employee benefit plan, program or policy maintained by Buyer (collectively, “**Buyer Benefit Programs**”) in which any Employee may participate at or following Closing as an employee covered under the Buyer Benefit Programs, Buyer shall recognize (i) all accrued and unused PTO of each Employee as detailed on Schedule 7.3 and (ii) all service of the Employees with the Company as if such service were with Buyer, for vesting and eligibility purposes in any Buyer Benefit Program in which any such Employees may be eligible to participate at or after the Closing; provided that such recognition of service is allowable under and does not conflict with any Buyer Benefit Programs, and provided further that such service shall not be recognized to the extent that (x) such recognition would result in a duplication of benefits or (y) such service cannot be recognized under the corresponding Buyer Benefit Program. Nothing contained in this Section 7.3, express or implied, shall be construed to establish, amend or modify any benefit plan, program, policy, agreement or arrangement.

### **SECTION 7.4. Mail.**

Seller hereby irrevocably authorizes Buyer after the Closing to receive and open all mail and other communications received by Buyer and addressed or directed to Seller and, to the extent relating to the Business, the Acquired Assets or the Assumed Liabilities, to act with respect to such communications in such manner consistent with this Agreement, as Buyer may elect. If any such communication does not relate to the Business, the Acquired Assets or the Assumed Liabilities, Buyer will forward such communication to Seller. Seller will, and the Shareholder will cause Seller to, promptly deliver to Buyer the original of any mail or other communication received by Seller after the Closing that relates to the Business, the Acquired Asset or the Assumed Liabilities.

### **SECTION 7.5. Seller Use of Name.**

Buyer shall grant to Seller at Closing a non-exclusive, fully paid license to use the name “Eckler Engineering, Inc.” for the purposes of winding down Seller’s operations and taking any action contemplated by this Agreement, including the Management and Services Agreement, all pursuant to the terms and conditions of the licensing agreement in substantially the form attached hereto as Exhibit 7.5 (the “**Seller Name License**”).

## ARTICLE EIGHT INDEMNIFICATION

### SECTION 8.1. Indemnification.

Subject to the limitations described in Section 8.3, the Seller and the Shareholder, jointly and severally (collectively, the “**Indemnifying Parties**”), will indemnify and hold harmless the Buyer and its Affiliates (collectively, the “**Indemnified Parties**”) with respect to any and all Claims, actions, causes of action, arbitrations, proceedings, losses, damages, liabilities and expenses, including, settlement costs, legal fees at such lawyers’ customary hourly rates and any other expenses of investigating or defending any actions or threatened actions, (collectively, “**Losses**”), incurred by the Indemnified Parties in connection with each and all of the following:

- (a) any Claims relating to a breach (or allegation of any third party that, if true, would constitute a breach) of any representation or warranty contained in this Agreement of the Company or the Shareholder (“**Representation/Warranty Claims**”);
- (b) any Claims relating to a breach (or allegation of any third party that, if true, would constitute a breach) of any Fundamental Representation contained in this Agreement of the Company or the Shareholder (“**Fundamental Representation Claims**”);
- (c) any Claims relating to a breach of any covenant, agreement or obligation of the Company or Shareholder contained in this Agreement or any other instrument contemplated by this Agreement (“**Covenant Claims**”);
- (d) any Claims arising under Sections 3.17 (“**Tax Claims**”);
- (e) any Claims relating to breach of a representation in Section 3.4 and 3.18 (“**Balance Sheet Claims**”);
- (f) any Claims relating to any act or omission of an affirmative obligation under any Benefit Plans or a breach of a representation in Section 3.12 (“**Benefit Claims**”);
- (g) any Claims relating to an uninsured claim of professional liability related to services performed prior to the Closing (“**Uninsured Professional Liability Claims**”);
- (h) any Claims related to litigation matters disclosed on Schedule 3.14 (“**Litigation Claims**”);
- (i) any Claims related to any amount of unpaid PPP Loan and/or any Losses related to or incurred in connection with the PPP Loan (“**PPP Claims**”);
- (j) any Claims related to a breach of COVID-19 related representations in Sections 3.10(g), and 3.31(c) (“**COVID Claims**”); and
- (k) any Claims related to or by any former shareholder of the Company.

### SECTION 8.2 Indemnification for Fraud and Payment.

The Seller and Shareholder, jointly and severally, shall indemnify the Indemnified Parties from and against all Claims arising out or relating to: (i) Claims based upon a willful, grossly negligent, fraudulent or intentional misrepresentation of the Seller or Shareholder contained in this Agreement or any

other document, list, exhibit or instrument furnished in connection with this Agreement (“**Fraud Claims**”); and (ii) the failure of the Seller or Shareholder to pay the payments pursuant to Section 2.7 or Section 2.9 hereof (“**Payment Claims**”).

### **SECTION 8.3. Limitations.**

- (a) **Time Limitations.** Except as otherwise provided in this paragraph, any and all Claims under this Agreement by the Indemnified Parties must be brought by and will only survive the Closing until the third (3<sup>rd</sup>) anniversary of the Closing Date. Uninsured Professional Liability Claims, Tax Claims, and Benefit Claims may be made until the later of the fourth (4<sup>th</sup>) anniversary of the Closing Date or ninety (90) days after the expiration of the applicable statutes of limitation. Fundamental Representation Claims, Covenant Claims, Litigation Claims, PPP Claims, COVID Claims, Payment Claims and Fraud Claims may be brought indefinitely without regard to any statutes of limitation or repose.
- (b) **Threshold.** With respect to Claims that solely involve Representation/Warranty Claims, the Indemnified Parties will not be permitted to enforce any Claims until the aggregate Losses for all such Representation/Warranty Claims exceeds ██████████ (the “**Threshold Amount**”), and then the Indemnified Parties will be entitled to recover for amounts in excess of the Threshold Amount up to the applicable Indemnity Cap. As to any other Claims hereunder by Buyer (including, without limitation, any Fundamental Representation Claims, Covenant Claims, Litigation Claims, PPP Claims, COVID Claims, Payment Claims and Fraud Claims), there shall be no Threshold Amount.
- (c) **Maximum Indemnification.** Other than for Fundamental Representation Claims, Covenant Claims, Litigation Claims, PPP Claims, COVID Claims, Payment Claims and Fraud Claims, in no event will the Indemnifying Party be required to make indemnification payments with respect to Claims pursuant to this Article Eight in excess of the amount of ██████████ (the “**Indemnity Cap**”). As to Fundamental Representation Claims, Covenant Claims, Litigation Claims, PPP Claims, COVID Claims, Payment Claims and Fraud Claims, there shall be no Indemnity Cap.
- (d) **Limitations on Claims of Indemnification.** Except for Claims by third parties, no Claim for indemnification will be made for consequential, punitive or incidental damages. The amount of the indemnity Claim shall not be reduced or offset by the amount of any such insurance coverage; provided, however, (i) that if an indemnity payment is made by the Seller and insurance procured by Seller ultimately pays a Claim to Buyer or its Affiliates, Seller will be promptly reimbursed in an amount equal to the insurance recovery, less the amount of the deductible if the Claim is with respect to Professional Liability Claims; and (ii) each party hereto agrees to timely report any Claim to the applicable insurance carrier whose coverage could apply.
- (e) Intentionally omitted.
- (f) **Construction of Material Adverse Effect Qualifiers.** For purposes of determining the amount of liability arising from an indemnification Claim (but not for purposes of first determining if there was a breach), the representations and warranties shall be read to exclude the qualification of “Material Adverse Effect” and all materiality qualifiers shall be disregarded in making the determination.

#### **SECTION 8.4. Claims.**

Whenever any Claim arises for indemnification, the Indemnified Parties will notify Seller of the Claim and the facts constituting the basis for such Claim and the amount or estimate of the amount of the Liability arising from such Claim. Any Claim for indemnification shall survive the applicable termination date set forth herein if any party, prior to the termination date, advises Seller in writing of facts that constitute or give rise to an alleged Claim for indemnification, specifying in reasonable detail the basis for such Claim.

#### **SECTION 8.5. Third Party Claims.**

- (a) In connection with any Claim giving rise to indemnity under Article Eight of this Agreement resulting from or arising out of any Claim or legal proceeding by a Person other than the Indemnified Parties, the Indemnifying Parties at their sole cost and expense may assume the defense of any such Claim or legal proceeding with counsel that is reasonably satisfactory to the Indemnified Parties so long as (i) the Indemnifying Parties notify the Indemnified Parties within twenty (20) days after the Indemnified Party has delivered a written notice of the Claim to the Indemnifying Party that the Indemnifying Party is assuming the defense against (or settlement of) and will indemnify the Indemnified Party against such Claim in its name or, if necessary, in the name of the Indemnified Party in accordance with the terms and limitations of this Agreement, (ii) the Indemnifying Party does not dispute the Indemnified Party's right of indemnification and provides a written acknowledgement thereof, (iii) the Claim involves solely money damages and no injunctive or other equitable relief is being sought, (iv) the Indemnifying Party conducts the defense of the Indemnifiable Claim actively and diligently, (v) the Indemnifying Party keeps the Indemnified Party apprised of all material developments, including settlement offers, with respect to the Claim and permits the Indemnified Party to participate, at its sole cost and expense, in the defense of the Claim, (vi) defense of the Claim could not reasonably be expected to harm the Buyer's continuing business interests, reputation or business relationships, and (vii) if the Indemnifying Party and Indemnified Party are named parties in the Claim, the Indemnified Party has determined in good faith after consultation with counsel that there would be no conflict of interest or other inappropriate matter associated with joint representation.
- (b) Neither Seller nor the Shareholder will consent to a settlement of, or the entry of any judgment arising from, any such Claim or legal proceeding, without the prior written consent of Buyer, unless (i) the Seller and Shareholder admits in writing their liability to hold the Indemnified Parties harmless from and against any Losses arising out of such settlement; (ii) the Claim involves solely money damages and no injunctive or other equitable relief is being sought; (iii) it would not result in (A) the imposition of a consent Order, injunction or decree that would restrict the future activity or conduct of the Indemnified Party, or (B) a finding or admission of a violation of applicable Law by the Indemnified Parties. If those requirements are satisfied, settlement or an entry of judgment can be made. The Indemnified Parties will be entitled to participate in (but not control) the defense of any such action, with their own counsel and at their own expense and will be entitled to any and all information or documentation relating to the Claim.
- (c) If the Indemnifying Parties do not assume the defense of any Claim or litigation resulting therefrom in accordance with these terms, the Indemnified Parties may defend against the Claim or litigation in such reasonable manner as they may deem appropriate, including, settling such Claim or litigation, after giving notice of the same to the Indemnifying Parties

on terms which the Indemnified Parties may deem appropriate. The Indemnifying Parties will be entitled to participate in the defense of any such action by the Indemnified Parties, which participation will be limited to contributing information to the defense and being advised of its status.

- (d) If any condition in Section 8.5 above is or becomes clearly unsatisfied, (i) the Indemnified Party may defend against the Claim in any manner it may deem appropriate, (ii) the Indemnifying Party will reimburse the Indemnified Party promptly and periodically (but no less often than monthly) for the reasonable costs of defending against the Indemnifiable Claim, including attorneys' fees and expenses, and (iii) the Indemnifying Party will remain responsible for any Losses the Indemnified Party may incur relating to or arising out of the Claim to the fullest extent provided in this Article Eight.

#### **SECTION 8.6. Notice.**

The Indemnified Parties agree that in the event of any occurrence which may give rise to a Claim by the Indemnified Parties against the Indemnifying Parties, the Indemnified Parties will give notice of the Claim to the Seller and Shareholder; provided, however, that failure of the Indemnified Parties to give timely notice as provided in this Section will not be a defense to the liability of the Indemnifying Parties for such Claim in accordance with the terms of this Agreement, but the Indemnifying Parties may offset against any indemnification amount owing to the Indemnified Parties the amount of actual damages suffered by the Indemnifying Parties from the Indemnified Parties' failure to give such timely notice.

#### **SECTION 8.7. Manner of Indemnification.**

- (a) Within thirty (30) days of receiving notice pursuant to Section 8.6, the Indemnifying Parties must (i) proceed under Section 8.5(a) or (ii) advise the Indemnified Parties in writing of any disputes regarding the indemnification Claim (a "**Indemnification Claim Contest Notice**"). The Indemnification Claim Contest Notice shall specify in detail the reason for the contest along with the amount contested.
- (b) If the Indemnifying Parties do not either proceed under Section 8.5(a) to defend the Claim or provide an Indemnification Claim Contest Notice within the thirty (30) day period, then Buyer shall have the right to offset the uncontested amount due to it against the Promissory Note and if that is insufficient, against the Equity Portion of the Purchase Price and to the extent the Equity Portion of the Purchase Price may not be adequate to cover a Claim, seek payment from the Seller and Shareholder, jointly and severally.
- (c) Buyer shall reserve amounts that are the subject of a contest by the Seller by placing such amount in escrow with a reputable third-party bank or escrow company that is mutually agreeable (the "**Contest Amount**"). No portion of the Contest Amount shall be released from escrow unless and until the dispute regarding such amount is finally resolved. The parties shall first meet in good faith to resolve any dispute regarding a contested indemnity Claim and the reserve associated therewith. If the parties cannot resolve the indemnity Claim or cannot agree on the amount to be reserved in connection with such Claim, then the parties shall submit the dispute to mediation in the manner set forth in Section 10.4 hereof.

**SECTION 8.8. Exclusive Remedy.**

Except for Fraud Claims, Claims requesting injunction or equitable relief, and Claims arising under the Restrictive Covenants in Section 7.2, the rights of the Indemnified Parties under this Article Eight shall be the sole and exclusive remedy of the Indemnified Parties against the Indemnifying Parties for any matter relating to the negotiation, execution or performance of this Agreement, or any of the documents, agreements or instruments delivered pursuant hereto, including but not limited to any Claims for breach of any covenant, representation or warranty made by the Shareholder or the Company.

**SECTION 8.9. Mitigation of Claims.**

Buyer hereby agrees that, with respect to any Losses or Claim for indemnification, it shall in good faith use its commercially reasonable efforts to mitigate or minimize such Losses or Claim for indemnification and shall cooperate with the Seller's efforts to minimize any such Claims. Buyer agrees that it will retain all relevant records, working papers and other supporting records and documents relating to any Claim under this Article Eight. The Shareholder shall be allowed access to Buyer's properties and records at all reasonable times in order to investigate or remedy such matters and shall have reasonable access to Buyer's employees in the event of a third-party Claim against Buyer for which indemnity is sought. The Indemnified Parties shall be entitled to only one recovery of Losses indemnified hereunder, and there shall be no indemnification obligations pursuant to this Article Eight for Losses to the extent such Losses are or have been reflected in or taken account of in the determination of the Purchase Price. In the case of Professional Liability Claims only, the Seller and Shareholder shall pay the deductible on the Prior Acts Insurance Tail Policy when incurred but Buyer shall seek recovery first from the Prior Acts Insurance Tail Policy before seeking indemnification from the Seller and Shareholder.

**ARTICLE NINE  
INDEMNIFICATION BY BUYER**

**SECTION 9.1. Indemnification.**

Subject to the limitations elsewhere in this Article Nine, Buyer will indemnify and hold harmless the Seller and the Shareholder with respect to any and all Losses incurred by the Seller or Shareholder in connection with each and all of the following:

- (a) any breach (or allegation of any third party that, if true, would constitute a breach) of any representation or warranty contained in this Agreement of Buyer, or in any instrument delivered at the Closing by Buyer;
- (b) the breach of any covenant, agreement or obligation of Buyer contained in this Agreement or any other instrument contemplated by this Agreement; and
- (c) any Assumed Liabilities or liabilities shown on the Closing Date Balance Sheet; and
- (d) any Claim with respect to the Retention Recipient Taxes.

**SECTION 9.2. Limitations.**

- (a) Time Limitations. Except for Claims made for breaches of the representations and warranties set forth in Sections 4.1, 4.5, 4.7 and 4.8 which may be made at any time ("**Buyer Fundamental Claims**"), all Claims under Sections 9.1(a) and 9.1(b) of this Agreement must be made by the third (3<sup>rd</sup>) anniversary of the Closing Date, and Claims

under other provisions of Section 9.1 must be made within the applicable statutes of limitations or repose.

- (b) Threshold. The Seller will not be permitted to enforce any Claim under Section 9.1(a) until the aggregate of all such Claims exceeds ██████████, and then the Seller will be entitled to recover for amounts in excess thereof; provided, however, that Buyer Fundamental Claims shall not be subject to the threshold in this Section 9.2(b).
- (c) Limitations on Claims of Indemnification. No Claim for indemnification will be made for consequential, punitive or incidental damages, except for Claims made by third parties.

### **SECTION 9.3. Claims.**

Whenever any Claim arises for indemnification, the Seller will notify Buyer of the Claim and, when known, the facts constituting the basis for such Claim and the amount or estimate of the amount of the liability arising from such Claim. Seller and Shareholder do not have actual knowledge of any facts or circumstances that would serve as the basis for a Claim against Buyer under Article Nine as of the date of this Agreement.

### **SECTION 9.4. Notice.**

The Seller agrees that in the event of any occurrence which may give rise to a Claim by the Seller against Buyer, the Seller will give notice of the Claim to Buyer; provided, however, that failure of the Seller to give timely notice as provided in this Section will not be a defense to the Liability of Buyer for such Claim in accordance with the terms of this Agreement, but subject to the compliance with the other provisions of this Agreement, Buyer may offset against any indemnification amount owing to the Seller the amount of actual damages suffered by Buyer from the Seller's failure to give such timely notice.

### **SECTION 9.5 Defense by the Indemnifying Parties.**

- (a) In connection with any Claim giving rise to indemnity under Article Nine of this Agreement resulting from or arising out of any Claim or legal proceeding by a Person other than the Seller, Buyer at its sole cost and expense, may, upon written notice by Buyer to the Seller within twenty (20) calendar days of Buyer's receipt of such Claim, assume the defense of any such Claim or legal proceeding.
- (b) Buyer will not consent to a settlement of, or the entry of any judgment arising from, any such Claim or legal proceeding, without the prior written consent of the Seller (which will not be unreasonably withheld, conditioned or delayed), unless Buyer admits in writing their Liability to hold the Seller harmless from and against any Losses arising out of such settlement. The Seller will be entitled to participate in (but not control) the defense of any such action, with its own counsel and at its own expense and will be entitled to any and all information or documentation relating to the Claim.
- (c) If Buyer does not assume the defense of any Claim or litigation resulting therefrom in accordance with these terms, the Seller may defend against the Claim or litigation in such reasonable manner as it may deem appropriate, including settling such Claim or litigation, after giving notice of the same to Buyer on terms which the Seller may deem appropriate. Buyer will be entitled to participate in the defense of any such action by the Seller, which participation will be limited to contributing information to the defense and being advised of its status.

**SECTION 9.6 Mitigation of Claims.**

The Seller hereby agrees that, with respect to any Losses or Claim for indemnification, it shall in good faith use commercially reasonable efforts to mitigate, minimize and/or otherwise act to lessen such Losses or Claim for indemnification and shall cooperate with Buyer in Buyer's efforts to minimize any such claims, including without limitation, assisting Buyer in connection with Buyer's defense or prosecutions of any third-party Claim. Buyer shall be allowed access to the Seller's properties and records at all reasonable times in order to investigate or remedy such matters. The Seller shall be entitled to only one recovery of Losses indemnified hereunder.

**ARTICLE TEN  
MISCELLANEOUS**

**SECTION 10.1. Expenses.**

The Seller and Buyer will each pay its own expenses in connection with the preparation and performance of this Agreement and the closing of the Transactions, including all fees and expenses of investment bankers, financial advisors, legal counsel, independent accountants and actuaries. The Company shall bear no such expenses not shown on the Closing Date Balance Sheet.

**SECTION 10.2. Governing Law.**

This Agreement will be governed by and construed and enforced in accordance with the internal, substantive laws of the State of Delaware, without giving effect to the conflict of laws rules.

**SECTION 10.3. Notices.**

All notices, consents, requests, instructions, approvals and other communications will be deemed validly given, made or served if in writing and delivered personally or sent by certified mail, postage prepaid, or by overnight courier, or by facsimile or by email:

- (a) if to Buyer, addressed to:

CHA Consulting, Inc.  
III Winners Circle  
Albany, New York 12205  
Attention: Michael A. Platt, Esq. and Nikki C. Dames, Esq.  
Fax: 518-453-2873  
Email: [mplatt@chacompanies.com](mailto:mplatt@chacompanies.com); [ndames@chacompanies.com](mailto:ndames@chacompanies.com)

with a copy (which will not constitute notice) to:

George E. Christodoulo, PC and Trish Farnsworth, Esq.  
Lawson & Weitzen, LLP  
88 Black Falcon Avenue, Suite 345  
Boston, MA 02210  
Fax: (617) 439-3987  
Email: [GChristodoulo@lawson-weitzen.com](mailto:GChristodoulo@lawson-weitzen.com); [tfarnsworth@lawson-weitzen.com](mailto:tfarnsworth@lawson-weitzen.com)

(b) if to Seller or Shareholder:

Eckler Engineering, Inc.  
Douglas K. Hammann, P.E.  
21106 Sweetwater Lane North  
Boca Raton, FL 33428

with a copy (which will not constitute notice) to:

Grayson S. Hale, Esq.  
Morningstar Law Group  
421 Fayetteville Street, Suite 530  
Raleigh, North Carolina 27601  
Telephone: (919) 590-3075  
Fax: (919) 882-8890  
Email: ghale@morningstarlawgroup.com

or such other address as shall be furnished in writing by any party to the others.

**SECTION 10.4. Jurisdiction; Agent for Service.**

In the event of any dispute arising out of any of the Transactions or obligations contemplated by this Agreement, the parties agree to cooperate in good faith to attempt to resolve such dispute through mediation in Coral Springs, Florida during the 30-day period after one party has notified the other party of such dispute, unless the statute of limitations will expire during such period. If the parties cannot agree to a mediator, or if the dispute is not resolved through mediation, then legal proceedings commenced by Buyer or the Seller arising out of any of the Transactions or obligations contemplated by this Agreement will be brought exclusively in the state or federal courts located in Broward County. Buyer and the Seller and Shareholder irrevocably and unconditionally submit to the jurisdiction of such courts and agree to take any and all future action necessary to submit to the jurisdiction of such courts. Buyer, the Seller and the Shareholder irrevocably waive any objection that they now have or may have in the future to the laying of venue of any suit, action or proceeding brought in any such court and further irrevocably waive any Claim that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum. Final judgment against Buyer, the Seller or the Shareholder in any such suit (including any appeals) will be conclusive and may be enforced in other jurisdictions by suit on the judgment, a certified or true copy of which will be conclusive evidence of the fact and the amount of any Indebtedness or Liability of Buyer, the Seller or the Shareholder therein described, or by appropriate proceedings under any applicable treaty or otherwise.

**SECTION 10.5. Entire Agreement.**

This Agreement and the other documents, certificates and agreements contemplated herein represent the entire agreement among the parties and supersedes and cancels any prior oral or written agreement, letter of intent, understanding, representations, warranties or assurances made or alleged to have been made by any party hereto related to the subject matter hereof.

**SECTION 10.6. Binding Effect.**

This Agreement will be binding upon and will inure to the benefit of the parties and their respective successors and assigns, and no other person will acquire or have any right under or by virtue of this Agreement. Notwithstanding anything to the contrary herein, Buyer may collaterally assign its rights (but

not its obligations) under this Agreement to the lenders providing financing to the Buyer without obtaining the consent of any of the other Parties to this Agreement.

**SECTION 10.7. Amendments; Waivers.**

No provision of this Agreement may be terminated, amended, supplemented, waived or modified other than by an instrument in writing signed by the party against whom the enforcement of the termination, amendment, supplement, waiver or modification is sought.

**SECTION 10.8. Counterparts.**

This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original and all of which together will be deemed to be one and the same instrument, and will become effective when one or more counterparts have been signed by each of the parties.

**SECTION 10.9 Severability.**

In the event that any provision, or portion thereof, of this Agreement is held by a court having proper jurisdiction to be unenforceable in any jurisdiction, then such portion or provision will be deemed to be severable as to that jurisdiction (but, to the extent permitted by Law, not elsewhere) and will not affect the remainder of this Agreement, which will continue in full force and effect. If any provision of this Agreement is held to be so broad as to be unenforceable, such provision will be interpreted to be only as broad as is necessary for it to be enforceable.

**SECTION 10.10. Publicity.**

Buyer and the Seller and Shareholder agree that no public release or announcement concerning the Transactions shall be issued by any party without the prior consent of each other party (which consent shall not be unreasonably withheld), except as such release or announcement may be required by Law or the rules or regulations of any United States or foreign securities exchange, in which case the party required to make the release or announcement shall allow each other party reasonable time to comment on such release or announcement in advance of such issuance.

**SECTION 10.11. Construction.**

Unless the context of this Agreement clearly requires otherwise, references to the plural include the singular, the singular includes the plural, the part includes the whole and “including” is not limiting. The words “hereof,” “herein,” “hereby,” “hereunder” and similar terms in this Agreement refer to this Agreement as a whole (including the Schedules and the Exhibits) and not to any particular provision of this Agreement. Article, section, exhibit, schedule, recital and preamble references in this Agreement are to those portions of this Agreement unless otherwise specified.

**SECTION 10.12. Legal Fees.**

The Prevailing Party in with respect to any Claim shall be entitled to recover its reasonable attorneys’ fees and disbursements, expert witness fees and disbursements, and other costs related thereto from the non-prevailing party. “**Prevailing Party**” includes, without limitation, a party who agrees to dismiss a Claim in return for the other party’s payment of the sums allegedly due or performance of the covenants allegedly breached, or who obtains substantially the relief sought by it.

*[The remainder of this page has been left blank intentionally.]*

**IN WITNESS WHEREOF**, this Asset Purchase Agreement has been duly executed by the parties hereto as of the day and year first above written.

**CHA CONSULTING, INC.**

By:   
Name: Michael A. Platt  
Title: General Counsel and Executive Vice President

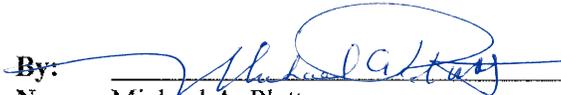
**ECKLER ENGINEERING, INC.**

By: \_\_\_\_\_  
Name: Doug Hammann, P.E.  
Title: President

**SHAREHOLDER:**

\_\_\_\_\_  
Doug Hammann, P.E.

**FR VISION HOLDINGS, INC.**  
(For the sole purpose of Sections 2.3(b), 4.8 and 4.9)

By:   
Name: Michael A. Platt  
Title: Secretary

**IN WITNESS WHEREOF**, this Asset Purchase Agreement has been duly executed by the parties hereto as of the day and year first above written.

**CHA CONSULTING, INC.**

**By:** \_\_\_\_\_  
**Name:** Michael A. Platt  
**Title:** General Counsel and Executive Vice President

**ECKLER ENGINEERING, INC.**

**By:**  \_\_\_\_\_  
**Name:** Douglas K. Hammann, P.E.  
**Title:** President

**SHAREHOLDER:**

 \_\_\_\_\_  
Douglas K. Hammann, P.E.

**FR VISION HOLDINGS, INC.**  
**(For the sole purpose of Sections 2.3(b), 4.8 and 4.9)**

**By:** \_\_\_\_\_  
**Name:** Michael A. Platt  
**Title:** Secretary

**List of Exhibits:**

Exhibit A - Promissory Note

Exhibit 2.10(a) - Assignment and Assumption of Real Property Leases

Exhibit 2.10(b) - Bill of Sale

Exhibit 2.10(c) - Employment Agreement

Exhibit 2.10(d) - Management and Services Agreement

Exhibit 7.5 - Seller Name License

## **List of Schedules:**

Schedule 1.1(a) Prepaid Expenses  
Schedule 2.1(h) Prepaid Deposits and Prepaid Expenses  
Schedule 2.2(d) Excluded Assets  
Schedule 2.2(e) Excluded Accounts Receivables  
Schedule 2.3 Assumed Liabilities  
Schedule 2.6(d) Retention Recipients  
Schedule 2.7 Projected Closing Date Balance Sheet  
Schedule 2.8 Allocation of Purchase Price  
Schedule 3.3(a) Organization and Authority  
Schedule 3.3(b) Subsidiaries; Affiliates  
Schedule 3.4(a) Financial Statements  
Schedule 3.5(a) Leased Real Property  
Schedule 3.5(b) Exceptions  
Schedule 3.5(c) Real Property Consents  
Schedule 3.6(a) Personal Property Leases  
Schedule 3.6(b) Exceptions; Liens  
Schedule 3.8 Claims  
Schedule 3.9(a) Employees  
Schedule 3.9(b) Exceptions  
Schedule 3.9(c) Employee Employment Agreements  
Schedule 3.9(d) Independent Contractors  
Schedule 3.10(b) Exceptions Employment and Labor Matters  
Schedule 3.10(g) COVID exceptions  
Schedule 3.12(a) ERISA Plans  
Schedule 3.12(b) Exceptions  
Schedule 3.12(d) Benefit Plan Payment  
Schedule 3.12(i) Effect of Transaction on Benefit Plans  
Schedule 3.14 Litigation  
Schedule 3.15(a) Contracts  
Schedule 3.15(d) Inadequate Contract Balances  
Schedule 3.15(e) COVID Terminations; Postponements  
Schedule 3.16 Conduct of Business  
Schedule 3.17 Tax Audits  
Schedule 3.18 Liabilities  
Schedule 3.19 Insurance  
Schedule 3.20 Permits  
Schedule 3.21 Related Transaction  
Schedule 3.22 Bank Accounts  
Schedule 3.23 Brokers  
Schedule 3.24 Intellectual Property  
Schedule 3.26 Accounts Receivables  
Schedule 3.27 Client Relationships  
Schedule 3.28 Conflicts of Interest  
Schedule 3.30(f) Political Contributions  
Schedule 3.31(a) Backlog  
Schedule 3.31(b) Pipeline  
Schedule 3.31(c) Utilization Rate  
Schedule 3.32 PPP Loans  
Schedule 4.8 Summary Ownership of FR Vision

Schedule 5.1 Consents  
Schedule 7.3 PTO